

LONE PINE UNIFIED SCHOOL DISTRICT

SCHOOL BOARD RESPONSIBILITIES

1. Set Direction
2. Establish the Structure
3. Demonstrate Support
4. Ensure Accountability
5. Demonstrate Community Leadership

MISSION STATEMENT

Lone Pine Unified School District is committed to providing every student the tools they need for academic, personal and social achievement so that each student may become a productive member of society.

Governance Team Goals

1. Maintain an exceptional academic environment that provides quality instruction to all students
2. Recognize parents as key partners in the success of our students
3. Maintain fiscal solvency
4. Provide clean, safe, and secure sites for the well-being of our students and staff
5. Recruit, retain and support the growth of all employees
6. Support 21st century skills competence to assist in academic progress, communication and learning
7. Clearly communicate with local community members and share the district achievements.

Addressing the Board

There are many different ways individuals may choose to address the Board. Those who wish to request an agenda item may do so by submitting the request in writing, along with supporting documents and information, to the Superintendent at least one week prior to a scheduled meeting. Those wishing to address an item on the agenda may do so by submitting a card at the beginning of the meeting. Individuals will be recognized by the Board President when the item is considered. For matters not on the agenda, individuals may also submit a card prior to the start of the meeting. There will be an opportunity to address the Board when called upon by the Board President. The Board shall not take action on such items at that meeting. If you have a question or comment during discussions, please raise your hand and wait to be called upon before speaking.

Any items being proposed for the agenda must be sent to Dr. Traynor no later than noon on the Wednesday prior to the board meeting.

**LONE PINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
AGENDA
May 17, 2023
5:15 p.m.**

District Conference Room
301 South Hay Street, Lone Pine, CA

NOTICE TO PUBLIC: The meeting may be viewed at <https://inyocoe.zoom.us/j/97038962819>. Public comments will be taken in person at the address indicated above. The Zoom interface will not be used for accepting public comment.

Any person with a disability may request this agenda be made available in an appropriate alternative format. A request for disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to the Superintendent at the Lone Pine Unified School District Office located at 301 S. Hay Street in Lone Pine or phone (760) 876-5579 between the hours of 7:30 a.m. and 4:30 p.m. at least 48 hours before the meeting. Government Code Section 54954.2

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 301 S. Hay Street, Lone Pine during normal business hours.

1. CALL TO ORDER & ROLL CALL

Mrs. Susan Patton, President
Mrs. Krista Sullivan, Clerk
Mr. Scott Kemp, Member
Mrs. Susan Lutze, Member
Ms. Rachel Yourgules, Member
Patrick Traynor, Superintendent and
Secretary to the Board

PUBLIC PARTICIPATION (HEARING SESSION)

Members of the public who wish to speak to the Board about any item on the Closed Session agenda are invited to do so at this time. Comments shall be limited to four minutes per person for a total of 20 minutes. Person wishing to speak must complete a request card and hand it to the Board Secretary.

2. CLOSED SESSION (4:30 P.M.)

2.1 Moved by _____ and seconded by _____ that the Board convene into closed session to discuss the following items:

- 1) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT (G.C. Sec. 54957)
- 2) PUBLIC EMPLOYMENT (Gov. Code 54957)
 - a) Part-Time Superintendent
 - b) K-8 Teaching Principal
 - c) Elementary Teacher
 - d) Pool Manager
- 3) CONFERENCE WITH LABOR NEGOTIATOR (G.C. Sec. 54957.6)
 - a) District Negotiators: Patrick Traynor
 - b) Unrepresented Employee: HS Principal/Guidance Counselor
- 4) CONFERENCE WITH LABOR NEGOTIATOR (G.C. Sec. 54957.6)
 - c) District Employees: CSEA & SITA
 - d) District Negotiators: Patrick Traynor

3. OPEN SESSION (5:15 P.M.)

3.1 Moved by _____ and seconded by _____ that the Board return to open session at 5:15 p.m.

3.2 Pledge of Allegiance

3.3 Moved by _____ and seconded by _____ that the Board approve the agenda order as presented.

3.4 Report of any action taken in Closed Session.

4. PRESENTATION SESSION

- 4.1 Lo-Inyo Student Representative –
- 4.2 LPHS Student Representative –
- 4.3 Lo-Inyo Principal Report – Patrick Traynor
- 4.4 High School Principal Report – Nancy O’Sullivan
- 4.5 SITA and/or CSEA Representative Reports

5. RECOGNITION SESSION

5.2

PUBLIC PARTICIPATION (HEARING SESSION)

Interested parties who wish to speak to the Board about matters pertaining to the schools that do not appear on the agenda are invited to do so at this time. Comments on agenda items will be heard at the time the Board considers that agenda item. All public comments on an agenda item will be heard prior to the Board’s discussion of the item. Individuals will be allowed four minutes to address the Board and the Board shall limit the total time for public input on any one item to 20 minutes (BB 9323). Persons wishing to speak must complete a request card and hand it to the Board Secretary.

6. GENERAL FUNCTIONS OF THE BOARD

Presentation – Facilities Consultant, Hancock Park & Delong

NON-CONSENT AGENDA

6.1 Moved by ____ and seconded by ____ that the Board adopt the following revised and/or updated Board Policy and/or Administrative Regulation as presented to the Board as second read.

- 1) BP/E 3555, Nutrition Program Compliance
- 2) BP 4030, Nondiscrimination in Employment
- 3) BP/AR 4218, Dismissal/Suspension/Disciplinary Action
- 4) AR 5113, Absences and Excuses
- 5) AR 5131.41, Use of Seclusion and Restraint
- 6) AR 5144, Discipline
- 7) AR 5144.1 Suspension and Expulsion/Due Process
- 8) AR 5144.2, Suspension and Expulsion/Due Process (Students with Disabilities)
- 9) AR 6115, Ceremonies and Observances

6.2 Moved by ____ and seconded by ____ that the Board adopt the following revised and/or updated Board Policy and/or Administrative Regulation as presented to the Board. *The board may vote to waive the second reading and approve these items after the first read.*

- 10) BP 6146.1, High School Graduation Requirements
- 11) BP/AR 6173, Education for Homeless Children
- 12) AR 6173.1, Education for Foster Youth
- 13) BP 6177, Summer Learning Programs
- 14) AR 6184, Continuation Education
- 15) BB 9270, Conflict of Interest
- 16) BB 9320, Meetings and Notices

6.3 Moved by ____ and seconded by ____ that the Board approve the regular minutes of April 19, 2023, and special meeting minutes of April 27, May 1, and May 4, 2023, as presented to the Board.

7. PERSONNEL

NON-CONSENT AGENDA

7.1 Moved by ____ and seconded by ____ that the Board approve Edward Campbell to serve as Part-Time Superintendent effective July 1, 2023, as specified in the agreement presented to the Board. Mr. Campbell will be placed on Column 1 Step 6 of the Part-Time Superintendent Salary Schedule.

- 7.2 Moved by _____ and seconded by _____ that the Board approve summer lifeguards for the 2023 swim season as follows: Maxiel Lopez, Kaedyn Hilliard, Luis Rosasles, and Ralph Enriquez. Employment is subject to successful completion of lifeguard training and/or recertification and eligibility for employment.

CONSENT AGENDA

The following items may be approved by a single vote of the Board. Any item that warrants further discussion may be separated for discussion and action.

Moved by _____ and seconded by _____ that the Board approve consent agenda items 7.3 to 7.12.

- 7.3 Approve resignation of Patrick Traynor as Part-Time Superintendent, effective June 16, 2023.
- 7.4 Approve Elizabeth Roripaugh as summer school teacher for ELA/History/Science/Math credit recovery for Grades 9-12 in accordance with 2023 summer school dates and pending student enrollment. Compensation shall be the teacher's regular hourly rate of pay.
- 7.4 Approve temporary summer employment of _____ to serve as part-time Pool Manager for the 2023 swim season. Compensation shall be \$22.00 per hour.
- 7.5 Approve employment of David McCabe to serve as K-8 Teaching Principal for the 2023-24 school year, effective August 2023. Placement will be Step I on the 2021-22 K-12 Principal/K-8 Teaching Principal/High School Principal/Guidance Counselor Salary Schedule.
- 7.6 Approve resignation of Sara Jefferson as Custodian for the month of July.
- 7.7 Approve Memorandum of Understanding between the District and SITA to add student teaching experience to equal service credit for the second semester of 2022-23 school year, in accordance with the provisions of the MOU, as presented to the Board.
- 7.8 Approve resignation of Sarah Fogarty as Elementary Teacher, effective June 9, 2023.
- 7.9 Authorize to reinstate the Utility Maintenance Worker position.
- 7.10 Approve temporary employment of Charlotte McCollum to serve as Temporary Instructional Aide for 6.50 hours per day at Lo-Inyo Elementary School, for the 2023-24 school year. Compensation will be Range 2, Step 2 of the 2022-23 Classified Salary Schedule.
- 7.11 Approve temporary employment of Melissa Reinig to serve as Temporary Instructional Aide for 6.50 hours per day at Lo-Inyo Elementary School, for the 2023-24 school year. Compensation will be Range 2, Step 2 of the 2022-23 Classified Salary Schedule.
- 7.12 Approve temporary employment of Rebecca Reinig to serve as Temporary Instructional Aide for 3 hours per day at Lo-Inyo Elementary School, for the 2023-24 school year. Compensation will be Range 2, Step 2 of the 2022-23 Classified Salary Schedule.

8. CURRICULUM & INSTRUCTION

NON-CONSENT AGENDA

- 8.1 Moved by _____ and seconded by _____ that the Board approve the contract for Missoula Children's Theatre residency production of "Beauty Lou and the Country Beast" during the week of March 4, 2024. Costs to the District are a base fee of \$4,000.

CONSENT AGENDA

The following items may be approved by a single vote of the Board. Any item that warrants further discussion may be separated for discussion and action.

Moved by _____ and seconded by _____ that the Board approve consent agenda items 8.2 to 8.5.

- 8.2 Approve to add June 19 (Juneteenth), Federal Holiday, to the 2022-23 and 2023-24 school calendars.
- 8.3 Approve the 2022 School Plan for Student Achievement for Lo-Inyo Elementary School, as presented to the Board.
- 8.4 Approve the 2023-24 LPHS Volleyball and Football schedule, as presented to the Board.
- 8.5 Approve College and Career Access Pathways Partnership Agreement between the District and Kern Community College District, to allow students to take up to 15 dual enrollment credits per semester for the term of July 2023 through June 2026, as presented to the Board.

9. BUSINESS AND FINANCE**CONSENT AGENDA**

The following items may be approved by a single vote of the Board. Any item that warrants further discussion may be separated for discussion and action.

Moved by _____ and seconded by _____ that the Board approve consent agenda items 9.1 to 9.3.

9.1 Approve Edward Campbell, Part-Time Superintendent, as an authorized agent of the District to sign and furnish the Federal and State governments with data and documents pertaining to all specially funded programs; authorized agent for Impact Aid; authorized agent for all District and payroll orders, and all district generated reports or documents; and, to sign checks and other documents pertaining to the petty cash and cafeteria funds on behalf of the Board of Trustees for the 2023-24 school year.

9.2 Approve Surplus List, as presented to the Board.

9.3 Approve Purchase Orders and Warrants.

ACKNOWLEDGEMENT OF CORRESPONDENCE

1) Inyo County Superintendent of Schools review and positive certification of the 2nd Interim Report.

ITEMS FROM THE SUPERINTENDENT

A. Other

ITEMS FROM THE BOARD

For the purpose of sharing school-related activities, school visits, or sharing any district related issues or comments with other members of the Board and staff.

UPCOMING DATES AND REMINDERS (See District Calendar at www.lpusd.k12.ca.us)

- May 23 Spring Sports Awards 5:00 p.m. LPHS AUD
- May 31 FFA Year End Awards 6:00 p.m. LPHS AUD
- June 4 Baccalaureate 7:00 p.m. TBD
- June 7 Senior Class Awards Night 7:00 p.m. LPHS AUD
- June 14 Special Board Meeting 5:15 p.m. LPHS AUD
- June 21 Regular Board Meeting 5:15 p.m. LPHS AUD

10. ADJOURNMENT

TO: Board of Trustees

FROM: Patrick Traynor, Superintendent

SUBJECT: Board Meeting of May 17, 2023

The following policies are presented for adoption (and second reading) with changes/revisions as provided by the following CSBA Policy Guidesheet. This process continues the list of policy updates that will be submitted to the Board for review as necessary and time permits. Please note that policies for your review include ~~strikeout~~ text for language to be removed and *italics* for language being added.

Please contact me if you have any questions.

----- CSBA POLICY GUIDESHEET

Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes may have also been made. Districts should review the sample materials and modify their own policies accordingly.

Board Policy 3555 - Nutrition Program Compliance

Policy updated to clarify that prohibited discrimination includes alleged discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability. Policy also updated to reflect United States Department of Agriculture CRD memorandum 01-2022, "Application of Bostock v. Clayton County to Program Discrimination Complaint Processing," which clarifies that prohibited sex discrimination includes discrimination on the basis of gender identity and sexual orientation. Policy also updated to include that complaints against a program operator that is not an educational agency shall be filed with or referred to the California Department of Education.

Exhibit(1) 3555 - Nutrition Program Compliance

Exhibit updated to reflect current language of the United States Department of Agriculture Nondiscrimination Statement.

Board Policy 4030 - Nondiscrimination in Employment

Policy updated to reflect NEW LAW (SB 523, 2022) which adds reproductive health decisionmaking as a form of prohibited discrimination, and prohibits an employer from requiring an applicant or employee to disclose information relating to an employee's reproductive health decisionmaking.

Board Policy 4218 - Dismissal/Suspension/Disciplinary Action

Policy updated to reflect NEW LAW (AB 2413, 2022) which prohibits a district from suspending, demoting, or dismissing a permanent classified employee who timely requests a hearing pending the outcome of that hearing.

Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action

Regulation updated to clarify that a classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. Regulation also updated to reflect NEW LAW (AB 2413, 2022) which prohibits a district from suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee who timely requests a hearing unless it is found by a preponderance of the evidence at the time discipline was imposed that the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Additionally, regulation updated to provide that a district may cease paying an employee if a decision has not been rendered within 30 days of the date the hearing was requested.

Administrative Regulation 5113 - Absences and Excuses

Regulation updated to reflect NEW LAW (SB 955, 2022) which includes, as another type of required excused absence, the absence of a middle school or high school student for the purpose of participating in a civic or political event, as defined, provided that the student notifies the school ahead of the absence, and NEW LAW (AB 181, 2022) which no longer requires the State Board of Education to update its illness

verification regulations as necessary to account for including, as a personal illness excused absence, a student's absence for the benefit of the student's mental or behavioral health. Regulation also updated to clarify that absences for participation in religious exercise or to receive moral and religious instruction are excused, but that in order for districts to receive average daily attendance funding for such absences, the Governing Board is required to first adopt a resolution permitting an excused absence for such purposes.

Administrative Regulation 5131.41 - Use of Seclusion and Restraint

Regulation updated to clarify the limited exception when seclusion and/or behavioral constraint may be used, and to reflect that it cannot be applied for longer than necessary to contain the dangerous behavior. Regulation also updated to include, as appropriate, concepts from the December 2022 Davis Joint Unified School District Resolution Agreement with the U.S. Department of Education, Office for Civil Rights, regarding the use of seclusion and restraint as it relates to a free appropriate public education for students with disabilities. Regulation also updated to add a new section "Documentation of Seclusion and Restraint."

Administrative Regulation 5144 - Discipline

Regulation updated to incorporate NEW GUIDANCE from the U.S. Department of Education, Office for Civil Rights, issued to help districts support students with disabilities and avoid discriminatory discipline practices.

Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process

Regulation updated to provide that "suspension" does not include removal from class, as specified, so long as removal from a particular class does not occur more than once every five school days, add definitions related to electronic acts as a mode of bullying, include that a teacher may, in addition to suspending a student from class, refer a student for specified acts to the Principal or designee for consideration of a suspension from school, and clarify that immediate suspension is required for any student found at school or a school activity away from school who committed any of the enumerated acts for which a recommendation of expulsion is required. Regulation also updated to reflect NEW LAW (AB 740, 2022) which provides for additional due process procedures for suspension of foster youth and Indian children.

Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)

Regulation updated to reflect NEW GUIDANCE from the U.S. Department of Education's Office of Special Education and Rehabilitative Services, which recommends that districts identify ways to significantly reduce the use of exclusionary discipline and its disproportionate effect on student with disabilities, and the U.S. Department of Education's Office for Civil Rights, which provides that, for a student with a disability under Section 504, schools are required to conduct a manifestation determination before implementing a disciplinary removal that will significantly change the placement of the student due to discipline for (1) removal from class or school for more than 10 consecutive school days, or (2) a series of removals from class or school that together total more than 10 school days in a school year and constitute a pattern of removal. Regulation also updated to emphasize that suspension or expulsion of a student with disabilities be in accordance with Board Policy 5144.1 - Suspension and Expulsion/Due Process, and that when a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team consider positive behavioral interventions and supports, and other strategies, to address the behavior. Additionally, regulation updated, for conceptual alignment, to move material regarding the monitoring of the number of days of a suspension of student with an IEP, and reflect NEW LAW (AB 740, 2022) which provides that a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice and invitation to the manifestation determination meeting, involuntary transfer notice, and other documents and related information.

Administrative Regulation 6115 - Ceremonies and Observances

Regulation updated to reflect NEW LAW (AB 1655, 2022) which adds June 19, "Juneteenth National Independence Day," to the list of holidays on which public schools must be closed and NEW LAW (AB 1801, 2022) that adds Genocide Remembrance Day to the list of days districts are authorized to close. Regulation also updated to clarify language regarding days on which schools are required to be closed based on appointment by the Governor or President, and to encourage districts to observe a moment of silence on September 11th Remembrance Day, as authorized by law.

NUTRITION PROGRAM COMPLIANCE

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

Compliance Coordinator

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs. related

The responsibilities of the compliance coordinator include, but are not limited to:

1. Providing the name of the compliance coordinator, ~~and~~ the Section 504 coordinator and Title IX coordinator if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties
2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs
4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants
5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities

NUTRITION PROGRAM COMPLIANCE (continued)

and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet
9. Implementing procedures to process and resolve civil rights (complaints, including alleged discrimination) **complaints on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability**, and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary
10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster, or a substitute poster approved by **the** USDA's Food and Nutrition Service, is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs, **including program requirements and program availability**. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be **file filed** anonymously or by a third party.

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, **a the most current version of the nondiscrimination** statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, **menus**, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

NUTRITION PROGRAM COMPLIANCE (continued)

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW, Washington, D.C. 20250-9410

Phone: (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), **fax**

Fax: (833)256-1665 or (202) 690-7442, **or email**

Email: program.intake@usda.gov.

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses **in relation to any child nutrition program specified in Education Code 49550-49564.5** shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints against a program operator that is not an educational agency shall be filed with or referred to CDE. (5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's **parent/guardian** **duly authorized representative** by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district has violated a law or regulation relating to its child nutrition program
2. The facts on which the statement is based
3. The name of the district or the school against which the allegations are made

NUTRITION PROGRAM COMPLIANCE (continued)

4. The complainant's contact information
5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

Policy

Adopted: February 13, 2008

Revised: December 13, 2017

Revised: November 18, 2020

Revised: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT

Lone Pine, California

NUTRITION PROGRAM COMPLIANCE

NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, ~~the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are~~ **this institution is** prohibited from discriminating **based on the basis of race, color, national origin, sex, (including gender identity and sexual orientation) disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.**

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication ~~for to obtain~~ program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the ~~Agency (State~~ **responsible state** or local) ~~where they applied for benefits.~~ Individuals who are deaf, hard of hearing ~~agency that administers the program or have speech disabilities may~~ **USDA's TARGET Center at (202)720-2600 (voice and TTY)** contact USDA through the Federal Relay Service at (800) 877-8339. ~~Additionally, program information may be made available in languages other than English.~~

To file a ~~program complaint of~~ discrimination, **complaint, a Complainant should complete the a Form AD-3027, USDA Program Discrimination Complaint Form, (AD-3027) found which can be obtained** online at: <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer-and-at-sites/default/files/documents/ad-3027.pdf>. **from any USDA office, by calling (866)632-9992, or write by writing a letter addressed to the USDA and provide in the The letter all must contain the complainant's name, address, telephone number, and a written description of the information requested in alleged discriminatory action in sufficient detail to inform the form. To request a copy of Assistant Secretary for Civil Rights (ASCR) about the complaint form, call (866) 632-9992. Submit your nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:**

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; **or**
- (2) fax: **(833)256-1665 or** (202) 690-7442; or
- (3) email: ~~program.intake~~ **Program.Intake@usda.gov**

This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

"This institution is an equal opportunity provider."

NONDISCRIMINATION IN EMPLOYMENT

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, *employees* include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decisionmaking, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, in hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the employee's individual's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or

NONDISCRIMINATION IN EMPLOYMENT (continued)

gender identity, including transgender status

- b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
- c. Requiring medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
- d. Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee, who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee
- e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decisionmaking**

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a releases of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

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

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

NONDISCRIMINATION IN EMPLOYMENT (continued)

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

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

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California **Civil Rights** Department ~~of Fair Employment and Housing~~, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Policy
adopted: September 15, 2010
Revised: February 20, 2020
Revised: April 27, 2022
Revised: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, and administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

charges, and the results of the Skelly **hearing review process**. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

Following the hearing, the Board shall affirm, modify, or reject the disciplinary action recommended by the Superintendent or designee. The decision of the Board shall be in writing

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45112)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Policy
Adopted: May 20, 2020
Revised: November 16, 2022
Revised: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave-
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the
16. Violation of Education Code 45303 or Government Code 1028 (prohibiting the advocacy or teaching of communism)
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Discipline Hearing

~~A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.~~

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (prohibiting murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Administration Regulation
adopted: September 15, 2010
Revised: May 20, 2020
Revised: November 16, 2022
Revised: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

ABSENCES AND EXCUSES**Excused Absences**

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic service or appointment (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205).

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state (Education Code 48205)

5. Jury duty in the manner provided by law (Education Code 48205)
6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Appearance in court
 - b. Attendance at a funeral service
 - c. Observance of a religious holiday or ceremony
 - d. Attendance at religious retreats for no more than four hours per semester
 - e. Attendance at an employment conference
 - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

ABSENCES AND EXCUSES

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's naturalization ceremony to become a United States citizen. (Education Code 48205)
11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people (Education Code 48205)
12. **For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence. Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence per school year. (Education Code 48205)**
123. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school **property as designated by the religious group, church, or denomination.** (Education Code 46014)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

13. Work in the entertainment or allied industry (Education Code 48225.5)

~~Such absence shall be excused provided that the student~~ **Work for a student who holds a work permit authorizing such work in the entertainment or allied industries for a period and is absent for a period** of not more than five consecutive days. **For this purpose, student absence shall be excused for a maximum of and** up to five absences per school year. (Education Code 48225.5)

14. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

ABSENCES AND EXCUSES

15. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, *immediate family* means the student's parent/guardian, brother, or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.
4. Physician's verification.

ABSENCES AND EXCUSES

- a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.
- b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)
2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)
3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

Regulation
approved: September 15, 2010
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Revised: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

USE OF SECLUSION AND RESTRAINT

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except **to the limited extent authorized by law as authorized by law when the behavior poses a clear and present danger of serious physical harm to the student, other students, or others on campus and that cannot be immediately prevented by a less restrictive response.**

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

USE OF SECLUSION AND RESTRAINT (continued)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room
3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places ~~his/her~~ **the staff member's** body weight against the student's torso or back
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face
5. Place a student in a facedown position with the student's hands held or restrained behind the student's back
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be **immediately** prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

When used, seclusion or restraint shall not be applied for longer than is necessary to contain the dangerous behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

USE OF SECLUSION AND RESTRAINT (continued)

If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

Seclusion or restraint may only be applied to a student with disabilities in accordance with the rules specified in AR 6159.4 Behavioral Interventions For Special Education Students. Staff may not apply seclusion or restraint to students with disabilities based on assumptions or stereotypes about disabilities or students with disabilities or for behavior that would not result in restraint or seclusion for students without disabilities.

The superintendent or designee shall provide training to staff in the safe and effective use of seclusion and restraint as appropriate.

Documentation of Seclusion and Restraint

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. (Education Code 56521.1)

A behavior emergency report shall be completed and forwarded to the Superintendent or designee for review. This report shall include: (Education Code 56521.1)

- 1. The name and age of the student**
- 2. The setting and location of the incident**
- 3. The name of the staff or other persons involved**
- 4. A description of the incident and the emergency intervention used**
- 5. A statement of whether the student is currently engaged in a systematic behavior intervention plan**
- 6. Details of any injuries sustained by the student or others, including staff, as a result of the incident**

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no

USE OF SECLUSION AND RESTRAINT (continued)

later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

DISCIPLINE**Site Level Rules**

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any
5. For junior high and high schools, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, the student, and the student's parents/guardians
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

DISCIPLINE (continued)

- 3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians**
- 4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan**
- 5. Enrollment in a program for teaching prosocial behavior or anger management**
- 6. Participation in a restorative justice program**
- 7. A positive behavior support approach with tiered interventions that occur during the school day on campus**
- 8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably**
- 9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner**
- 10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups**
- 11. Recess restriction as provided in the section below entitled "Recess Restriction"**
- 12. Detention after school hours as provided in the section below entitled "Detention After School"**
- 13. Community service as provided in the section below entitled "Community Service"**
- 14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities**
- 15. Reassignment to an alternative educational environment**

DISCIPLINE (continued)

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 plan. (U.S.C. 1412(a)(3))

Recess Restriction

Teachers may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. The student's teacher shall inform the principal of any recess restrictions imposed.

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the parent/guardian.

DISCIPLINE (continued)

Students shall remain under the supervision of a certificated employee during the period of detention.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

SUSPENSION AND EXPULSION/DUE PROCESS

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, **so long as removal from a particular class does not occur more than once every five school days.**

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

controlled substance as defined in Health and Safety Code 11053-1105~~89~~, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-1105~~89~~, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented **the** same as **such a** controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing **his/her own** prescription products (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, **287**, 288, **or former** 288a, or **289**, ~~or~~ committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to himself/herself or his/her self or property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission of a communication originated on or off school site, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

pager, of a communication including, but not limited to:

a. A message, text, sound, video, or image

b. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her the student's age, or for a person of his/her the student's age with his/her and disability. (Education Code 48900(r))

***Burn page* means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900r)**

***Credible impersonation* means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900r)**

***False profile* means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900r)**

An electronic act is not considered *pervasive conduct* solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900r)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out **the crime**. (Education Code 48900.7)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Additional Grounds for Suspension and Expulsion: Grades 4-12**

Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

Additional Grounds for Suspension and Expulsion: Grades 9-12

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Suspension from Class by a Teacher**

A teacher may suspend a student, **including a grade K-3 student,** from class for the remainder of the day and the following day for **disruption, willful defiance, or any of the other** acts specified in Education Code 48900 and listed as Items #1-189 under "Grounds for Suspension and Expulsion: Grades K-12" above **or for disruption or willful defiance at any grade level, including grades K-8.** (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension form school. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity **away from school** to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of Items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension **or upon a student, including supervised suspension upon a student**, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school **or class**, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action,

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against ~~him/her the student~~, and shall be, given the opportunity to present ~~his/her~~ **the student's** version and evidence ~~in support of his/her defense in the student's defense~~. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, ~~both the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and student county social worker, or if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker,~~ shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference ~~and the~~. **The** conference shall be held within two school days, unless the student waives ~~his/her the~~ right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school: **for the conference**. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, **or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and if applicable, the county social worker, in person, by email, or by telephone or in person.** Whenever a student is suspended, the parent/guardian **or if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the county social worker,** shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may ~~request~~ **conduct** a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code ~~48914~~ **48914**)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

~~If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)~~

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and if applicable, the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
 - a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
 - b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
 - c. If the student involved is a foster youth **or Indian child**, the Superintendent or designee shall notify the district's **educational** liaison ~~for foster youth~~ of the need to invite the ~~student's~~ **foster youth's educational rights holder**, attorney and ~~a representative of the appropriate county child welfare agency~~ **social worker, or the Indian child's tribal social worker or, if applicable, the county social worker**, to attend the meeting. (Education Code 48853.5, 48911, 48918.1)
 - d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her the behavior and keep him/her in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

4. The student shall be responsible for contacting ~~his/her~~ **the student's** teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian, **or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker,** in person, **by email** or by telephone. When the assignment is for longer than one class period, this notification ~~may~~ **shall** be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-110589, except for
 - a. ~~The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician~~
 - b. The student's possession of over-the-counter medication for use by the student for medical purposes**
 - c. Medication prescribed for the student by a physician**
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

In determining whether ~~or not~~ to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether ~~he/she~~ **the student** should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an ~~expellable~~ offense **for which the student may be expelled**, the Superintendent, principal, or designee shall offer the student ~~and his/her~~ **the student's parent/guardian, or when applicable, other person holding the right to make educational decisions for the student**, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after ~~the student or his/her parent/guardian has been given~~ written notice of the expulsion hearing pursuant to Education Code 48918 **has been given**.

The stipulation agreement shall be in writing and shall be signed by the student ~~and his/her parent/guardian~~ **the student's parent/guardian, or, when applicable, the person holding the**

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

right to make educational decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of **his/her the** right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and **his/her parent/guardian right to make educational decisions for the student,** shall be **the student's parent/guardian, or, when applicable, the person holding the** effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of **his/her the** right to: (Education Code 48918.5)

1. Receive five days' notice of **his/her the** scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time **he/she the witness** testifies
3. Have a closed hearing during the time **he/she the witness** testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and, Homeless Students, and Indian Children

If the student facing expulsion is a foster student or Indian child, the Superintendent or designee shall also send notice of the hearing to the student's foster youth's' educational rights holder, attorney and a representative of an appropriate child welfare agency at least 10 calendar days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 calendar days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether **or not** the student should be expelled.

If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to **have his/her testimony heard testify** in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

23. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

34. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in ~~item #4~~ **Item #6** below. (Education Code 48918(i))

- 45. Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

- 6.** Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

- 57. Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during ~~his/her~~ **the** testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (4i) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2ii) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3iii) The person conducting the hearing may:
 - (aA) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (bB) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (cC) Permit one of the support persons to accompany the complaining witness to the witness stand

68. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her the parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of **his/her the student's** status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The If a student is expelled form school, the student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in Items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and Items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the **student's parent/guardian, or other person holding the right to make educational decisions for the student**, and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and **the student's parent/guardian or other person holding the right to make educational decisions for the student** shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board **his/her** a recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the **student's parent/guardian or other person holding the right to make educational decisions for the student**, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and **the student's parent/guardian, or other person holding the right to make educational decisions for the student**, by registered mail, of the Board's decision regarding readmission.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and **the student's parent/guardian, or other person holding the right to make educational decisions for the student**, describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

Regulation
Adopted: September 15, 2010
Revised: May 16, 2019
Revised: June 20, 2019
Revised: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

Lone Pine Unified School District

Students

AR 5144.2(a)

SUSPENSION AND EXPULSION/DUE PROCESS (Students with Disabilities)

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), **20 USC 1400-1482**, is subject to the same grounds **and procedures** for suspension and expulsion which apply to students without disabilities, **except as otherwise specified in this administrative regulation.**

Suspension or expulsion of a student with disabilities shall be in accordance with Board Policy 5144.1 - Suspension and Expulsion/Due Process and this administrative regulation.

When a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team shall consider positive behavioral interventions and supports, and other strategies, to address the behavior. (Education Code 56521.2; 20 USC 1414)

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 cumulative school days in a school year as long as the **pattern of** suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

~~The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.~~

The **Superintendent or designee** ~~district~~ shall determine, on a case-by-case basis, whether a pattern of removals of a student from ~~his/her~~ **the student's** current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year
 - b. The student's behavior is substantially similar to ~~his/her~~ **the student's** behavior in previous incidents that resulted in the series of removals

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If the a student's removal is determined to be a change of placement as specified in Items #1-2 above, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in the student's IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to the student or the student's parent/guardian when, as a result of a suspension, the student is excluded from school bus transportation. (Education Code 48915.5)

The principal or designee shall monitor the number of days, including portions of days, in which a student with an IEP has been suspended during the school year.

Services During Suspension

Any student suspended for more than 10 school days in the same school year shall continue to receive services during the term of the suspension. School personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed as provided in 34 CFR 300.101(a), so as to enable the student to continue to participate in the general education curriculum in another setting and to progress toward meeting the goals as set out in his/her IEP. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If a student with disabilities is excluded from school bus transportation, the student shall be provided with an alternative form of transportation at no cost to the student or his/her parent/guardian, provided that transportation is specified in his/her IEP. (Education Code 48915.5)

Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by the student's IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the **student's** parents/guardians of the **student** shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from **his/her the student's** current placement because of dangerous behavior shall receive services, **although in another setting**, to the extent necessary to allow **him/her the student** to participate in the general education curriculum and to progress toward meeting the goals set out in **his/her the** IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the **student's** parents/guardians of the **student** shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. **If the student is a foster youth, the notice shall be given to the student's educational rights holder, attorney, and county social worker, and, if the student is an Indian child, the student's tribal social worker and, if applicable, county social worker. (Education Code 48853.5; 20 USC 1415(k)(1)(H); 34 CFR 300.530)**
2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

If the student is a foster youth or Indian child, the foster youth's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

and, if applicable, county social worker, shall be invited to participate in the manifestation determination review. (Education Code 48915.5)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that **either of the above** a conditions ~~in either #a or #b above was met~~ applies, the **student's** conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the **student's** conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless ~~a functional behavioral assessment~~ **one** had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which ~~he/she~~ **the student** was removed, unless the parent/guardian and ~~district~~ **Superintendent or designee** agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

4. Determination that Behavior is Not a Manifestation of the Student's Disability: ~~If the manifestation determination review team determines that the student's behavior was not a manifestation of his/her disability,~~ **When it has been determined that the student's conduct was not a manifestation of the disability,** the student may be disciplined in accordance with the procedures for students without disabilities. **However, the student's IEP team shall determine services necessary to enable the student to participate in the general education curriculum in another setting and to allow the student to progress toward meeting the goals set out in the IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)**

~~The student shall receive services to the extent necessary to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP.~~ As appropriate, the student also shall receive a functional

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances), 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), **he/she the parent/guardian** may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission **of a student with disabilities**, an IEP team meeting shall be convened **to review and, as necessary, modify the student's IEP.**

~~Suspension of Expulsion~~ Decision Not to Enforce Expulsion Order

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

~~Prior to the suspension or expulsion of any student with a disability, the principal or designee shall notify appropriate city or county law enforcement authorities of any act of assault with a deadly weapon which may have violated Penal Code 245. (Education Code 48902)~~

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The principal or designee also shall notify appropriate city or county law enforcement authorities of acts by any student with a disability which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a suspension or expulsion of a student with disabilities, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any act by the student which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that the student's information or records will not be disclosed to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Procedures for Students Not Yet Eligible for Special Education Services

~~A student who has not been officially identified as a student with disabilities pursuant to IDEA and who has engaged in behavior that violated the district's code of student conduct may assert any of the protections under IDEA only if the district had knowledge that the student is disabled before the behavior that precipitated the disciplinary action occurred.~~ **A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)**

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, **in writing**, has expressed concern to district supervisory or administrative personnel **in writing**, or to a teacher of the student, that the student is in need of special education or related services

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student

However, the district ~~would~~ **shall not** be deemed to have knowledge of a student's disability if the **student's** parent/guardian has not allowed the student to be evaluated for special education services or has refused services. ~~In addition, the district would be deemed to not have knowledge if the district conducted an evaluation~~ **or, after evaluating the student** pursuant to 34 CFR 300.300-300.311, the district determined that the student was not an individual with a disability (20 USC 1415(k)(5); 34 CFR 300.534)

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

CEREMONIES AND OBSERVANCES**Holidays**

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	Third Monday in January or the Monday or Friday of the week in which January 15 occurs
Lincoln Day	The Monday or Friday of the week in which February 12 occurs
Washington Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth National Independence Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	The Thursday in November designated by the President
Christmas Day	December 25

In addition, schools shall be closed: (Education Code 37220)

1. Any day designated **appointed** by the Governor **as a holiday** or **President for a holiday**, **any as a special or limited holiday** on which the Governor provides that **the** schools shall close, **and any**

2. **Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday**

3. **Any** other day designated as a holiday by the Governing Board and/or negotiated with employee organizations. **(Education Code 37220)**

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occurs under federal law on a date different from that indicated above, the Governing Board may close the

CEREMONIES AND OBSERVANCES (continued)

schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460)

U.S. Constitution and Citizenship Day — On or near September 17

Dr. Martin Luther King, Jr. Day	The Friday before the day schools are closed for this holiday
Abraham Lincoln's Birthday	The school day before the day schools are closed for this holiday
Susan B. Anthony Day	February 15
George Washington's Birthday	The Friday preceding the third Monday in February
Black American Day	March 5
Conservation, Bird, and Arbor Day	March 7
Classified Employee Week	Third week in May

U.S. Constitution and Citizenship Day — On or near September 17

Commemorative exercises shall be integrated into the regular educational program to the extent feasible.

Patriotic Exercises

Each school shall conduct patriotic exercises daily which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

At secondary schools, such exercises shall be conducted during the homeroom period.

CEREMONIES AND OBSERVANCES (continued)

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
4. On the day of death and the following day for a Member of Congress
5. On Memorial Day, until noon only
6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state who has died while serving on active duty
8. On other occasions by order of the President and in accordance with presidential instructions or orders

Regulation
Adopted: January 20, 2011
Revised: November 18, 2020
Revised: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

TO: Board of Trustees

FROM: Patrick Traynor, Superintendent

SUBJECT: Board Meeting of May 17, 2023

The following policies are presented with changes/revisions as provided by the following CSBA Policy Guidesheet. This process continues the list of policy updates that will be submitted to the Board for review as necessary and time permits. Please note that policies for your review include ~~strikeout~~ text for language to be removed and *italics* for language being added.

Please contact me if you have any questions.

----- CSBA POLICY GUIDESHEET

Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes may have also been made. Districts should review the sample materials and modify their own policies accordingly.

Board Policy 6146.1 - High School Graduation Requirements

Policy updated to reflect NEW LAW (SB 532, 2022) which expands and strengthens the exemptions from graduation requirements for highly mobile student populations, and includes a requirement for districts to annually report to the California Department of Education regarding the number of students who, for the prior school year, graduated with an exemption from district-established graduation requirements, as specified.

Board Policy 6173 - Education for Homeless Children

Policy updated to reflect NEW LAW (AB 408, 2022) which (1) mandates that districts establish homeless education program policies and update those policies at least once every three years, and (2) requires the liaison for homeless students to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services provided by the liaison. Policy also updated to reflect NEW LAW (AB 2375, 2022) which requires districts, regardless of whether they received American Rescue Plan Act of 2021 funds, to annually administer a housing questionnaire for the purpose of identifying students experiencing homelessness, including unaccompanied minors, and annually report that number of students to the California Department of Education (CDE). Additionally, policy updated to reflect NEW LAW (SB 532, 2022) which requires districts to annually report to CDE the number of students experiencing homelessness who graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements. Policy updated throughout to change language from "homeless student" to "student experiencing homelessness."

Administrative Regulation 6173 - Education for Homeless Children

Regulation updated to reflect NEW LAW (AB 408, 2022) which (1) mandates that districts establish homeless education program policies and update those policies at least once every three years, and (2) requires the liaison for homeless students to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services provided by the liaison. Regulation also updated to clarify what factors to consider when determining the "best interest" of the student in enrollment decisions. Additionally, regulation updated to reflect NEW LAW (AB 181, 2022) which exempts a student classified as unduplicated from paying a fee for transportation and NEW LAW (SB 532, 2022) which provides, when a student experiencing homelessness transfers into a district school, for additional requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school to complete district established or statewide course requirements. Regulation updated throughout to change language from "homeless student" to "student experiencing homelessness."

Board Policy 6173.1 - Education for Foster Youth

Policy updated to move material regarding a safe learning environment toward the beginning of the policy as it is philosophical in nature and has general implications, and reflect NEW LAW (SB 532, 2022) which requires districts to annually report to the California Department of Education regarding the number of foster youth who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

verification regulations as necessary to account for including, as a personal illness excused absence, a student's absence for the benefit of the student's mental or behavioral health. Regulation also updated to clarify that absences for participation in religious exercise or to receive moral and religious instruction are excused, but that in order for districts to receive average daily attendance funding for such absences, the Governing Board is required to first adopt a resolution permitting an excused absence for such purposes.

Board Policy 6177 - Summer Learning Programs

Policy updated to clarify that summer learning programs are part of the Expanded Learning Opportunities (ELO) Program and to reflect the requirements of the ELO programs to offer access to specified students, as provided in NEW LAW (AB 181 and 185, 2022). Policy also updated to reference NEW GUIDANCE from the California Department of Education which clarifies that districts are prohibited from charging fees for summer school.

Administrative Regulation 6184 - Continuation Education

Regulation updated to more closely align with code language the component of the district's continuation education program that is in regard to coordinating instruction and training with the student's home, employment and other agencies and reflect NEW LAW (AB 740, 2022) which (1) extends the requirement to provide written notice of the opportunity to request a meeting with the Superintendent or designee prior to an involuntary transfer, to a foster youth's educational rights holder, attorney and social worker, or an Indian child's tribal social worker, and if applicable, county social worker, and (2) provides that a foster youth's educational right's holder, attorney, and county social worker, and an Indian child's tribal social worker, and, if applicable, a county social worker, have the same rights as a parent at such meeting with the Superintendent or designee. Regulation also updated to include an additional condition required by law for voluntary enrollment in continuation education classes, which is that the transfer is voluntary and that the student has a right to return to the student's previous school.

Board Bylaw 9270 - Conflict of Interest

Bylaw updated to reflect NEW LAW (SB 1439, 2022) which makes applicable to elected district officers the prohibition against accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, and from participating in making, or in any way attempting to use the official position to influence the Board's decision when a district officer received a contribution of more than \$250 from a party or participant in the preceding 12 months, as specified. Bylaw also updated to clarify, for a Board member who manages public investments, that when an item on the consent calendar is one in which the Board member has a financial interest, the Board member is required to either make a motion to remove the item from the consent calendar or abstain from voting on the consent calendar.

Board Bylaw 9320 - Meetings and Notices

Bylaw updated to reflect NEW LAW (AB 2449, 2022) which (1) requires Boards to maintain and implement a procedure for receiving and resolving requests for reasonable accommodation for individuals with disabilities, to resolve any doubt in favor of accessibility, and to give notice of the procedure for receiving and resolving requests for accommodation in each instance in which notice of the time of a meeting is otherwise given or the agenda is otherwise posted, and (2) adds procedures for "Teleconferencing During a Personal Emergency" and "Teleconferencing for 'Just Cause'". Bylaw also updated to reflect NEW LAW (AB 2647, 2022) which provides a procedure for complying with the Brown Act when distributing materials to the Board less than 72 hours before a regular meeting and outside of regular business hours. Additionally, bylaw updated to reference the expiration of the California COVID-19 State of Emergency on February 28, 2023 and to clarify that a Board may utilize "Teleconferencing During a Proclaimed State of Emergency," if all terms are met pursuant to Government Code 54953, until January 1, 2024.

**Lone Pine Unified School District
Board Policy**

Instruction

BP 6146.1(a)

HIGH SCHOOL GRADUATION REQUIREMENTS

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3 ~~and those adopted by the Board, except for students who are~~ Unless exempted as provided in "Exemptions from District-Adopted Graduation Requirements," ~~below~~ **district students shall also complete other course requirements adopted by the Board.** Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

Course Requirements

To obtain a diploma of graduation from high school, students shall complete the following courses in grades 9 through 12, as indicated: (Education Code 51225.3)

<u>Subject Area</u>	<u># of credits (10 credits per year/5 credits per semester)</u>
English	40
Mathematics	30*
Science	30**
Physical Education	20***
World History	10
U.S. History	10
American Government	05
Economics	05
V/P Art, Foreign Lang., or CTE	10 ****
Electives	75
TOTAL CREDITS	235*****

~~* Beginning with the Class of 2022, three courses of math including Integrated Math I, II, and III.~~

** Three courses in science, including biological and physical sciences. (*Education Code 51225.3*)

***Two courses in physical education *or equivalent units through sports*, unless the student has been exempted pursuant to Education Code 51241. Participation on a school athletic team, or cheerleading group, can be substituted for 5 to 20 credits of physical education.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

**** To be counted towards meeting graduation requirements, CTE course shall be aligned to CTE model curriculum standards and framework adopted by the State Board of Education (Education Code 51225.3)

***** In addition to the total credits listed, each student must successfully pass a senior interview.

Beginning with the 2029-30 school year, a one-semester course in ethnic studies (Education Code 51225.3)

The Board recognizes that the prescribed course of study may not accommodate the needs of some students. The Board, with the active involvement of parents/guardians, administrators, teachers and students, shall adopt alternative means for the completion of prescribed courses in accordance with law, which may include:

1. Practical demonstration of skill and competencies.
2. Work experience or other outside school experience.
3. Vocational education classes offered in high schools.
4. Courses offered by regional occupational centers or programs.
5. Interdisciplinary study.
6. Independent study.
7. Credit earned at a postsecondary institution.

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to student, parents/guardians and the public. (Education Code 51225.3)

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

The Superintendent or designee shall exempt or waive specific course requirements for foster youth or children of military families in accordance with Education Code 51225.3 and 49701.

Exemptions from District-Adopted Graduation Requirements

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

In addition, a foster youth, **homeless** student **experiencing homelessness**, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the **additional** requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, **homeless** student **experiencing homelessness**, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

The Superintendent or designee shall not require or request a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

If a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the person holding the right to make educational decisions for the student may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of student's graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

3. Are veterans who entered the military service of the United States U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school
4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Policy

adopted: September 15, 2010

Revised: October 20, 2021, October 19, 2022

Revised: December 14, 2022

Reviewed: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT

Lone Pine, California

EDUCATION FOR HOMELESS CHILDREN

The Governing Board believes that the identification of **homeless** students **experiencing homelessness** is critical to improving the educational outcomes of such students and ensuring that **homeless** students **experiencing homelessness** have access to the same free and appropriate public education provided to other students within the district. The district shall provide **homeless** students **experiencing homelessness** with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

When there are at least 15 **homeless** students **experiencing homelessness** in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of **homeless** students **experiencing homelessness**. (Education Code 52052, 52060, 52064)

The Superintendent or designee shall **regularly** review **district policies at least once every three years** and recommend updates ~~to district policies~~ to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment, identification, enrollment, and retention of such students, including those barriers that are due to absences or outstanding fees or fines. (**Education Code 48851.3**, 42 USC 11432)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison for homeless students shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting **homeless** students **experiencing homelessness** to succeed in school, **and as specified in Education Code 48851.3 related to trainings for district staff providing assistance to students experiencing homelessness**.

The Superintendent or designee shall ensure that each district school identifies all **homeless children and youths** **students experiencing homelessness** and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of **homeless** students **experiencing homelessness**, the Superintendent or designee shall annually **provide and** administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

The Superintendent or designee shall report to CDE the number of students experiencing homelessness, including unaccompanied youths, enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

EDUCATION FOR HOMELESS CHILDREN (continued)

In, addition, order to identify district students who are homeless, the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

The Superintendent or designee shall ensure that placement decisions for **homeless students experiencing homelessness** are based on the student's best interest as defined in law and administrative regulation.

Each **homeless student experiencing homelessness** shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (**Education Code 48850**; 42 USC 11432)

~~Homeless students~~ **Students experiencing homelessness** shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate **homeless students experiencing homelessness** on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet ~~the~~ **their** unique needs ~~of homeless students~~. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for **homeless students experiencing homelessness** are provided in a manner and form understandable to the **student's** parents/guardians ~~of homeless students~~ and to unaccompanied youths.

Information about the living situation of a student experiencing homelessness shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

The Superintendent or designee shall coordinate with other agencies and entities to ensure that ~~homeless children and youth~~ **students experiencing homelessness** are promptly identified, ensure that **homeless students experiencing homelessness** have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to ~~homeless children and youth~~, **students experiencing homelessness** and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local

EDUCATION FOR HOMELESS CHILDREN (continued)

educational agencies, services for **homeless** students **experiencing homelessness** and services for students with disabilities. (42 USC 11432)

At least annually, the district liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of **homeless** students **experiencing homelessness**. Such professional development and technical assistance shall include, but are not limited to, training on the **district's homelessness education program policies**, definitions of terms related to homelessness, **the recognition of signs of that students are experiencing or at risk of experiencing** homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect **homeless** students **experiencing homelessness** with appropriate housing and service providers. (Education Code **48851.3**, 48852.5; 42 USC 11432)

~~The Superintendent or designee shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)~~

At least annually, the Superintendent or designee shall report to the Board on the identification of and outcomes for **homeless** students **experiencing homelessness**, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to more effectively identify and support the education of **homeless** students **experiencing homelessness**.

Annually, the Superintendent or designee shall report to CDE, in accordance with Education Code 51225.1, the number of students experiencing homelessness graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Policy
adopted: April 19, 2017
Revised: April 27, 2022
Reviewed: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

EDUCATION FOR HOMELESS CHILDREN**Definitions**

Homeless students **or students experiencing homelessness** means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48859; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes a homeless child or youth not in the physical custody of a parent or guardian. (Education Code 48859; 42 USC 11434a)

School of origin means the school that the **homeless** student **experiencing homelessness** attended when permanently housed or the school in which the student was last enrolled. If the school the **homeless** student **experiencing homelessness** attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that **he/she the student** attended within the preceding 15 months and with which the student is connected, the district liaison for homeless students ~~shall determine~~, in consultation with and with the agreement of the **homeless** student **experiencing homelessness** and the person holding the right to make educational decisions for the student, **and shall determine which school is** in the best interests of the **homeless** student **experiencing homelessness**, ~~which school shall be~~ **experiencing homelessness** deemed the school of origin. (Education Code 48852.7)

Best interest means that, in making educational and school placement decisions for a **homeless** student **experiencing homelessness**, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

EDUCATION FOR HOMELESS CHILDREN (continued)

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

Superintendent
301 S. Hay St, Lone Pine, CA 93545
(760)876-5579

The district's liaison for homeless students shall: (Education Code 48852.5; 42 USC 11432)

1. Ensure that **homeless** student **experiencing homelessness** are identified by school personnel and through coordinated activities with other entities and agencies
2. Ensure that **homeless** student **experiencing homelessness** enroll in, and have a full and equal opportunity to succeed in, district schools
3. Ensure that **homeless** families and **youth students experiencing homelessness** have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district
4. Ensure that **homeless** families and students **experiencing homelessness** receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services
5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children
6. Disseminate public notice of the educational rights of **homeless** students **experiencing homelessness** in locations frequented by parents/guardians of **homeless children and youth students experiencing homelessness** and by unaccompanied youth, as including schools, shelters, public libraries and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.
7. Mediate enrollment disputes in accordance with law, and the section "Resolving Enrollment Disputes" below
8. Fully inform parents/guardians of **homeless** students **experiencing homelessness** and unaccompanied youth all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

EDUCATION FOR HOMELESS CHILDREN (continued)

9. **Ensure that Offer annual training related to the district's homeless education program policies to school personnel providing who provide services to homeless students, experiencing homelessness including principals and other school leaders, attendance supervisors officers, teachers, enrollment personnel, and specialized instructional support personnel, receive to ensure that such employees are informed of available training, professional development and other support, and the services provided by the district liaison for homeless students**
10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090
11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to **homeless students, experiencing homelessness**, including the collection and provision of comprehensive data to the state coordinator as required by law

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a **homeless student experiencing homelessness** who is undergoing a disciplinary proceeding that could result in the student's expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

The Superintendent or designee shall inform **homeless children and youth, students experiencing homelessness**, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. The Superintendent or designee shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on the CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for **homeless students experiencing homelessness** based on the student's best interest. (**Education Code 48850**; 42 USC 11432)

In determining a student's best interest, a student experiencing homelessness shall, to the extent feasible, be placed in the school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

EDUCATION FOR HOMELESS CHILDREN (continued)

~~In~~ **When** determining the best interest of the **any** student **experiencing homelessness**, the district shall ~~consider~~ **give priority to the request of the student's parent/guardian, or in the case of an unaccompanied youth, the request of the student.** **The student's educational stability and opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress and other** student-centered factors related to the student's best interest, including ~~factors related to the impact of mobility on the student's achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth shall be considered.~~ **(Education Code 48850; 42 USC 11432)**

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a **homeless** student **experiencing homelessness** lives with the student's homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the district liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of the right to appeal. (42 USC 11432)

~~In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in the school of origin, unless his/her parent/guardian requests otherwise. (Education Code 48852.7; 42 USC 11432)~~

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if the student: (Education Code 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records
4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess

EDUCATION FOR HOMELESS CHILDREN (continued)

immunization or other required health records, the principal or designee shall immediately refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations or screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or the school requested by the student's parent/guardian or the student, if an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement regarding the right to appeal the placement decision. The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth. (42 USC 11432)

At the point of any change or subsequent change in the residence of a **homeless student experiencing homelessness**, the student may continue attending the student's school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the **homeless student experiencing homelessness**, has the benefit of matriculating with the student's peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7)

1. If the student is transitioning between grade levels, the student's shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, the student's shall be allowed to continue to the school designated for matriculation in that district.

If the student's **housing** status changes before the end of the school year so that the student is no longer **homeless experiencing homelessness**, the student shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if the student is in grades K-8
2. Through graduation if the student is in high school

Resolving Enrollment Disputes

If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute. (42 USC 11432)

EDUCATION FOR HOMELESS CHILDREN (continued)

The parent/guardian shall be provided with a written explanation of the placement decision, which shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand. The written explanation shall include:

1. A description of the action proposed or refused by the district
2. An explanation of why the action is proposed or refused
3. A description of any other options the district considered and the reasons that any other options were rejected
4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
5. Appropriate timelines to ensure any relevant deadlines are not missed
6. Contact information for the district liaison and state coordinator, and a brief description of those roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter. (42 USC 11432)

In working with a student's parents/guardians to resolve an enrollment dispute, the district liaison shall:

1. Inform **them** **the student's parents/guardians or unaccompanied youth** that **they may provide** written and/or oral documentation to support their position **may be provided**
2. Inform **them** **the student's parents/guardians or unaccompanied youth** that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide **them** a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide **them** a copy of the dispute form they submit for their records
5. Provide **them** the outcome of the dispute for their records

EDUCATION FOR HOMELESS CHILDREN (continued)

When a student's parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter, and any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the district liaison's enrollment decision, the decision may be appealed to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the liaison for homeless students at the county office of education.

Transportation

The district shall provide transportation for a **homeless** student **experiencing homelessness** to and from the student's school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend the student's school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

Any fees that the district charges for home-to-school transportation and other transportation as expressly provided by law shall be waived for students experiencing homelessness. (Education Code 39807.5)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they ~~cease to be homeless~~ **secure permanent housing**, unless the formerly homeless student has an IEP that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

When a **homeless** student **experiencing homelessness** transfers into a district school, **district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the student and includes: (Education Code 51225.2)**

1. **A determination of the days of enrollment and/or seat time, if applicable, for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed**

EDUCATION FOR HOMELESS CHILDREN (continued)

- Partial coursework satisfactorily completed* includes any portion of an individual course, even if the student did not complete the entire course
2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned
 3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school ~~and shall not require the student to retake the course.~~ (Education Code 51225.2)

If the entire course was completed the district shall not require the student to retake the course. (Education Code 51225.2)

If the ~~homeless student did not complete the~~ entire course ~~was not completed at the previous school,~~ the student's shall be issued partial credit for the coursework completed and shall be required to take the ~~uncompleted~~ portion of the course ~~that the student's did not complete at the student's previous school.~~ However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a ~~homeless~~ student in any particular course, the student's shall be enrolled in the same or equivalent course, if applicable, so that the student's may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a ~~homeless~~ student ~~experiencing homelessness~~ from taking

EDUCATION FOR HOMELESS CHILDREN (continued)

or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a **homeless** student **experiencing homelessness** shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements established by the Governing Board.

However, when a **homeless** student **experiencing homelessness** who has completed the student's second year of high school transfers into the district from another school district or transfers between high schools within the district, the student's shall be exempted from all district-~~adopted~~ **established** coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the student's fourth year of high school. Within 30 calendar days of the **homeless** student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for the student's, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies **for it**. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

~~To determine whether a homeless~~ **To determine whether a** student is in the student's third or fourth year of high school, the district shall use either the number of credits the student's has earned as of the date of the transfer ~~or~~, the length of ~~the student's~~ school enrollment, **or, for a student with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school**, whichever qualifies the student's for the exemption. (Education Code 51225.1)

~~The Superintendent or designee shall notify any homeless~~ **If a student experiencing homelessness was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or** ~~student who is granted an exemption and~~ the person holding the right to make educational decisions for the student's ~~may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. A student may request the exemption even if the student is no longer a student experiencing homelessness.~~ **may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. A student may request the exemption even if the student is no longer a student experiencing homelessness.** (Education Code 51225.1)

When the Superintendent or designee determines that a student who transferred into a district school is reasonably able to complete district-established graduation requirements by the end of the student's fourth year of high school, the student shall not be exempted from those requirements. Within 30 calendar days of the following academic year, the student shall be reevaluated based on the student's course completion status at the time, to determine if the student continues to be reasonably able to complete the district-established graduation

EDUCATION FOR HOMELESS CHILDREN (continued)

requirements in time to graduate by the end of the student's fourth year of high school. Written notice as to whether the student then qualifies for exemption shall be provided to the student, the person holding the right to make educational decisions for the student, and if applicable, to the student's social worker or probation officer. (Education Code 51225.1)

If, upon reevaluation, it is determined that the student experiencing homelessness is not reasonably able to complete the district-established graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Superintendent or designee shall provide the student with the option to receive an exemption from district-established graduation requirements or stay in school for a fifth year to complete the district-established graduation requirements upon agreement with the student, or if under 18 years of age, the person holding the right to make educational decisions for the student, and provide notifications in accordance with Education Code 51225.1. (Education Code 51225.1)

When a student experiencing homelessness is exempted from district-established graduation requirements, the Superintendent or designee shall consult with the student and the person holding the right to make educational decisions for the student about the following: (Education Code 51225.1)

1. **Discussion of how any requirements that are waived will may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution**
2. **Discussion and shall provide information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges. (Education Code 51225.1)**
3. **Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption**

The district shall not require or request a homeless student experiencing homelessness to transfer schools in order to qualify for an exemption and ~~no request for a transfer solely to qualify for an exemption shall be~~ **shall not grant any request** made by a homeless student experiencing homelessness, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student **for a transfer solely to qualify for an exemption.** (Education Code 51225.1)

The Superintendent or designee shall not require a student experiencing homelessness who is eligible for an exemption from district-established graduation requirements, and would otherwise be entitled to remain in attendance at the school, to accept the exemption or be denied enrollment in, or the ability to complete, courses for which the student is otherwise

EDUCATION FOR HOMELESS CHILDREN (continued)

eligible, including courses necessary to attend an institution of higher education, regardless of whether such courses are required for statewide graduation requirements. (Education Code 51225.1)

~~If a homeless student is exempted from local graduation requirements,~~ **If a student experiencing homelessness is exempted from district-established graduation requirements the exemption shall not be revoked. Additionally,** the exemption shall continue to apply after the student is no longer homeless **experiencing homelessness** or if the student's transfers to another school, including a charter school, or school district. (Education Code 51225.1)

~~If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within the student's fifth year of high school, the student's shall:~~ (Education Code 51225.1)

The Superintendent or designee shall not require or request a student experiencing homelessness who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

Upon making a finding that a student experiencing homelessness is reasonably able to complete district-established graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. ~~Inform~~ **Consult with** the student and, if under 18 years of age, the person holding the right to make educational decisions for the student's, of the option ~~available to the student~~ to remain in school for a fifth year to complete the ~~district's~~ **district-established** graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution
2. ~~Provide~~ **Consult with and provide** information to the ~~homeless~~ student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the ~~homeless~~ student or with the person holding the right to make educational decisions for the student's if the student's under 18 years of age, permit the student to stay in school for a fifth year to complete the ~~district's~~ **district-established** graduation requirements
4. **Consult with the student or with the person holding the right to make educational decisions for the student of the option to remain in the student's school of origin**

When a student experiencing homelessness who has completed the second year of high school transfers into the district from another school district or transfers between high

EDUCATION FOR HOMELESS CHILDREN (continued)

schools within the district, and is not reasonably able to complete the district-established graduation requirements within the student's fifth year of high school but is reasonably able to complete the statewide coursework requirements within the fifth year of high school, the student shall be exempted from all district-established graduation requirements and be provided with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, the Superintendent or designee shall consult with the student and the person holding the right to make educational decisions for the student, regarding the following: (Education Code 51225.1)

1. The student's option to remain in school for a fifth year to complete statewide coursework requirements
2. The effect of waiving the district-established requirements and remaining in school for a fifth year on the student's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education
3. Other options available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges
4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements

Eligibility for Extracurricular Activities

A homeless student experiencing homelessness who enrolls in any district school shall have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, in interscholastic sports administered by the California Interscholastic Federation. (Education Code 48850)

Notification Complaints and Posting Requirements

Information regarding the educational rights of homeless students experiencing homelessness, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of homeless students experiencing homelessness, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

EDUCATION FOR HOMELESS CHILDREN (continued)

The Superintendent or designee shall ensure that a list of the district's liaison(s) and the contact information for such liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district's web site. (Education Code 48852.6)

Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other **person students** under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

Regulation
Approved: April 19, 2017
Revised: April 27, 2022
Reviewed: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

EDUCATION FOR FOSTER YOUTH**Definitions**

Foster youth means a child who has been removed from his/her home pursuant to Welfare and Institutions Code 309, is the subject of a petition filed under Welfare and Institutions Code 300 or 602, or has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602 or is a nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01. (Education Code 42238.01, 48853.5)

Foster youth, foster child, or student in foster care means any of the following: (Education Code 42238.01, 48853.5)

1. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 300, whether or not the child has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 319 or 361.
2. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, whether or not the child has been removed from the child's home
3. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 727, and is in foster care as defined by Welfare and Institutions Code 727.4(d).)
4. A nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01.
5. A child who has been removed from the youth's home pursuant to Welfare and Institutions Code 309
6. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the court's jurisdiction in accordance with the tribe's law
7. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400(p)

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

EDUCATION FOR FOSTER YOUTH (continued)

School of origin means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended **within the preceding 15 months and with which the foster youth is connected and that the foster youth attended within the preceding 15 months**, the district liaison ~~for foster youth shall determine~~, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, **and in the best interests of the foster youth, which school is the school of origin shall determine in the best interests of the foster youth.** (Education Code 48853.5)

Best interests of a foster youth means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, **the proximity to the school at the time of placement, appropriateness of the educational setting**, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853)

District Liaison

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

Superintendent
 (position or title)
301 S Hay St., Lone Pine, California
 (address)
(760)876-5579
 (phone number)

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)
2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

When a student in foster care is enrolling in a district school, the liaison shall contact, **within two business days of the student's request for enrollment**, the school last attended by the student to obtain, **within two business days**, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request.

EDUCATION FOR FOSTER YOUTH (continued)

(Education Code 48853.5)

3. ~~When required by law, Notify the foster youth's educational rights holder, attorney, and the representative of the appropriate county child welfare agency social worker when the~~ a foster youth is undergoing any expulsion or other disciplinary proceeding, including a manifestation determination ~~prior to a change in the~~ **for a foster youth who is a student with a disability, prior to a change in the** foster youth's placement, ~~when he/she is a student with a disability.~~ (Education Code 48853.5, 48911, 48915.5, 48918.1)
4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973
5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services
6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth
7. Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate services for the district's foster youth
8. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

The Superintendent or designee shall regularly monitor the caseload of the liaison, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the district.

Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.
2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program and submits a written statement to the district indicating that

EDUCATION FOR FOSTER YOUTH (continued)

determination and that he/she is aware of the following:

- a. The student has a right to attend a regular public school in the least restrictive environment.
 - b. The alternate educational program is a special education program, if applicable.
 - c. The decision to unilaterally remove the student from the district school and to place him/her in an alternate education program may not be financed by the district.
 - d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.
3. At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.
- a. The student may continue in the school of origin for the duration of the court's jurisdiction.
 - b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the school year.
 - c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.
 - d. If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the **foster youth's** right to attend the school of origin be waived and **he/she the foster youth** be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

EDUCATION FOR FOSTER YOUTH (continued)

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by ~~his/her~~ a transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth, ~~The foster youth shall be immediately enrolled even if he/she~~ **regardless of whether the foster youth:** (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

If the foster youth or a person with the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, he/she may appeal to the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

The district shall not be responsible for providing transportation to and from the school of origin.

Transportation

The Superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner to enable a foster youth to remain in the school of origin, for the duration of the time spent in foster care, when it is in the foster youth's best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312)

Effect of Absences on Grades

EDUCATION FOR FOSTER YOUTH (continued)

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date he/she left school
2. A verified court appearance or related court-ordered activity

Transfer of Coursework and Credits

When a foster youth transfers into a district school, the district **will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the foster youth and includes:** (Education code 51225.2)

1. **A determination of the days of enrollment and/or seat time, if applicable for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed**

Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course
2. **Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned**
3. **A complete record of the student's seat time, including both period attendance and days of enrollment**

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full or partial credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency and. Education Code 51225.2)

If the entire course was completed the district shall not require the foster youth to retake the course. (Education Code 51225.2)

EDUCATION FOR FOSTER YOUTH (continued)

If the foster youth did not complete the entire course **was not completed at the previous school**, ~~he/she~~ **the foster youth** shall be issued partial credit for the coursework completed and shall be required to take the **uncompleted** portion of the course ~~that he/she did not complete at his/her previous school~~. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, ~~he/she~~ **the foster youth** shall be enrolled in the same or equivalent course, if applicable, ~~so that he/she may continue and complete~~ **to enable the completion of** the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

However, when a foster youth who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, ~~he/she~~ **the foster youth** shall be exempted from all district-~~adopted~~ **established** coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of ~~his/her~~ **the** fourth year of high school. Within 30 calendar days of the foster youth's transfer, the Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for ~~him/her~~ **the foster youth**, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1, 60851)

To determine whether a foster youth is in ~~his/her~~ **the** third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer ~~or~~, the length of ~~his/her~~ **the** school enrollment, **or for a foster youth with significant gaps in school attendance the foster youth's age as compared to the average age of students in the third or**

EDUCATION FOR FOSTER YOUTH (continued)

fourth year of high school, whichever qualifies him/her for the exemption. (Education Code 51225.1)

~~The Superintendent or designee shall notify any foster youth who is granted an exemption and~~ **If a foster youth was not properly notified of an exemption, declined the exemption, or was not previously exempted, the foster youth or the person holding the right to make educational decisions for him/her the foster youth may request the exemption and the Superintendent or designee shall exempt the foster youth within 30 days of the request. A student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)**

When the Superintendent or designee determines that a foster youth who transferred into a district school is reasonably able to complete district-established graduation requirements by the end of the foster youth's fourth year of high school, the foster youth shall not be exempted from those requirements. Within 30 calendar days of the following academic year, the foster youth shall be reevaluated based on the foster youth's course completion status at the time, to determine if the student continues to be reasonably able to complete the district-established graduation requirements in time to graduate by the end of the foster youth's fourth year of high school. Written notice as to whether the foster youth then qualifies for the exemption shall be provided to the foster youth, the person holding the right to make educational decisions for the foster youth, and if applicable, to the foster youth's social worker or probation officer. (Education Code 51225.1)

If, upon reevaluation, it is determined that the foster youth is not reasonably able to complete the district-established graduation requirements in time to graduate from high school by the end of the foster youth's fourth year of high school, the Superintendent or designee shall provide the foster youth with the option to receive an exemption from district-established graduation requirements or stay in school for a fifth year to complete the district-established graduation requirements upon agreement with the foster youth, or if under 18 years of age, the person holding the right to make educational decisions for the foster youth, and provide notifications in accordance with Education Code 51225.1. (Education Code 51225.1)

When a foster youth is exempted from district-established graduation requirements, the Superintendent or designee shall consult with the foster youth and the person holding the right to make educational decisions for the foster youth about the following: (Education Code 51225.1.)

- 1. Discussion of** how any requirements that are waived ~~will~~ **may** affect the foster youth's **postsecondary education or vocation plans, including the** ability to gain admission to a postsecondary educational institution
- 2. Discussion** and ~~shall provide~~ information about **other options available to the student including, but not limited to, a fifth year of high school, possible**

EDUCATION FOR FOSTER YOUTH (continued)

credit recovery, and any transfer opportunities available through the California Community Colleges. (~~Education Code 51225.1~~)

Consideration of the foster youth's academic data and any other information relevant to making an informed decision on whether to accept the exemption

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and ~~no~~ **shall not grant any** request **made by a foster youth or any person acting on behalf of a foster youth** for a transfer solely to qualify for an exemption ~~shall be made by a foster youth or any person acting on behalf of a foster youth.~~ (Education Code 51225.1)

The Superintendent or designee shall not require a foster youth who is eligible for an exemption from district-established graduation requirements, and would otherwise be entitled to remain in attendance at the school, to accept the exemption or be denied enrollment in, or the ability to complete, courses for which the foster youth is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether such courses are required for statewide graduation requirements. (Education Code 51225.1)

If a foster youth is exempted from ~~local~~ **district-established** graduation requirements **the exemption shall not be revoked.** Additionally, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while ~~he/she is~~ still enrolled in school or if ~~he/she~~ **the foster youth** transfers to another school or school district. (~~Education Code 51225.1~~)

~~Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within his/her fifth year of high school, the Superintendent or designee shall:~~
(~~Education Code 51225.1~~)

The Superintendent or designee shall not require or request a foster youth who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the foster youth's fourth year of high school. (Education Code 51225.1)

Upon making a finding that a foster youth is reasonably able to complete district-**established** graduation requirements within his/her fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

- 1 ~~Inform~~ **Consult with** the foster youth and the person holding the right to make educational decisions for him/her of the foster youth's option to remain in school for a fifth year to complete the ~~district's~~ **district-established** graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution

EDUCATION FOR FOSTER YOUTH (continued)

2. **Consult with and** provide information to the foster youth about transfer opportunities available through the California Community Colleges
3. Upon agreement with the foster youth or, if he/she is under 18 years of age, the person holding the right to make educational decisions for him/her, permit the foster youth to stay in school for a fifth year to complete the ~~district's~~ **district-established** graduation requirements
4. **Consult with the foster youth and the person holding the right to make educational decisions for the foster youth of the option to remain in the foster youth's school of origin**

When a foster youth who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, and is not reasonably able to complete the district-established graduation requirements within the foster youth's fifth year of high school but is reasonably able to complete the statewide coursework requirements within the fifth year of high school, the foster youth shall be exempted from all district-established graduation requirements and provided with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, the Superintendent or designee shall consult with the foster youth and the person holding the right to make educational decisions for the foster youth, regarding the following: (Education Code 51225.1)

1. **The foster youth's option to remain in school for a fifth year to complete statewide coursework requirements**
2. **The effect of waiving the district-established requirements and remaining in school for a fifth year on the foster youth's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education**
3. **Other options available to the foster youth, including but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges**
4. **The foster youth's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements**

Eligibility for Extracurricular Activities

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

EDUCATION FOR FOSTER YOUTH (continued)**Notification and Complaints**

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

SUMMER LEARNING PROGRAMS

The Governing Board recognizes that summer school provides valuable opportunities for students to improve their skills and make academic progress. When the need is demonstrated and funds are available, the Superintendent or designee, with Board approval, shall establish summer school day and/or evening classes for purposes of remediation, enrichment, and/or acceleration. **an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide opportunities during the summer for students to practice essential skills, make academic progress, and develop social, emotional, and physical needs and interests through hands-on engaging learning experiences.**

The district shall offer summer instructional programs for graduating high school seniors who need courses for graduation before the beginning of the next school year. (Education Code 41976.5)

The district's summer school program may be used to provide supplemental instruction for students failing to meet academic requirements and/or students who desire enrichment in core academic subjects in accordance with law, Board policy, and administrative regulation. (Education Code 37252, 37252.2, 37252.8, 37253, 41505-41506; 5 CCR 11472)

Enrollment Priorities

Priority to enroll in summer programs shall be given to district students who:

1. Are eligible for supplemental instruction on the basis of retention or recommendation for retention pursuant to Education Code 37252.2
2. Are eligible for supplemental instruction on the basis of insufficient progress toward passing the state high school exit examination pursuant to Education Code 37252
3. Need course credits in order to graduate from high school before the beginning of the next school year

The remaining openings shall be offered to district students on a first come first served basis.

Attendance

Because summer courses cover extensive instructional content in a relatively short time period, students seeking to earn 5 semester units of credit must attend 60 hours of class time and do all required work. Students seeking to earn 10 semester units of credit must attend 120 hours of class time and do all required work.

Summer School

SUMMER LEARNING PROGRAMS, continued

The Superintendent or designee, with Board approval, may establish summer school day and/or evening classes.

As appropriate, priority for enrollment in summer school programs shall be given to district students who:

- 1. Need course credits in order to graduate from high school before the beginning of the next school year**
- 2. Have been retained or are at risk of being retained at their grade level**
- 3. Demonstrate academic deficiencies in core curriculum areas**
- 4. Are in targeted student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program**
- 5. Are in grades transitional kindergarten (TK)-6 and are required to be offered or provided access to Expanded Learning Opportunities Programs pursuant to Education Code 46120 and BP/AR 5184.2 – Before/After School Programs**

The remaining openings shall be offered to other district students on a first-come first-served basis.

Because summer courses cover extensive instructional content in a relatively short time period, students who have more than three excused absences or one unexcused absence may not receive credit for summer session class(es) unless they make-up missed work in accordance with law, Board policy, and administrative regulation.

Sites for summer school programs may be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area, and to accommodate the maintenance needs of district schools.

The Superintendent or designee shall annually report to the Board on summer school enrollment in the current year and previous year for the program as a whole and disaggregated by grade level, school that the students attend during the regular school year, and student population. In addition, the Superintendent or designee may report on the extent to which students successfully achieved the outcomes established for the program.

Additional Summer Learning Opportunities

SUMMER LEARNING PROGRAMS, continued

The Superintendent or designee may collaborate with parents/guardians, city and county agencies, community organizations, child care providers, and/or other interested persons to develop, implement, and build awareness of organized activities that support summer learning. Strategies to support summer learning may include, but are not limited to:

- 1. Providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations**
- 2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity**
- 3. Collaborating with workforce development agencies, businesses, and community organizations to provide summer job training opportunities that include an academic component**
- 4. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals**
- 5. Assigning summer vacation homework in core curricular subject(s) for extra credit**
- 6. Conducting occasional, interactive "fun days" during the summer to provide activities related to art, music, science, technology, mathematics, environmental science, multicultural education, debate, or other subject**
- 7. Arranging opportunities for community service**

CONTINUATION EDUCATION

Program Components

The district's continuation education program shall include the following components:

1. Curriculum that prepares students to meet the course requirements for graduation prescribed in Education Code 51224-51225.3 (5 CCR 11004)
2. A plan to coordinate instruction and training in the continuation education program with students' parents/guardians **the student's home**, employment, and other agencies (5 CCR 11003)
3. Instruction based on individual student needs as determined by counseling and coordination services (5 CCR 11002)
4. Personal guidance in matters affecting students' personal, social, and educational adjustment (5 CCR 11001)
5. Occupational guidance to prepare students for future employment opportunities (5 CCR 11001)
6. Placement in suitable employment whenever students can benefit from such employment, and follow-up visitations at places of employment to determine the effectiveness of the guidance and placement services (5 CCR 11001)
7. Regular home contacts and parent conferences when students are not succeeding in the continuation program (5 CCR 11001)
8. Regular contacts with students enrolled for only four hours per week and all students suspended from continuation education, with the intent of eventually returning them to the full-time continuation education program (5 CCR 11001)
9. Regular communication with all parents/guardians regarding their child's progress in the educational program
10. Opportunities for parent/guardian and community involvement in school activities and program planning
11. Student support services that may include, but are not limited to, academic support services, health services or referrals, child care and development services for the children of enrolled students, and/or prevention and intervention services for alcohol or substance abuse

CONTINUATION EDUCATION

12. Professional development that includes opportunities for teachers to continually improve their instructional and classroom management skills
13. Efforts to ensure school safety and promote a positive school climate

Involuntary Transfer

A decision to transfer a student involuntarily into continuation education classes shall be based on a finding that the student meets either of the following conditions: (Education Code 48432.5)

1. ~~The student committed~~ **Committed** an act enumerated in Education Code 48900.
2. ~~The student~~ **He** has been habitually truant or irregular in attendance from instruction ~~he/she~~ **the student** is lawfully required to attend.

Involuntary transfer to a continuation school shall be made only when other means fail to bring about student improvement. However, a student may be involuntarily transferred the first time ~~he/she commits~~ an act enumerated in Education Code 48900 **is committed** if the principal determines that the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48432.5)

Prior to an involuntary transfer, the student and ~~the student's~~ **the student's** parent/guardian, ~~or a foster youth's educational rights holder, attorney and social worker, or an Indian child's tribal social worker, and if applicable, county social worker,~~ shall be given written notice that ~~they may request~~ a meeting **may be requested** with the Superintendent or designee. (Education Code 48432.5)

At the meeting, the student ~~or~~ **and the student's** parent/guardian, ~~or, if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker, or, if applicable, county social worker,~~ shall be informed of the specific facts and reasons for the proposed transfer. ~~The student or parent/guardian shall~~ **and** have the opportunity to inspect all documents relied upon, question any evidence and witnesses presented, and present evidence on the student's behalf. The student may designate one or more representatives and witnesses to be present with ~~him/her~~ **the student** at the meeting. (Education Code 48432.5)

A written decision to transfer, stating the facts and reasons for the decision, shall be sent to the student and ~~parent/guardian.~~ **the student's parent/guardian or, if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker, or, if applicable, county social worker.** It shall indicate whether the decision is subject to periodic review and the procedure for such review. (Education Code 48432.5)

CONTINUATION EDUCATION (continued)

The persons making the final decision for involuntary transfer shall not be members of the staff of the school in which the student is enrolled at the time. (Education Code 48432.5)

No involuntary transfer to a continuation school shall extend beyond the end of the semester following the semester when the acts leading to the involuntary transfer occurred. (Education Code 48432.5)

Voluntary Enrollment

As space permits, students who meet the eligibility criteria specified in Board policy may voluntarily enroll in a continuation school. A student may be considered for placement in the continuation school whenever his/her the student's parent/guardian submits a written request to the Superintendent or designee or the student is referred by a counselor or school administrator.

Approval of a student's voluntary transfer shall be based on a finding that the placement will promote the educational interests of the student. (Education Code 48432.3)

Voluntary enrollment shall be subject to the following conditions: (Education Code 48432.3, 48432.5)

1. A student's voluntary placement in continuation education shall not be used as an alternative to expulsion unless alternative means of correction have been attempted pursuant to Education Code 48900.5.
2. The district shall strive to ensure that no specific group of students, including a group based on race, ethnicity, language status, or special needs, is disproportionately enrolled in continuation education within the district.
3. The Superintendent or designee shall annually review disaggregated student enrollment data and report such data to the Governing Board. If it is determined that one or more student groups are enrolled in continuation education at a significantly higher level than their proportional enrollment in the district, the Superintendent or designee shall conduct a review of enrollment criteria and procedures to determine the reason for the disproportionate enrollment.
34. A copy of this administrative regulation and accompanying Board policy shall be provided to a student whose voluntary transfer to a continuation school is under consideration and to his/her the student's parent/guardian.
45. Before a student is transferred and upon request by his/her the student's parent/guardian, the parent/guardian may meet with a counselor, principal, or administrator from both the school that the student is currently attending and the continuation school to determine if transferring is the best option for the student.

CONTINUATION EDUCATION (continued)

- 56.** To the extent possible, voluntary transfer to a continuation school shall occur within the first four weeks of each semester.
- 7.** **The transfer is voluntary and the student has a right to return to the student's previous school.**
- 68.** A student who is voluntarily enrolled in continuation education may return to the regular high school at the beginning of the following school year, or at any other time with the consent of the Superintendent or designee.

Intake and Orientation

Upon voluntary or involuntary transfer to a continuation education program, an intake meeting shall be conducted with each student and **his/her the student's** er parent/guardian. At this meeting, the principal or counselor shall provide information about each course and **the** number of credits that the student needs to complete in order to graduate and shall develop an individualized academic plan for the student. The student, and **his/her the student's** parent/guardian as appropriate, shall sign a contract indicating their commitment to these objectives.

In addition, at the beginning of each school year, the district coordinator for continuation education, school counselor(s), or other designee(s) shall provide an orientation session for all incoming students and their parents/guardians in order to **help them understand explain** the credit recovery process and establish expectations for student conduct and participation. As appropriate, extended orientation sessions may be provided to assist students in developing academic, social, communication, anger management, or other skills necessary to success in school.

Minimum Attendance Requirement

In continuation high schools and classes, a day of attendance shall be at least 180 minutes. (Education Code 46170)

Each student shall attend classes for not less than 15 hours per week. However, if a student gives satisfactory proof of regular employment, **his/her the student** may attend classes for not less than four hours per week for the regular school term. These requirements may be met by any combination of attendance in a continuation education class and/or regional occupational center or program. (Education Code 46170, 48402, 48400)

Leaves of Absence

A student enrolled in compulsory continuation education classes may take a leave of absence for up to two semesters for the purpose of supervised travel, study, training, or work in accordance with law, Board policy, and administrative regulation. (Education Code 48416)

CONTINUATION EDUCATION (continued)

Reenrollment

Any person age 16 or 17 years who terminated his/her enrollment in continuation school after obtaining a certificate of proficiency may reenroll in the district once without prejudice. If the student leaves a second time, the Superintendent or designee may deny reenrollment until the beginning of the next semester. (Education Code 48414)

Regulation approved: May 25, 2016
Revised: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

CONFLICT OF INTEREST

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 the Board member's, district employee's, or other designated persons financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's 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)

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.

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)

CONFLICT OF INTEREST (continued)

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)

Conflict of Interest under the Political Reform Act

A district official, including 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 an official position to influence a governmental decision in which the district official knows or has reason to know that there is 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 district official, the district official's immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A district official makes a governmental decision when within the authority of the office or position, the district official authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before another district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a district official shall participate in the making of a contract in which the district official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Incompatible Activities

Governing Board members shall not engage in any employment or activity 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 1126)

Conflict of Interest Code

The district's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by

CONFLICT OF INTEREST (continued)

October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

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

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in

CONFLICT OF INTEREST (continued)

- which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the district if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment
 5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
 6. That of a noncompensated officer of a nonprofit, tax exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records
 7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records
 8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote 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 to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

CONFLICT OF INTEREST (continued)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person 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)

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

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.
2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.
3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.

CONFLICT OF INTEREST (continued)

4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Disqualification Additional Requirements for Board Members 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 the 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. **(Government Code 87105)**
2. ~~Recuse himself/herself from discussing and voting~~ **Not discuss or vote** on the matter, or otherwise acting in violation of Government Code 87100. ~~Theis~~ **This** Board member shall not be counted toward achieving a quorum while the item is discussed. **(Government Code 87105; 2 CCR 18702.5)**

~~The~~ **However,** Board member may speak on the issue during the time that the general public speaks on ~~it the issue.~~ ~~The Board member shall recuse himself/herself from voting on the matter and may~~ leave the dais to speak from the same area as members of the public. ~~He/she~~ **The Board member** may listen to the public discussion **and deliberations** of the matter with members of the public. **(Government Code 87105; 2 CCR 18702.5)**

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. **(Government Code 87105)**

If the item is on the consent calendar, the Board member must recuse himself/herself shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on that matter, but the item. However,

CONFLICT OF INTEREST (continued)

the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)

4. If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her disclose the interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that the recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the **decision item** is considered in closed session **or and shall not** knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)

Conflict of Interest under Government Code 1090 – Financial Interest in a Contract

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)

A Board member shall not be considered to be financially interested in a contract in which there is 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)

In addition, a Board member shall not be considered to be financially interested in a contract in which the 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 a 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

A Board member shall abstain from any official action in which the Board member's private or personal interest may conflict with official duties.

Incompatible Offices and Activities

CONFLICT OF INTEREST (continued)

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)

Gifts

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

The limitations on gifts do 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)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506 exempted from the gift limitation, as described in Items #1 and 2 above, shall nevertheless be reported 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 gathering, in accordance with law. (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

APPENDIX DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

CONFLICT OF INTEREST (continued)

It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

Governing Board Members

Superintendent of Schools

Director of Finance

Bylaw
adopted: September 15, 2010
Revised: April 27, 2022
Reviewed: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

Board Bylaws

MEETINGS AND NOTICES

BB 9320(a)

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

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

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

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

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. **Any doubt about a request for accommodation shall be resolved in favor of accessibility.** (Government Code **54953**, 54953.2, 54954.1, 54954.2)

Regular Meetings

The Board shall hold one regular meeting each month, except for the month of July. Regular meetings shall be held at 5:15 p.m. on the third Wednesday of each month at the Lone Pine Unified School District Conference Room.

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

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the

MEETINGS AND NOTICES

BB 9320(b)

materials available for public inspection at a public office or location designated for that purpose **or on the district web site, consistent with Government Code 54957.5,** at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

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

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

Emergency Meetings

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

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice

MEETINGS AND NOTICES

BB 9320(c)

before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

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

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

Adjourned/Continued Meetings

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

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

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

MEETINGS AND NOTICES

BB 9320(d)

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

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

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

MEETINGS AND NOTICES

BB 9320(e)

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in **items Items** #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Traditional Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.

All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from

MEETINGS AND NOTICES

BB 9320(f)

locations within district boundaries. (Government Code 54953)

Agendas Unless a Board member participates by teleconference pursuant to the provisions described in the sections “Teleconferencing During a Personal Emergency,” “Teleconferencing For ‘Just Cause’ or “Teleconferencing During a Proclaimed State of Emergency” below, **agendas** shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.

All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)

Teleconferencing During a Personal Emergency

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member’s need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board’s regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member’s relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer

comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing for "Just Cause"

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause may exist for any of the following: (Government Code 54953)

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

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer

comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

~~All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)~~

~~All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.~~

Teleconferencing During a Proclaimed State of Emergency

~~The~~ **Until January 1, 2024 the** Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

MEETINGS AND NOTICES

BB 9320(i)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3
4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time
5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed
6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public **using the call-in option or for internet-based service option, or in the event of a disruption within the district's control that prevents** members of the public **to offer from offering** public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
2. State or local officials continue to impose or recommend measures to promote social distancing

MEETINGS AND NOTICES

BB 9320(j)

Bylaw
adopted: September 15, 2010
Revised: February 24, 2021
Revised: February 17, 2022
Reviewed: May 17, 2023

LONE PINE UNIFIED SCHOOL DISTRICT
Lone Pine, California

UNADOPTED

**LONE PINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
MINUTES
April 19, 2023**

The regular meeting was held in the District Office Conference Room, 301 S. Hay Street, Lone Pine, CA.

This meeting was conducted by teleconference at the following location: Susan Lutze from 1404 Vacation Road, San Diego, CA.

1. CALLED TO ORDER & ROLL CALL @ 4:33 p.m.

Mrs. Susan Patton, President	Present
Mrs. Krista Sullivan, Clerk	Present
Mr. Scott Kemp, Member	Present
Mrs. Susan Lutze, Member	Present
Ms. Rachel Yourgules, Member	Present
Patrick Traynor, Superintendent and Secretary to the Board	Present

PUBLIC PARTICIPATION (HEARING SESSION)

No one addressed the Board.

2. CLOSED SESSION (4:30 P.M.)

2.1 Moved by Trustee Yourgules and seconded by Trustee Kemp that the Board convene into closed session to discuss the following items: Motion passed 5-0.

1) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT (G.C. Sec. 54957)

2) PUBLIC EMPLOYMENT (Gov. Code 54957)

a) Sierra Alternative Learning Academy Teacher

b) Instructional Aide One-to-One Specialized

c) Cheerleader Advisor

3) CONFERENCE WITH LABOR NEGOTIATOR (G.C. Sec. 54957.6)

a) District Employees: CSEA, SITA, and Confidential

b) District Negotiators: Patrick Traynor

3. OPEN SESSION (5:15 P.M.)

3.1 Moved by Trustee Sullivan and seconded by Trustee Kemp that the Board return to open session at 5:18 p.m.

3.2 Pledge of Allegiance was led by President Patton.

3.3 Moved by Trustee Kemp and seconded by Trustee Sullivan that the Board approve the agenda order as presented. Motion passed 5-0.

3.4 Trustee Patton reported that no action taken in Closed Session.

4. PRESENTATION SESSION

4.1 Lo-Inyo Student Representative – Thomas Fogarty reported the 8th graders went to Catalina the last week of March and thanked Mr. Kinberg, Gabe and Kristin for being chaperones, it was a very fun trip; 6th & 7th graders went to Death Valley; just came off of spring break and now ready to learn; Magic Show Assembly; Inyo County Spelling Bee was held and Gustavo won first place.

4.2 Lo-Inyo Principal Report – Dr. Patrick Traynor commented that the attendance rate is at 91.11%; announced March students of the month; reported on past events, 8th grade Catalina trip and Magic Show; shared upcoming events.

4.3 LPHS Student Representative – Djenna Garnotel is a senior and will be attending UCSB in the fall. She stated that soil and plant class are growing their own food and learning about plants; 10th graders attended college trip and toured Cal State Pomona and visited the Museum of Tolerance; Lions Club held their annual Easter Egg Hunt and thanked JB Ross for playing the Easter Bunny; Missoula Theater performed the Jungle Book; Drama

Elective Class attended the play Little Shop of Horrors in Bishop; thanked Inyo Register for displaying the art class wall mural in their newspaper and also thanked Ms. Branch for displaying Cerro Coso college.

- 4.4 LPHS Principal Report – Ms. O’Sullivan reported that enrollment is at 103 and attendance rate is at 94.10%; shared upcoming events; FFA State Leadership Conference was amazing, shared a small video; thanked Parish for supporting Healthy Communities event on Saturday.

- 4.5 SITA and/or CSEA Representative Reports – SITA and CSEA Initial Proposal for 2023-24 – Mr. Heist commented that there is a grey area with posting of jobs. The union would like the job postings to be posted internally first and there should be some sort of system in place.

5. RECOGNITION SESSION

Mr. Heist commented that the spelling bee was on April 6th in Bishop and that students were really committed they practiced during lunch and did a really great job. Gustavo won first place and will be traveling to Stockton on May 13th to compete state wide.

- 5.1 The Board applauded the following students for participation in the Annual Inyo County Spelling Bee.

Gustavo Rosas, 7th Grade, First Place Junior High Division

Max Sullivan, 8th Grade, Finalist

Jaycee Eaton, 9th Grade, Finalist

Selena Bowen, 4th Grade, Finalist

Leighton Button, 4th Grade, Finalist

PUBLIC PARTICIPATION (HEARING SESSION)

Ms. Maybury commented that 10th grade college field trip was great and the students were awesome and behaved very well. WASC report is completed, thanked Dr. Traynor for allowing her to take all the staff days off to complete the report and thanked the board for responding to her emails.

6. GENERAL FUNCTIONS OF THE BOARD

NON-CONSENT AGENDA

- 6.1 Moved by Trustee Sullivan and seconded by Trustee Kemp that the Board adopt the following revised and/or updated Board Policy and/or Administrative Regulation as presented to the Board. Motion passed to approve as first read 5-0.

- 1) BP/E 3555, Nutrition Program Compliance
- 2) BP 4030, Nondiscrimination in Employment
- 3) BP/AR 4218, Dismissal/Suspension/Disciplinary Action
- 4) AR 5113, Absences and Excuses
- 5) AR 5131.41, Use of Seclusion and Restraint
- 6) AR 5144, Discipline
- 7) AR 5144.1 Suspension and Expulsion/Due Process
- 8) AR 5144.2, Suspension and Expulsion/Due Process (Students with Disabilities)
- 9) AR 6115, Ceremonies and Observances

- 6.2 Moved by Trustee Kemp and seconded by Trustee Lutze that the Board approve the regular minutes of March 15, 2023, and special meeting minutes of March 14, 2023 and March 20, 2023, as presented to the Board. Motion passed 5-0.

7. PERSONNEL

PUBLIC HEARING REGARDING AB 1200 PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING SETTLEMENT BETWEEN THE DISTRICT AND CONFIDENTIAL EMPLOYEES

Copies of the Public Disclosure of Proposed Collective Bargaining Agreement are available in the Lone Pine Unified School District Office, 301 S. Hay Street, Lone Pine upon request.

- 7.1 Moved by Trustee Kemp and seconded by Trustee Sullivan that the Board approve the proposed settlement agreement for the 2022-23 school year for Confidential employees, as presented to the Board. The agreement includes 5.5% increase, retroactive to July 1, 2022. Motion passed 5-0.

CONSENT AGENDA

Moved by Trustee Kemp and seconded by Trustee Sullivan that the Board approve consent agenda items 7.2 to 7.6. Motion passed 5-0.

- 7.2 Ratify probationary employment of Elizabeth Roripaugh to serve as 6th-12th Alternative Education teacher at Sierra Alternative Learning Academy. Compensation is pending verification of units and employment requirements.
- 7.3 Approve attendance of Susan Patton to attend Delegate Assembly in Sacramento from May 19-May 21, 2023. Costs to the District include two night's lodging at the rate of \$195.00, 3 days per diem, transportation and incidental expenses in accordance with Board Bylaw 9250.
- 7.4 Approve probationary employment of Sarah Grable to serve as Instructional Aide Special Education One-to-One Specialized at Lo-Inyo Elementary School for 5.75 hours per day. Compensation shall be Range 2a Step II on the 2022-23 Classified Salary Schedule.
- 7.5 Approve temporary employment of Danielle Shoshone to serve as Cheerleader Advisor (LPHS) for the 2023-24 school year.
- 7.6 Approve employment of Jordan Kinberg to serve as Home Hospital Teacher for specified high school student, not to exceed 5 hours per week, to be paid his regular hourly rate of pay.

8. CURRICULUM & INSTRUCTION

Discussion Only – Math Curriculum, Nancy O'Sullivan & Jordan Kinberg – Discussion to move from Integrated Math back to traditional math, algebra, geometry, etc. Math scores are low and there has been a different teacher in the classroom every year as well as having substitutes. There are three different curriculums for math for grades K-12. What is best for K-12 and how the district teachers can work together, is there a way to be more consistent. Mr. Kinberg has explored the curriculum and is suggesting to go back to the traditional math curriculum. Will be bringing back a suggestion to the next board meeting.

CONSENT AGENDA

Moved by Trustee Kemp and seconded by Trustee Yourgules that the Board approve consent agenda items 8.1 and 8.2. Motion passed 5-0.

- 8.1 Approve the 2023-24 School Calendar, as presented to the Board.
- 8.2 Approve additional fundraiser of Krispy Kreme Sales and Tamale Dinner for the Class of 2023.

9. BUSINESS AND FINANCE

SPECIAL HEARING RELATED TO APPLICATION FOR TITLE VI INDIAN EDUCATION FUNDS FOR THE 2023-24 SCHOOL YEAR

The Board President will open a special hearing to allow interested staff, parents and community members to comment on the Title VI Indian Education Grant and the continuation of the application for funding during the 2023-24, which will be year two of a multi-year application.

NON-CONSENT AGENDA

- 9.1 Moved by Trustee Sullivan and seconded by Trustee Kemp that the Board approve submission of a continuation application grant for Title VI Indian Education Funding for the 2023-24 school year. Motion passed 5-0.
- 9.2 Moved by Trustee Kemp and seconded by Trustee Sullivan that the Board approve the Annual Financial Audit Report prepared by Eide Bailly, LLP, dated June 30, 2022, as presented to the Board. Motion passed 5-0.

CONSENT AGENDA

Moved by Trustee Yourgules and seconded by Trustee Sullivan that the Board approve consent agenda items 9.3 to 9.10. Motion passed 5-0.

- 9.3 Accept the Williams Quarterly Uniform Complaint Report for the period January 2023 to March 2023.
- 9.4 Approve Marjianne Yonge, Director of Finance, and Kasey Wuester, Executive Secretary/Personnel, as authorized agents of the District to sign and furnish the Federal and State governments with data and documents pertaining to all specially funded programs; authorized agents for Impact Aid; authorized agents for all District and payroll orders, and all district generated reports or documents; and, to sign checks and other documents pertaining to the petty cash and cafeteria funds on behalf of the Board of Trustees for the 2023-24 school year.
- 9.5 Authorize the County Superintendent of Schools to identify and make such transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget for the current fiscal year to permit payment of obligations of the County Superintendent of Schools incurred during the 2022-23 school year.
- 9.6 Approve Resolution No. 2022-23-04, Transfers of Appropriations for 2023-24 school year, as presented to the Board.
- 9.7 Approve the Memorandum of Understanding between the District and Inyo County Office of Education (ICOE) in partnership with Riverside County Office of Education Center for Teacher Innovation Induction Teacher Program from July 1, 2022 through June 30, 2025. The District will reimburse Inyo County Office of Education for half of the total program at the rate of \$1,250.00 per candidate.
- 9.8 Approve Surplus List, as presented to the Board.
- 9.9 Approve Budget Revisions.
- 9.10 Approve Purchase Orders and Warrants.

ITEMS FROM THE SUPERINTENDENT

- A. Long Term Facility Improvements-Financial Investment – Dr. Traynor presented an overview of the minimum and maximum state matching funds that would be available for each school site, Lone Pine High School, Lo-Inyo Elementary School, and Olancho School. He mentioned that the amount available for Sierra Alternative Learning Academy was uncertain. He explained that if one component of an approved Department of State Architecture addressed the Americans with Disabilities Act (ADA), making a site more accessible, the district could apply for state matching funds. He reviewed in more detail the minimum amounts. If Lo-Inyo invested \$661,505 on an approved project, the state would match this with a \$992,257 amount. That is, the district's share would be 40% and the state's share would be 60% of any approved project. He showed the same for Lone Pine High and Olancho. He asked if the Board would entertain notion of the facilities consultant firm Hancock Park & Delong providing services for Lone Pine Unified. He showed that the state has mini grants that would cover a large part of their fees. and get facilities plan assessment for Lo-Inyo. For example, their fees would be approximately \$8,000 per site and the state mini grants would provide approximately \$5,000 per site. The board agreed that hearing directly from the consulting firm at the next meeting would be beneficial.

Dr. Traynor shared CSEA's Sunshine Proposal from the District.

On April 25th, Lo-Inyo Parent Advisory Committee will meet to discuss the Local Control Accountability Plan (LCAP) in conjunction with the School Site Council in reviewing the Single Plan for Student Achievement (SPSA).

ITEMS FROM THE BOARD

Trustee Kemp commented that Healthy Communities held a concert it was a very good night not highly attended and the profits will go towards senior scholarship fund.

Trustee Sullivan commented that Mrs. Lacey did a wonderful job with the Blue/Gold Fundraiser and there was a good turnout.

UPCOMING DATES AND REMINDERS (See District Calendar at www.lpusd.k12.ca.us)

- Wed. May 3
- Academic Excellence Awards in HS AUD 6:00 p.m.

• **Wed. May 17**

- Regular Board Meeting 5:15 p.m. DCR

10. ADJOURNMENT @ 6:59 p.m.

Respectfully Submitted,

Patrick Traynor, Superintendent and
Secretary to the Board

**LONE PINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES SPECIAL MEETING
MINUTES
April 27, 2023**

The special meeting was held in the District Office Conference Room, 301 S. Hay Street, Lone Pine, CA.

1. CALLED TO ORDER, PLEDGE OF ALLIGANCE & ROLL CALL @ 5:04 p.m.

Mrs. Susan Patton, President	Present
Mrs. Krista Sullivan, Clerk	Absent
Mr. Scott Kemp, Member	Present
Mrs. Susan Lutze, Member	Absent
Ms. Rachel Yourgules, Member	Present
Patrick Traynor, Superintendent and Secretary to the Board	Absent

PUBLIC PARTICIPATION (HEARING SESSION)

No one addressed the Board

2. ACTION SESSION (5:00 P.M.)

- 2.1 Moved by Trustee Kemp and seconded by Trustee Yourgules that the Board approve the bid for the Lo-Inyo Library Siding Project, subject to bid specifications. Motion passed 3-0 with Trustees Sullivan and Lutze absent.
- 2.2 Moved by Trustee Kemp and seconded by Trustee Yourgules that the Board approve the bid for LPHS Locker Room Re-Roof Project, subject to bid specifications. Motion passed 3-0 with Trustees Sullivan and Lutze absent.
- 2.3 Moved by Trustee Kemp and seconded by Trustee Yourgules that the Board approve the District's request for California School Employees Association, Chapter 440, request to open negotiations for the 2023-24 school year in the areas of Article XV-Salary; Article XVI-Benefits; and Article IV-Association Rights. Motion passed 3-0 with Trustees Sullivan and Lutze absent.
- 2.4 Moved by Trustee Kemp and seconded by Trustee Yourgules that the approve the District's request for negotiations with Southern Inyo Teachers Association, request to open negotiations for the 2023-24 school year in the areas of: Article 7-Salary; Article 8-Benefits; Article 10-Hours; and Article 13-Class Size. Motion passed 3-0 with Trustees Sullivan and Lutze absent.

PUBLIC PARTICIPATION (HEARING SESSION)

No one addressed the Board

3. CLOSED SESSION

Moved by Trustee Yourgules and seconded by Trustee Kemp that the Board recess to closed session to discuss the following items: Motion passed 3-0 with Trustees Sullivan and Lutze absent.

3.1

- 1) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Gov. Code 54957)
 - a) Superintendent

4. OPEN SESSION

- 4.1 Moved by Trustee Patton and seconded by Trustee Kemp that the Board return to open session at 6:00 pm.
- 4.2 President Patton reported that no action was taken in closed session due to the lack of a quorum.

5. ADJOURNMENT@ 6:03 p.m.

Respectfully Submitted,

Patrick Traynor, Superintendent and
Secretary to the Board

**LONE PINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES SPECIAL MEETING
MINUTES
May 1, 2023**

The special meeting was held in the District Office Conference Room, 301 S. Hay Street, Lone Pine, CA.

1. CALLED TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL

Mrs. Susan Patton, President	Present
Mrs. Krista Sullivan, Clerk	Present
Mr. Scott Kemp, Member	Present
Ms. Susan Lutze, Member	Present
Ms. Rachel Yourgules, Member	Recused
Dr. Patrick Traynor, Superintendent and Secretary to the Board.	Absent

PUBLIC PARTICIPATION (HEARING SESSION)

No one addressed the Board.

2. CLOSED SESSION (4:15 P.M.)

- 2.1** Moved by Trustee Lutze and seconded by Trustee Kemp that the Board convene into closed session at 4:15 p.m. to discuss the following items. Any action taken by the Board on these matters will be reported publicly at the end of the closed session.
 - 1) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Gov. Code sec. 54957)
- 2.2** Moved by Trustee Sullivan and seconded by Trustee Lutze that the Board reconvene into open session at 4:20 p.m.
- 2.3** The Board President reported the following action was taken in Closed Session: The Board took action to approve to interview three candidates for Part-Time Superintendent. Motion passed 4-0, with Trustee Yourgules recused.

3. CLOSED SESSION (4:30 P.M.)

- 3.1** Moved by Trustee Lutze and seconded by Trustee Kemp that the Board convene into closed session at 4:21 p.m. to discuss the following items. Any action taken by the Board on these matters will be reported publicly at the end of the closed session.
 - 2) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Gov. Code sec. 54957)
 - a. Interview candidate(s) for Part-Time Superintendent
- 3.2** Moved by Trustee Patton and seconded by Trustee Sullivan that the Board reconvene into open session at 8:20 p.m.
- 3.3** President Patton reported that no action was taken in Closed Session.

4. ADJOURNMENT @ 8:20 p.m.

Respectfully Submitted,

Patrick Traynor, Superintendent and
Secretary to the Board

UNADOPTED

**LONE PINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES SPECIAL MEETING
MINUTES
May 4, 2023**

The special meeting was held in the District Office Conference Room, 301 S. Hay Street, Lone Pine, CA.

This meeting was conducted by teleconference at the following location: Krista Sullivan from 9626 Volk Ave, Las Vegas, NV.

1. CALLED TO ORDER, PLEDGE OF ALLIGANCE & ROLL CALL @ 4:40 p.m.

Mrs. Susan Patton, President	Present
Mrs. Krista Sullivan, Clerk	Present
Mr. Scott Kemp, Member	Present
Mrs. Susan Lutze, Member	Present left at 6:00 p.m.
Ms. Rachel Yourgules, Member	Recused
Patrick Traynor, Superintendent and Secretary to the Board	Absent

PUBLIC PARTICIPATION (HEARING SESSION)

No one addressed the Board.

2. CLOSED SESSION

2.1 Moved by Trustee Lutze and seconded by Trustee Kemp that the Board recess to closed session to discuss the following items:

- 1) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Gov. Code 54957)
 - a) Part-Time Superintendent

3. OPEN SESSION

3.1 Moved by Trustee Patton and seconded by Trustee Kemp that the Board return to open session at 6:05 p.m..

3.2 President Patton reported that no action was taken in Closed Session.

4. ADJOURNMENT 6:05 p.m.

Respectfully Submitted,

Patrick Traynor, Superintendent and
Secretary to the Board

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
LONE PINE UNIFIED SCHOOL DISTRICT AND THE
SOUTHERN INYO TEACHERS ASSOCIATION**

May 9, 2023

The Lone Pine Unified School District and the Southern Inyo Teachers Association agree to the following:

All teachers initially hired by the district to work in alternative education programs during the second semester of the 2022-2023 school year shall receive credit on Certificated Salary Schedule for their student teaching experiences that occurred from 1991-1993 and/or 1995-1997. These additional years shall be credited on a one-to-one basis: each year of student teaching experience shall equal one year of service credit on the Certificated Salary Schedule for initial placement purposes.



Dr. Patrick Traynor
Superintendent

Date Signed May 10, 2023

Bob Heist, President
Southern Inyo Teachers Association

Date Signed _____



Megan Maybury, Lead SITA Negotiator

Date Signed May 11, 2023

Lone Pine High School

Football 2023-24

Day	Date	Time	Where	Dismiss	Leave
Fri.	Aug 18	7:00 p.m.	HOME vs Coleville		
Fri.	Aug 25	7:00 p.m.	@ Tonopah	11:15	12:00 pm
Sat.	Sept 9	TBD	HOME vs ACE		
Fri.	Sept 15	7:00 p.m.	@ Mammoth	2:15	3:00 pm
Fri.	Sept 29	7:00 p.m.	HOME vs Desert Christian		
Fri.	Oct 6	7:00 p.m.	HOME vs Frazier Mtn		
Fri.	Oct 13	7:00 p.m.	HOME vs Big Pine		
Fri.	Oct 20	7:00 p.m.	* HOME vs Mojave - SENIOR NIGHT		
Fri.	Oct 27	7:00 p.m.	*@ Trona	2:15	3:00 pm
Fri.	Nov. 3		CIF Playoff		

Start times may change pending confirmation from opponents

Revised:

Coach: Bryan Ashley

Principal: Nancy O'Sullivan

AD's: Mike Button & Kasey Wuester

Pending Board Approval: 5/17/23

Lone Pine High School Volleyball Schedule 2023-2024

DATE	DAY	OPPONENT	LOCATION	TIME	DISMISS	DEPART
August 29	Tuesday	Bishop (JV/Var)	Lone Pine	4:00		
August 31	Thursday	* Owens Valley	Owens Valley	5:00		3:45
September 1	Friday	Mammoth (JV/Var)	Lone Pine	4:00		
September 5	Tuesday	*Lee Vining	Lee Vining	5:00	11:45	12:30
September 8	Friday	*Trona	Lone Pine	5:00		
September 12	Tuesday	* Mojave	Lone Pine	5:00		
September 14	Thursday	*Immanuel Christian	Ridgecrest	5:00	1:15	1:30
September 15	Friday	Cal City Tournament	Cal City	9:00		7:00AM
September 16	Saturday	Cal City Tournament	Cal City	TBA		
September 19	Tuesday	*Lee Vining	Lone Pine	5:00		
September 21	Thursday	*Trona	Trona	5:00	1:45	2:00
September 22	Friday	Tonopah (JV/Var)	Tonopah	4:00	10:45	11:30
September 26	Tuesday	Cal City (JV/Var)	Cal City	4:00	12:15	1:00
September 29	Friday	* Owens Valley	Lone Pine	4:00		
October 3	Tuesday	*Baker Valley	Baker Valley	4:00	10:15	11:00
October 5	Thursday	*Mojave	Mojave	5:00	1:45	2:00
October 10	Tuesday	*Big Pine	Big Pine	5:00		3:15
October 13	Friday	*Baker Valley	Lone Pine	4:00		
October 17	Tuesday	*Big Pine	Lone Pine	5:00		
October 19	Thursday	* Immanuel Christian Senior Night	Lone Pine	5:00		
October 25	Tuesday	CIF				
October 27	Thursday	CIF				
November 1	Tuesday	CIF				
November 3	Thursday	CIF				

* Hi-Lo League Matches

Head Coach: Mel Joseph, 32nd season
 Asst. Coach: Alicia Brice, 2nd season
 Colors: Purple/Gold
 Pending Board Approval: May 17, 2023

Athletic Directors: Mike Button & Kasey Wuester
 Principal: Nancy O'Sullivan
 Mascot: Golden Eagles



**COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT
REGARDING DUAL ENROLLMENT
BETWEEN THE KERN COMMUNITY COLLEGE DISTRICT
AND**

Lone Pine Unified School District

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between the Kern Community College District and its respective colleges ("KCCD"), and Lone Pine Unified School District ("DISTRICT"). KCCD and DISTRICT will collectively be referred to as "PARTIES," or individually as "PARTY."

RECITALS

WHEREAS, KCCD is a multi-college District whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the DISTRICT;

WHEREAS, DISTRICT is a high school unified school district located within the regional service area of KCCD unless otherwise specified and agreed to as stated in Education Code section 76004, subdivision (e);

WHEREAS, a high school "includes a community school, continuation high school, juvenile court school, or adult education program offering courses for high school diplomas or high school equivalency certificates" as stated in Education Code section 76004, subdivision (a);

WHEREAS, the PARTIES desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of the Education Code, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils achieve college and career readiness." (Ed. Code, § 76004, subdivision (a)); and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office and KCCD;

WHEREAS, the PARTIES desire to enter into this CCAP, which sets forth their mutual rights and responsibilities and governs their relationship;

WHEREAS, this CCAP Agreement contemplates that the PARTIES will enter into a related Course Agreement ("CA") for the individual courses offered under this CCAP Agreement ("Courses"), that each CA will fully incorporate the terms of this CCAP Agreement, and that each CA will set out the necessary details specific to the subject Programs/Courses;

WHEREAS, the PARTIES intend for KCCD to report full-time equivalent students ("FTES") and obtain state apportionment for the subject Courses given through this CCAP in accordance with California Education Code, section 76004 and the appropriate portions of Title 5 of the California Code of Regulations;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of California Community Colleges pursuant to Education Code section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college (Ed. Code, § 76004, subdivision (k)(2));

WHEREAS, all Courses will be held within KCCD's District boundaries;

NOW, THEREFORE, PARTIES mutually agree as follows:

TERMS

1. **Recitals.** The above recitals are incorporated herein and made a part of this CCAP Agreement.
2. **Effective Date and Duration.** This CCAP Agreement shall be effective on July 1, 20²³ and continue in effect until June 30, 20~~26~~²⁶ or until duly modified or terminated by the PARTIES in accordance with this CCAP Agreement.
3. **Early Termination.** This CCAP Agreement may be terminated by either PARTY with cause if another PARTY fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the PARTY fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This CCAP Agreement may be terminated without cause and for any reason by any PARTY. The PARTY desiring early termination without cause must provide written notice to the other PARTIES. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. Any students currently enrolled in KCCD Courses under this CCAP Agreement shall be allowed to complete those Courses prior to the termination of this CCAP Agreement.

The indemnification provisions contained in this CCAP Agreement shall survive termination.

4. **Course Agreements ("CA").** The terms of this CCAP Agreement are deemed to be part of and fully incorporated into any and all presently existing or future CAs unless expressly modified by a related CA. Related CAs will typically address the scope, nature, time, date, location, number of educational hours, KCCD credits offered, number of students, and other specifics related to each Course. The terms of this CCAP Agreement may be modified by individual CA as necessary, including eligibility requirements for students to enroll in a particular Course or Courses.

This CCAP Agreement will prevail if there is any inconsistency between the CCAP Agreement and an express provision of a CA.

5. **Required Information.**

- A. The total number of high school students to be served by this CCAP Agreement is estimated at 40.
- B. The total number of full-time equivalent students projected to be claimed by KCCD for apportionment under this CCAP Agreement is estimated at _____.
- C. The criteria to assess the ability of pupils to benefit from those Courses is as follows:

- D. Points of contact and Educational Administrators are as follows:

KCCD: _____

COLLEGE(s): _____

DISTRICT: Nancy O'Sullivan

(Ed. Code, § 76004, subdivision (c)(2))

- i. Among other things, the KCCD Educational Administrator and the DISTRICT Educational Administrator shall collaborate to determine the process for timely receiving, investigating, and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in the CCAP program consistent with the Dispute Resolution in section 14 of this agreement.
- E. All sharing of information between KCCD and the District shall be in compliance with Federal Educational Rights and Privacy Act and State law. Where exceptions to those laws allow KCCD and the District to share information without the consent of the students, KCCD and the District will follow the requirements of FERPA and State law. No data shall be shared by either PARTY until the other PARTY is satisfied, in its sole discretion, as to the safety and security of that data in the other PARTY's control. Where there is no exception, sharing information will require a signed, dated release from the student explicitly authorizing the sharing of personally identifiable information about the student. KCCD and the DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Ed. Code, §§ 49064, 49076, 76222, & 76243.)

- i. By signature of its authorized representative or agent on this CCAP Agreement, the KCCD and the DISTRICT hereby acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent.
 - ii. Data sharing requirements and responsibilities of each PARTY are to be detailed in ATTACHMENT A to this CCAP Agreement.
- F. KCCD and DISTRICT shall not utilize Joint Use Facilities. Instruction shall occur on the DISTRICT campuses or KCCD campuses.
- G. Parents or legal guardians shall be required to sign a form consenting to the enrollment of their pupils in community college Courses offered by KCCD. The consent form shall be submitted to and be maintained by KCCD.
 - i. Students participating in Courses pursuant to this CCAP Agreement shall be required to submit only one parental consent form and principal recommendation for the duration of the student's participation. (Ed. Code, § 76004, subdivision (c)(1).)
 - ii. Pursuant to KCCD Policy and Regulation, KCCD data concerning a student shall not be shared with parents without a signed, dated release from the student authorizing the sharing of that data.

6. Required Certifications.

- A. The Board of Trustees of KCCD and DISTRICT will pass a resolution approving this CCAP Agreement as required under Education Code section 76004. KCCD and the DISTRICT shall present, take comments from the public on, and approve or disapprove the dual enrollment partnership agreement at an open public meeting of the governing board of the partner. (Ed. Code, § 76004, subdivision (b)(2).)
 - i. For career technical education pathways to be provided under the CCAP Agreement, KCCD and the DISTRICT shall consult and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The governing board of each PARTY shall have final decision-making authority regarding the career technical education pathways to be provided under the partnership. (Ed. Code, § 76004, subdivision (b)(1).)
- B. All KCCD faculty teaching a Course on a DISTRICT campus will not have been convicted of sex offenses or controlled substance offenses. (Ed. Code, §§ 87010, 80711, 76004, subdivision (h).) Prior to, and as a condition to commencement of KCCD's performance under this CCAP Agreement, KCCD shall certify that all KCCD employees, contractors, and volunteers entering a DISTRICT campus are

in compliance with California fingerprint and criminal background clearance and TB risk assessment and clearance, per Ed. Code §§ 45125.1 et seq. and 49406.

- i. Additional requirements of KCCD faculty teaching a Course on a DISTRICT campus must be outlined and agreed to on ATTACHMENT B to this CCAP Agreement.
- C. KCCD faculty teaching a Course at a DISTRICT campus will not displace or cause the termination of an existing DISTRICT teacher teaching the same course on the DISTRICT campus. (Ed. Code, § 76004, subdivision (i).)
- D. DISTRICT teachers teaching a Course offered for college credit at a DISTRICT school will not displace or cause the termination of an existing KCCD faculty teaching the same Course at KCCD. (Ed. Code, § 76004, subdivision (j).)
- E. Community college Courses offered for college credit at the DISTRICT campus will not reduce access to the same Courses offered at KCCD colleges. (Ed. Code, § 76004, subdivision (k)(1).)
- F. Participation in the partnership is consistent with the core mission of the community colleges pursuant to Education Code, section 66010.4. (Ed. Code, § 76004, subdivision (k)(2).)
- G. High school students participating in the partnership will not lead to enrollment displacement of otherwise eligible adults at KCCD colleges. (Ed. Code, § 76004, subdivision (k)(2).)
- H. Both KCCD and DISTRICT will comply with local bargaining requirements and all state and federal reporting requirements. (Ed. Code, § 76004, subdivision (l).)
- I. The DISTRICT certifies that it shall teach DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142.
- J. A copy of the CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subdivision (c)(3).)
- K. This CCAP Agreement certifies that any pretransfer-level course taught by KCCD faculty at a DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the DISTRICT, and shall involve collaborative effort between the DISTRICT and the KCCD faculty to deliver an innovative pretransfer course as an intervention in the student's junior or senior year to ensure the student is prepared for college level work upon graduation. (Ed. Code, § 76004, subdivision (n).)

- L. When an instructor is teaching a CCAP Agreement course(s) as an employee of KCCD, KCCD will be the employer of record for that instructor. (Ed. Code, § 76004, subdivision (m)(1).) When an instructor is teaching a CCAP Agreement course(s) as an employee of the DISTRICT, the DISTRICT will be the employer of record for that instructor. (Ed. Code, § 76004, subdivision (m)(1).)
- M. When an instructor is teaching a CCAP Agreement course(s) as an employee of KCCD, KCCD will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subdivision (m)(2).) When an instructor is teaching a CCAP Agreement course(s) as an employee of the DISTRICT, the DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subdivision (m)(2).)

7. Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This CCAP Agreement.

These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

- A. Limiting Enrollment to High School Students. KCCD may limit enrollment in a community college course solely to eligible pupils of the DISTRICT if the course is offered at a DISTRICT campus, either in person or using an online platform, during the regular school day and the college Course is offered pursuant to a CCAP partnership agreement. (Ed. Code, § 76004, subdivision (o)(1).)
- B. FTES. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to paragraph (1) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code, § 76004, subdivision (o)(2).)
- C. Responsibilities of Each PARTY. KCCD Board Policies, Administrative Regulations, and procedures apply to the Course and to the students enrolled in those Courses and KCCD is responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to KCCD, as well as any corresponding local policies, practices, and requirements of the DISTRICT.
 - i. This CCAP Agreement is subject to DISTRICT Board Policy and Administrative Regulation 2218 Dual Enrollment.
- D. Enrollment Period. The enrollment period shall be determined by KCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.
- E. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. KCCD will determine the student learning outcomes for each of the Courses and the number of course hours necessary to meet the performance objectives. The

performance objectives and corresponding course hours shall be specified in the related CA.

- F. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with KCCD and DISTRICT guidelines, Board Policies, Administrative Regulations, pertinent statutes, and regulations.
- i. All students will be under the immediate supervision of an employee of the DISTRICT or KCCD, as designated by the DISTRICT and KCCD.
 - ii. Where a health or safety emergency arises at a class at a DISTRICT location, the DISTRICT will be responsible for taking the lead to deal with the health and safety issue and ensure the safety of the school, its staff, and students.
 - iii. Discipline for actions taken during College Courses will be pursuant to both the DISTRICT and KCCD board policies and administrative regulations.
 - iv. The DISTRICT shall be responsible for all ADA and Individual Education Plan issues for its students; KCCD shall be responsible for any academic accommodations deemed necessary through the KCCD DSPS program.
- G. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with KCCD guidelines, policies, pertinent statutes, and regulations. Transcripts will be annotated according to KCCD policy.
- H. Right to Control and Direct Instructional Activities. KCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all faculty teaching those Courses, including those who are also DISTRICT personnel. This does not limit the right of the DISTRICT to select its employees, including its right to hire, terminate, transfer, and promote its employees.
- I. Minimum Qualifications for Faculty Teaching Courses. All faculty that teach Courses offered as part of this CCAP Agreement shall meet the minimum qualifications to provide instruction in the discipline of the Course in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended, and be hired by the KCCD.
- J. Facilities. DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to KCCD or students. DISTRICT agrees to clean, maintain, and safeguard DISTRICT's premises. DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- K. Review of KCCD Courses on DISTRICT Campuses. The DISTRICT and KCCD agree to using the methods marked below for ensuring that courses offered as

part of this CCAP Agreement in the DISTRICT are the same as the courses offered on KCCD campus and comply with KCCD academic standards.

Mark all that are agreed to by the PARTIES and attach any forms to be used to this CCAP Agreement.



Site visit and classroom observation, no more than once per term unless agreed upon by both PARTIES.



Course Review, no more than once per course every three years unless agreed upon by both PARTIES.



Adjunct Instructor Evaluation, no more than once every three years unless agreed upon by both parties.



Other:

- L. Equipment. DISTRICT will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all DISTRICT students. The PARTIES understand that such equipment and materials are DISTRICT's sole property. KCCD shall approve the type, make, and model of all equipment and materials to be used during each Course. DISTRICT understands that no equipment or materials fee may be charged to students.
- M. Enrollment. Enrollment shall be open to any DISTRICT pupil who has been admitted to KCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by KCCD. Applicants must meet the standards and prerequisites of the KCCD.
- i. College Admissions. Procedures for students participating in this CCAP Agreement shall be governed by KCCD and shall comply with the admissions and registration guidelines set forth in applicable law and KCCD policy. KCCD will be responsible for processing student applications. KCCD will provide the necessary admission procedures and both KCCD and DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- ii. Registration. KCCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. DISTRICT will assist KCCD as necessary. A successful enrollment requires that each student has completed the full enrollment

process provided by KCCD, has parental permission, the application and parental permission has been delivered to and accepted by KCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard KCCD student liability and medical care coverage, if applicable.

- iii. Priority Registration. KCCD may assign priority course registration to a pupil seeking to enroll in a KCCD Course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section 76001. (Ed. Code, § 76004, subdivision (g)(1).)
- iv. Units. Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in Education Code section 76004, subdivision (p). Specifically, the units must constitute no more than four (4) community college courses per term and be part of an academic program that is part of the CCAP Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed. Code, § 76004, subdivision (p)(1-3).)

N. Enrollment Fees. Pursuant to KCCD Board Policy, Education Code sections 76300 subdivision (f), and 76004, students enrolled in Courses under this CCAP Agreement shall be exempt from fees described in Education Code sections 76060.5 (student body fee), 76140 (nonresident tuition), 76223 (copies of records), 76300 (student fee), 76350 (apprenticeship fees), and 79121 (child development center fees). Students enrolled in these Courses will pay all other applicable fees (i.e Universal Transit Fee, or other fees etc.).

O. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to KCCD periodically, or upon demand, and shall be maintained by KCCD.

P. Ancillary Support Services for Students. Both KCCD and DISTRICT shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance. Student individualized education plans (IEPs) are not in effect while students are receiving instruction from KCCD, but KCCD students with disabilities are eligible to receive services from the Disabled Services Programs and Services (DSPS) at the COLLEGE.

8. Liaison/Mentor. At no cost to the DISTRICT, KCCD will provide the services of faculty members who will facilitate coordination and cooperation between KCCD and DISTRICT. KCCD will provide DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this CCAP Agreement, including, but limited to, syllabus preparation, planning lessons and assignments, and conducting appropriate student assessments.

9. **Support Staff.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
- A. **DISTRICT to Provide Support Services.** Unless otherwise provided for in a related CA, DISTRICT will provide personnel to perform the following services on its campus: clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.
 - B. **DISTRICT is Responsible for its Own Personnel.** DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing these services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of KCCD, specifically with regard to KCCD policies and procedures.
10. **Instructors.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
- A. **KCCD to Select Instructors.** KCCD may select instructors from DISTRICT personnel nominated by the DISTRICT, or other sources. DISTRICT personnel will perform instructional duties on duty time. DISTRICT personnel selected to be instructors remain employees solely of the DISTRICT, subject to the authority of the DISTRICT, but will also be subject to the authority of KCCD, specifically with regard to their duties as instructors. KCCD will exercise this authority in consultation with DISTRICT.
 - B. **District May Nominate Instructors.** DISTRICT shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. DISTRICT shall ensure that all instructor nominees possess all minimum qualifications, any certificates or other training requirements that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.
 - C. **Instructors Requirements.** Based on requests for College Courses from the DISTRICT, KCCD and the DISTRICT shall determine the number of faculty, the ratio of faculty to students, and the subject areas of instruction necessary to offer the pathways agreed to in this CCAP Agreement.
 - D. **Orientation Meeting.** Instructors shall attend an orientation meeting if scheduled and KCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.
 - E. **Instructor Agreement with KCCD.** All DISTRICT teachers providing instruction under this CCAP Agreement shall enter into a Course Instructor Agreement ("CIA") with KCCD as provided in Title 5 CCR section 58058(b). The DISTRICT retains the right to ensure that the instructor complies with DISTRICT policies and expectations when teaching a College Course under the terms of the CCAP Agreement.

- F. No Other Assigned Duties. Instructors teaching courses under this MOU shall not have any other assigned duty while Course instruction is taking place.
- G. Reimbursement. If the course instructor is an employee of DISTRICT then KCCD shall reimburse DISTRICT in an amount equal to at least 25% of the cost to DISTRICT for employing the instructor during the time the course is in session. For example, if the instructor's normal load is five class periods plus a prep period, then KCCD shall reimburse DISTRICT in an amount equal to 25% of 1/6 of the daily compensation paid by DISTRICT to the instructor for each day the College Course is taught. The amount to be paid by KCCD to the DISTRICT for each section that is active through the end of the term shall be specified in the Course Agreement ("CA").

11. Instruction and Assessment of Learning and Conduct.

- A. Instruction. All lectures will conform to KCCD approved curriculum and course outlines and recommendations of experienced KCCD faculty. All Courses must follow KCCD's required hours of instruction and meet KCCD's minimum enrollment requirements. Instructional presentations will incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.
- B. Assessment. Students enrolled in KCCD courses offered as part of this CCAP Agreement at the DISTRICT shall be held to the same standards of achievement as students in courses taught on any KCCD campus. Students enrolled in KCCD courses offered as part of this CCAP Agreement at the DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the KCCD campus. Students enrolled in KCCD courses offered as part of this CCAP Agreement at the DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the KCCD campus.
- C. Conduct. Students enrolled in KCCD courses offered as part of this CCAP Agreement at the DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the KCCD campus.

12. Facilities. The PARTIES contemplate that primarily, the facilities of the DISTRICT will be utilized to carry out the goals of this CCAP Agreement and any related CA, although from time to time KCCD facilities may be utilized subject to mutual written agreement by the PARTIES as expressed in a related CA. DISTRICT agrees to defend, hold harmless, and indemnify KCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, faculty, or third PARTY be injured as a result of or connected with the condition of the DISTRICT's premises, in whole or in part. The indemnity shall survive termination of this CCAP Agreement and is in addition to any other rights or remedies KCCD may have under law or otherwise.

13. **Dispute Resolution.** KCCD and DISTRICT recognize that, from time to time, disputes may arise between KCCD employees or students and DISTRICT employees or students. When such disputes arise, KCCD and DISTRICT shall collaborate and use best efforts to resolve such disputes informally. Where informal resolution is not successful, or the PARTIES must address a formal interagency complaint, the following process will be utilized to resolve the matter.
- A. The PARTY receiving the complaint will timely notify the other, and promptly provide the other PARTY with any written complaint received.
 - B. KCCD and DISTRICT will review the complaint to determine, based on the nature of the complaint, whether any state or federal statutory or regulatory timelines or other procedural requirements apply, including but not limited to:
 - i. Whether KCCD is required to report the complaint to the State Chancellor pursuant to Title 5 of the California Code of Regulations.
 - ii. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or applicable state or federal laws, including but not limited to Title IX of the Education Amendments of 1972.
 - iii. If either KCCD or DISTRICT finds such rights to exist, they shall notify the other, and KCCD and DISTRICT shall cooperate as needed in carrying out these requirements. It is understood that such requirements may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.
 - C. Within three (3) business days of either PARTY receiving the complaint, the PARTIES will discuss the nature and severity of the allegations and come to a mutual agreement regarding the need for and scope of any investigation required. If it is agreed that a formal investigation is required, the PARTIES will mutually agree upon an investigator, who may be an outside investigator, or qualified employee of KCCD or DISTRICT. If the PARTIES agree to have the matter investigated internally by either a KCCD or DISTRICT employee, the other PARTY may designate an employee to attend all witness interviews. Where it is determined that an outside investigator will be used, the cost will be divided between the PARTIES.
 - D. If, despite the good faith effort of the PARTIES, they are unable to agree on a process for investigating the complaint, the PARTY whose employee/student is the subject of the complaint will determine the process.
 - E. KCCD and DISTRICT will cooperate in any investigation initiated and make its employees available to the investigator.
 - F. Interviews of KCCD and DISTRICT employees shall comply with any rights and protections afforded to them under an applicable collective bargaining agreement

or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.

- G. The investigator will prepare a report that will be provided to both PARTIES setting forth findings as to the allegations and the basis for the findings. The PARTIES will maintain confidentiality of all documents related to an investigation to the greatest extent possible. This CCAP Agreement does not limit the right of either PARTY or its counsel to utilize an investigatory report in defense of any future claims.
- H. KCCD and DISTRICT shall share any and all materials from the investigation as permitted by law.
- I. KCCD and DISTRICT have sole discretion in determining any disciplinary measures to be imposed against their respective employees or students.
- J. Regardless of any disciplinary measures taken by KCCD or DISTRICT against its respective employees or students, the other PARTY retains the right to have the subject of a sustained complaint removed from participating in or providing services for the program that is the subject of this CCAP Agreement.

14. **Workers' Compensation.** DISTRICT shall be the "primary employer" for all its personnel who perform services as support staff. DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement or any related CA. DISTRICT agrees to hold harmless, indemnify, and defend KCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by DISTRICT personnel connected with providing services under this CCAP Agreement or any related CA. DISTRICT is not responsible for non-District personnel who may serve as faculty or students who are not affiliated with the DISTRICT. These provisions may not be voided, modified nor waived by a related CA.

15. **Reporting Requirements.** Annually, KCCD and DISTRICT shall report all of the following information to the office of the Chancellor of the California Community Colleges: (Ed. Code, § 76004, subdivision (t)(1)(A-E).)

- A. The total number of high school pupils by school-site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- B. The total number of community college Courses by course category and type and by school-site enrolled in by partnership participants.
- C. The total number and percentage of successful Course completions, by course category and type and by school-site, of partnership participants.
- D. The total number of full-time equivalent students generated by CCAP partnership community college district participants.

- E. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants.

16. Indemnification.

- A. DISTRICT shall defend, hold harmless, and indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. KCCD shall defend, hold harmless, and indemnify DISTRICT, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of KCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. Notwithstanding the above, KCCD's total liability under this section shall not exceed \$2,000,000.00.
- C. DISTRICT shall have no obligation to defend, hold harmless, or indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and KCCD shall have no obligation to defend, hold harmless, or indemnify DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.
- D. This indemnity shall survive termination of this CCAP Agreement or any related CA, and is in addition to any other rights or remedies that DISTRICT or KCCD may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

17. Insurance Requirements.

- A. During the entire term of this Agreement, each PARTY shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth

below and shall provide the additional insured endorsements that name the other PARTY as an additional insured on each PARTY's General Liability policy and Automobile Liability policy. Minimum Scope of Insurance: Coverage shall be:

- i. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
 - ii. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - iii. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- B. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of any services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the other PARTY. Each PARTY's insurer shall agree to waive all right of subrogation against the other, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the other PARTY. Each PARTY shall provide the other with certificates of insurance and required executed endorsements, evidencing compliance with this section, prior to the commencement of any Courses. On request, each PARTY shall furnish copies of any and/or all of the required insurance policies.
- C. Nothing in this section concerning minimum insurance requirements shall reduce a PARTY's liability or obligations under the indemnification provisions of this CCAP Agreement.
- D. The PARTIES acknowledge that both PARTIES are permissibly self-insured under California law.
- E. These provisions may not be voided, modified nor waived by a related CA.

18. **Discrimination and Harassment.** Each PARTY agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.
19. **Entire Agreement.** This CCAP Agreement and any related CAs constitute the entire agreement between the PARTIES with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No PARTY has been induced to enter into this CCAP Agreement by, nor is any PARTY relying on, any representation or promise outside those expressly set forth in this CCAP Agreement and any related CA.
20. **Amendment.** The provisions of this CCAP Agreement may be modified only by mutual written agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.
21. **Waiver.** Unless otherwise precluded by the terms of this CCAP Agreement, terms or conditions may be waived by the PARTY entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving PARTY to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
22. **Assignment.** Neither PARTY may assign any rights or benefits or delegate any duty under this CCAP Agreement without written consent of the other PARTY. Any purported assignment without written consent shall be void.
23. **PARTIES in Interest.** Nothing in this CCAP Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this CCAP Agreement on any person other than the PARTIES to it and their respective successors and assigns, nor is anything in this CCAP Agreement intended to relieve or discharge the obligation or liability of any third person to any PARTY to this CCAP Agreement, nor shall any provision give any third person any right to subrogation or action against any PARTY to this CCAP Agreement.
24. **Severability.** If any provision of this CCAP Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the CCAP Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
25. **Notices.** Any notice under this CCAP Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the PARTIES or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the PARTIES at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that

mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

Addresses for Notices to KCCD and DISTRICT:

Kern Community College District
Attn: General Counsel
2100 Chester Avenue
Bakersfield, CA 93301

NAME AND ADDRESS OF SCHOOL DISTRICT
Attn: LONE PINE UNIFIED SCHOOL DISTRICT

PO BOX 159

LONE PINE, CA 93545

26. **Authority to Enter Into CCAP Agreement.** Each PARTY to this CCAP Agreement represents and warrants that it has the full power and authority to enter into this CCAP Agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this CCAP Agreement.
27. **Status of the PARTIES.** Neither PARTY is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other PARTY. DISTRICT shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this CCAP Agreement and any related CA. DISTRICT shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this CCAP Agreement and any related CA.
28. **Retention and Audit of Records.** Each PARTY shall maintain records pertaining to this CCAP Agreement and related CAs as may be required by federal and state law. Each PARTY may review and obtain a copy of the other PARTY's pertinent records subject to federal and state privacy statutes.
29. **Governing Law and Venues.** This CCAP Agreement will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this CCAP Agreement shall be Kern County, California.

IN WITNESS WHEREOF the PARTIES hereto have caused this CCAP Agreement to be executed on the date signed below.

AGREED AND ACCEPTED by DISTRICT:

Name: _____

Title: SUPERINTENDENT

District: LONE PINE UNIFIED SCHOOL DISTRICT

Signature: _____

Date: _____

AGREED AND ACCEPTED by KCCD:

Name: Mike Giacomini

Title: Chief Financial Officer

KERN COMMUNITY COLLEGE DISTRICT

Signature: _____

Date: _____

ATTACHMENT A: DUAL ENROLLMENT DATA SHARING AGREEMENT

I. Purpose

The purpose of this attachment ("ATTACHMENT A") to the Memorandum of Understanding ("MOU") for Dual Enrollment or the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") between the Kern Community College District ("KCCD") and Lone Pine Unified School District ("DISTRICT") is to establish a secure protocol for sharing student information that is protected under the Family Educational Rights and Privacy Act (FERPA) and must remain confidential to anyone outside of the scope of the existing MOU or CCAP Agreement.

II. Parties

This attachment pertains to the parties listed below.

"DISTRICT": Lone Pine Unified School District

"KCCD": Kern Community College District

"COLLEGE": Cerro Coso Community College

III. Responsibilities

By signing this attachment, each party agrees to the following responsibilities.

a. DISTRICT Responsibilities

The DISTRICT will identify point(s) of contact from their institution who will receive the reports mentioned in ATTACHMENT A. Each point of contact must be listed on ATTACHMENT A. Changes in point(s) of contacts must be submitted with an updated ATTACHMENT A document.

b. COLLEGE and KCCD Responsibilities

The COLLEGE or KCCD will provide the following reports to the designated point(s) of contact at the DISTRICT according to the frequency listed below.

1. **Student Enrollment Report:** This report shall identify the enrollment status of DISTRICT students for the current term. This report will include student name, student college identification number, student date of birth, course number, course name, course reference number, and student registration status. This report will be provided before the enrollment deadlines for the term, unless otherwise agreed upon by both parties.
2. **Missing Dual Enrollment Grades Report:** This report shall identify missing dual enrollment grades for course sections offered under the current MOU or CCAP Agreement with the DISTRICT. The report shall include student name, student college identification number, student date of birth, course number, course name, and course reference number for all missing grade items from the DISTRICT. This report will be provided as many times as necessary until all missing grade items are received.

3. **Student Grade Report:** This report shall identify the grades received by DISTRICT students for the current term. This report will include student name, student college identification number, student date of birth, course number, course name, course reference number, and final grade. This report will be provided within 30 days of the final grade roll for the term, unless otherwise agreed upon by both parties.
4. **Program Summary Charts/Graphs:** The COLLEGE or KCCD may share program summary charts and/or graphs with the DISTRICT that do not contain identifiable student information. The purpose of these documents will be to provide a summary of numbers and percentages that demonstrate the progress of the program over the years. These documents that do not contain identifiable student information can be shared publicly.

IV. Confidentiality

All data identifying students will be secured using secure data transfer protocols to ensure confidentiality.

V. Data Handling, Destruction, and Security

The DISTRICT shall collect, store, and manage data in accordance with the following provisions:

- a. **Data Destruction:** The DISTRICT shall return or destroy any and all data: (i) provided by KCCD, or (ii) owned by KCCD, immediately upon the request of KCCD or immediately upon the termination of the MOU or CCAP Agreement.
- b. **Data Security:** The DISTRICT shall (i) prevent unauthorized access, modification, destruction, and dissemination; (ii) ensure the data are kept secure and confidential; and (iii) maintain the integrity, completeness, and accuracy of the data. Access to the information will be restricted to school officials with legitimate educational interest.

VI. DISTRICT Point(s) of Contact

The DISTRICT employee(s) who should receive the reports mentioned in ATTACHMENT A are listed below. The DISTRICT certifies that each person listed below is an active employee of the DISTRICT and has authority to view the information provided on these reports. Should the employment status of any person listed below change at any time, the DISTRICT will notify the COLLEGE and KCCD immediately.

Name	Job Title	Email Address
Nancy O'Sullivan	Principal	nosullivan@lpusd.k12.ca.us
	Superintendent	@lpusd.k12.ca.us

VII. Term of this Attachment

This attachment shall be in effect for all academic years that the DISTRICT and KCCD have valid partnerships established by an MOU or CCAP Agreement. Any participant(s) listed as a party on ATTACHMENT A may terminate its participation by delivering written notice of its intent to terminate said participation. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

AGREED TO AND ACCEPTED:

KERN COMMUNITY COLLEGE DISTRICT

Name: Mike Giacomini

Title: Chief Financial Officer

Date: _____

AGREED TO AND ACCEPTED:

Lone Pine Unified School Distric

Name: _____

Title: Superintendent

Date: _____

AGREED TO AND ACCEPTED:

_____ COLLEGE

Name: _____

Title: _____

Date: _____

1. Purpose

2. Parties

"DISTRICT": Lone Pine Unified School District

“KCCD”: Kern Community College District

"COLLEGE": Cerro Coso Community College

By signing this attachment, each party agrees to the following responsibilities.

- | Training | Max Hours |
|-----------------|------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | Total: |

- B. DISTRICT also requires the following:**

1

4. Term of this Attachment

This attachment shall be in effect for all academic years that the DISTRICT and KCCD have valid partnerships established by a MOU or CCAP Agreement. Any participant(s) listed as a party on ATTACHMENT B may terminate its participation by delivering written notice of its intent to terminate said participation. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

AGREED TO AND ACCEPTED:

KERN COMMUNITY COLLEGE DISTRICT

Name: Mike Giacomini

Title: Chief Financial Officer

Date: _____

AGREED TO AND ACCEPTED:

Lone Pine Unified School District

Name: _____

Title: Superintendent

Date: _____

AGREED TO AND ACCEPTED:

COLLEGE

Name: _____

Title: _____

Date: _____

Dual Enrollment Course Instructor Agreement ("CIA")

Whereas, Jayson Lozier ("INSTRUCTOR") desires to teach a college course for the Kern Community College District ("KCCD"), and;

Whereas the KCCD desires that INSTRUCTOR teach a college course for KCCD as part of its dual enrollment program, outlined by an active Memorandum of Understanding for Dual Enrollment ("MOU") and/or College and Career Access Pathways Partnership Agreement ("CCAP Agreement") with the Lone Pine Unified School District ("DISTRICT");

Therefore KCCD and INSTRUCTOR (collectively known as the "PARTIES") agree as follows:

1. INSTRUCTOR shall at all times during the term of this agreement be an employee of DISTRICT.
2. INSTRUCTOR represents that it all times during the term of this agreement INSTRUCTOR shall meet the minimum qualifications for teaching a community college course as provided in 5 CCR 53400-53430 and applicable KCCD policy.
3. INSTRUCTOR is not an employee of KCCD.
4. INSTRUCTOR agrees that when INSTRUCTOR is providing instruction for a college course, KCCD shall have the primary right to control and direct the instructional activities of INSTRUCTOR. INSTRUCTOR shall be considered an employee of KCCD for the limited purpose of rendering instructional services under the terms of this agreement.
5. INSTRUCTOR shall comply with all applicable policies and procedures of KCCD in rendering instructional services under this agreement. INSTRUCTOR shall also comply with all applicable state and federal statutes and regulations in rendering services under this agreement.
6. INSTRUCTOR understands and agrees that INSTRUCTOR's performance under this agreement shall be evaluated by KCCD as agreed upon in the current MOU and/or CCAP Agreement.
7. The MOU and/or CCAP Agreement between KCCD and DISTRICT is incorporated by reference as if fully set forth herein. In the event of a conflict between this agreement and the MOU or Agreement the provisions of the MOU or CCAP Agreement shall prevail.

Instructor: Jayson Lozier
District: Lone Pine Unified School Distr
Course(s): English C101 / English C102
Date: 4/19/20

College: ☐ Bakersfield College

☒ Cerro Coso Community

☐ Porterville College

Term: Fall and Spring

Dual Enrollment Course Instructor Agreement ("CIA")

Whereas, Jordan Kinberg ("INSTRUCTOR") desires to teach a college course for the Kern Community College District ("KCCD"), and;

Whereas the KCCD desires that INSTRUCTOR teach a college course for KCCD as part of its dual enrollment program, outlined by an active Memorandum of Understanding for Dual Enrollment ("MOU") and/or College and Career Access Pathways Partnership Agreement ("CCAP Agreement") with the Lone Pine Unified School District ("DISTRICT");

Therefore KCCD and INSTRUCTOR (collectively known as the "PARTIES") agree as follows:

1. INSTRUCTOR shall at all times during the term of this agreement be an employee of DISTRICT.
2. INSTRUCTOR represents that it all times during the term of this agreement INSTRUCTOR shall meet the minimum qualifications for teaching a community college course as provided in 5 CCR 53400-53430 and applicable KCCD policy.
3. INSTRUCTOR is not an employee of KCCD.
4. INSTRUCTOR agrees that when INSTRUCTOR is providing instruction for a college course, KCCD shall have the primary right to control and direct the instructional activities of INSTRUCTOR. INSTRUCTOR shall be considered an employee of KCCD for the limited purpose of rendering instructional services under the terms of this agreement.
5. INSTRUCTOR shall comply with all applicable policies and procedures of KCCD in rendering instructional services under this agreement. INSTRUCTOR shall also comply with all applicable state and federal statutes and regulations in rendering services under this agreement.
6. INSTRUCTOR understands and agrees that INSTRUCTOR's performance under this agreement shall be evaluated by KCCD as agreed upon in the current MOU and/or CCAP Agreement.
7. The MOU and/or CCAP Agreement between KCCD and DISTRICT is incorporated by reference as if fully set forth herein. In the event of a conflict between this agreement and the MOU or Agreement the provisions of the MOU or CCAP Agreement shall prevail.

Instructor: Jordan Kinberg
District: Lone Pine Unified School Distr
Course(s): Math C141 / Math C142
Date: 4/19/20

College: ☐ Bakersfield College

☒ Cerro Coso Community

☐ Porterville College

Term: Fall and Spring

Dual Enrollment Course Instructor Agreement ("CIA")

Whereas, Nancy O'Sullivan ("INSTRUCTOR") desires to teach a college course for the Kern Community College District ("KCCD"), and;

Whereas the KCCD desires that INSTRUCTOR teach a college course for KCCD as part of its dual enrollment program, outlined by an active Memorandum of Understanding for Dual Enrollment ("MOU") and/or College and Career Access Pathways Partnership Agreement ("CCAP Agreement") with the Lone Pine Unified School District ("DISTRICT");

Therefore KCCD and INSTRUCTOR (collectively known as the "PARTIES") agree as follows:

1. INSTRUCTOR shall at all times during the term of this agreement be an employee of DISTRICT.
2. INSTRUCTOR represents that it all times during the term of this agreement INSTRUCTOR shall meet the minimum qualifications for teaching a community college course as provided in 5 CCR 53400-53430 and applicable KCCD policy.
3. INSTRUCTOR is not an employee of KCCD.
4. INSTRUCTOR agrees that when INSTRUCTOR is providing instruction for a college course, KCCD shall have the primary right to control and direct the instructional activities of INSTRUCTOR. INSTRUCTOR shall be considered an employee of KCCD for the limited purpose of rendering instructional services under the terms of this agreement.
5. INSTRUCTOR shall comply with all applicable policies and procedures of KCCD in rendering instructional services under this agreement. INSTRUCTOR shall also comply with all applicable state and federal statutes and regulations in rendering services under this agreement.
6. INSTRUCTOR understands and agrees that INSTRUCTOR's performance under this agreement shall be evaluated by KCCD as agreed upon in the current MOU and/or CCAP Agreement.
7. The MOU and/or CCAP Agreement between KCCD and DISTRICT is incorporated by reference as if fully set forth herein. In the event of a conflict between this agreement and the MOU or Agreement the provisions of the MOU or CCAP Agreement shall prevail.

Instructor: Nancy O'Sullivan
District: Lone Pine Unified School Distr
Course(s): KINE C101 / HSCI C101
Date: 4/19/20

College: ☐ Bakersfield College

☒ Cerro Coso Community

☐ Porterville College

Term: Fall and Spring

Dual Enrollment Course Agreement ("CA")

This course agreement is entered into between the Kern Community College District ("KCCD") and Lone Pine Unified School District ("DISTRICT") regarding dual enrollment courses taught in the DISTRICT.

1. The Memorandum of Understanding ("MOU") and/or Career Access Pathways Partnership Agreement ("CCAP Agreement") entered into by KCCD and Lone Pine Unified School District is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this course agreement and the MOU the terms of the MOU shall govern.
2. KCCD will share the approved curriculum and course outlines with the DISTRICT and the Instructor.
3. DISTRICT will provide a signed Course Instructor Agreement ("CIA") for each instructor and course included on the attached document referenced in section 4 of this CA.
4. The following information must be detailed by the DISTRICT on an attached document and submitted to KCCD with this CA for all sections taught by an employee of the DISTRICT at the start of each term.
 - a. High School
 - b. College Course Number
 - c. Course Reference Number (CRN)
 - d. Course Start Date
 - e. Course End Date
 - f. Course Meeting Days and Times
 - g. Course Contact Hours (Hours that qualify for 25% reimbursement)
 - h. Instructor Name and College Identification Number (attach CIA)
 - i. Number of Periods in Full High School Day
 - j. High School Days per Year
 - k. Cost of Instructor Annual Salary
 - l. Cost of Instructor Annual Benefits
 - m. Instructor Cost Per Period (Daily Rate Divided by Number of Periods)
 - n. 25% of Instructor Cost Per Period
 - o. Amount Owed (25% of Instructor Cost Per Period Times Course Contact Hours)
5. The following information must be detailed by the DISTRICT on an attached document and submitted to KCCD with this CA for all sections taught by an employee of KCCD at the start of each term.
 - a. High School
 - b. College Course Number
 - c. Course Reference Number (CRN)
 - d. Course Start Date
 - e. Course End Date
 - f. Course Meeting Days and Times

Title: _____
Lone Pine Unified School District
Date: _____

Title: _____
Kern Community College District
Date: _____

Title: Chief Financial Officer
Kern Community College District
Date: _____

College: ☐ Bakersfield College

☒ Cerro Coso Community

☐ Porterville College

Term: _____

DUAL ENROLLMENT AGREEMENT COVER PAGE

High School District: Lone Pine Unified School District

College: Cerro Coso Community College

Term: 203030

Date: 3/15/23

By signing this cover page, the parties below verify their acknowledgement and approval of the attached "Dual Enrollment Course Agreements" and "Dual Enrollment Course Instructor Agreements".

Course and instructor details are listed on the Calculation Sheet, found on page(s) 2 of this packet.

The signatures below shall hereby act as acknowledgement and approval for all items on pages 2 through 5 of this document.

High School District Official, or Designee	
Name:	<u>Nancy O'Sullivan</u>
Title:	<u>Principal</u>
Institution:	<u>Lone Pine High School</u>
Signature:	<u>Nancy O'Sullivan</u>
Date:	<u>3-25-2023</u>

KCCD Chief Financial Officer, or Designee	
Name:	
Title:	
Institution:	<u>Kern Community College District</u>
Signature:	
Date:	

KCCD Dual Enrollment Official, or Designee	
Name:	
Title:	
Institution:	<u>Kern Community College District</u>
Signature:	
Date:	

Campus	Course	CN	Course Contact Hours	School District	High School	Administrator of Business	Expiration of MOU	Instructor	Instructor's Annual Salary	# of Days in Instructor's Annual Contract	# Periods Instructor is Contracted Per Day	Calculated Instructor Cost Per Period	Meeting Days	Meeting Times	Meeting Days	Contract Hours Per Meeting	Classified # Meeting	Total # Periods Per Session	Calculated Total # Periods to be Funded	Calculated Direct Instructional Cost
ESCC	ENGL C102	33540	72	UMSD	Lone Pine HS	Nancy O'Sullivan	6/30/2015	Jaydon Lohrer	\$91,413.95	180	6	\$84.64	MTWTF	10:15-11:05	1/23-5/12	1.0	72	1	72	\$1,923.57

Dual Enrollment Course Agreement

This course agreement is entered into between the Kern Community College District ("KCCD") and Lone Pine Unified School District ("DISTRICT") regarding a dual enrollment course to be taught at Lone Pine High School.

1. The Memorandum of Understanding ("MOU") and/or Career Access Pathways Partnership Agreement ("CCAP Agreement") entered into by KCCD and Lone Pine Unified School District is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this course agreement and the MOU the terms of the MOU shall govern.
2. The name of the course to be taught is: ENGL C102
3. The name of the instructor for the course ("Instructor") is: Jayson Lozier. The Instructor is an employee of DISTRICT.
4. KCCD shall reimburse DISTRICT for at least 25% of its direct cost in providing the services of the course instructor as provided in paragraph 9.H. of the MOU or paragraph 10.G. of the CCAP Agreement. The amount owed by KCCD to DISTRICT for this course is \$1523.57. This amount shall be due and payable by the end of the month following the conclusion of the course. This paragraph shall not apply if the instructor is provided by KCCD.
5. Classroom instruction for the course shall commence on or about 1/23/23 and shall continue until the conclusion of the course on or about 5/12/23. The course meeting days and times will be as follows: MTWRF 10:15am - 11:05am. For courses NOT offered under a CCAP Agreement, the campus or facility where the course is being conducted shall be open to the public for a period commencing 15 minutes prior to the start of classroom hours and concluding 15 minutes after the conclusion of classroom hours.
6. KCCD will share the approved curriculum and course outlines with the DISTRICT and the Instructor.

Acknowledgment and agreement from the following representatives will be collected on a cover page to be attached to all agreements for the current term and submitted to KCCD.

- *High School District Official*
- *KCCD Chief Financial Officer*
- *KCCD Dual Enrollment Official*

College: ☐ Bakersfield College

☒ Cerro Coso Community

☐ Porterville College

College High School Name(s): Lone Pine High School

Course Record Number (CRN): 33540

Term: 202330

Dual Enrollment Course Agreement

This course agreement is entered into between the Kern Community College District ("KCCD") and Lone Pine Unified School District ("DISTRICT") regarding a dual enrollment course to be taught at Lone Pine High School.

1. The Memorandum of Understanding ("MOU") and/or Career Access Pathways Partnership Agreement ("CCAP Agreement") entered into by KCCD and Lone Pine Unified School District is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this course agreement and the MOU the terms of the MOU shall govern.
2. The name of the course to be taught is: HSCI C101
3. The name of the instructor for the course ("Instructor") is: Nancy O'Sullivan. The Instructor is not an employee of DISTRICT.
4. KCCD shall reimburse DISTRICT for at least 25% of its direct cost in providing the services of the course instructor as provided in paragraph 9.H. of the MOU or paragraph 10.G. of the CCAP Agreement. The amount owed by KCCD to DISTRICT for this course is \$0. This amount shall be due and payable by the end of the month following the conclusion of the course. This paragraph shall not apply if the instructor is provided by KCCD.
5. Classroom instruction for the course shall commence on or about 1/19/23 and shall continue until the conclusion of the course on or about 6/5/23. The course meeting days and times will be as follows: M 4:00pm - 7:00pm. For courses NOT offered under a CCAP Agreement, the campus or facility where the course is being conducted shall be open to the public for a period commencing 15 minutes prior to the start of classroom hours and concluding 15 minutes after the conclusion of classroom hours.
6. KCCD will share the approved curriculum and course outlines with the DISTRICT and the Instructor.

Acknowledgment and agreement from the following representatives will be collected on a cover page to be attached to all agreements for the current term and submitted to KCCD.

- *High School District Official*
- *KCCD Chief Financial Officer*
- *KCCD Dual Enrollment Official*

College: ☐ Bakersfield College ☒ Cerro Coso Community ☐ Porterville College

College High School Name(s): Lone Pine High School

Course Record Number (CRN): 33683

Term: 202330

ITEM 9.2

LPUSD#	Quantity	Unit	S/N	P/N	Description	Servicable?	Surplus Reason
3086	1	EA	9C1W0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3087	1	EA	J90P0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3088	1	EA	H7BZ0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3089	1	EA	FQ1R0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3090	1	EA	108R0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3094	1	EA	1JWQ0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3091	1	EA	57Y7TY2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3092	1	EA	FLYVW0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3140	1	EA	B3VR0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3093	1	EA	6CXM0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3095	1	EA	1V4Z0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3096	1	EA	38BZ0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3097	1	EA	91YT0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3098	1	EA	G7BZ0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3099	1	EA	DT4Z0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3133	1	EA	6TBX0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3100	1	EA	5PCP0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3101	1	EA	3V0W0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3102	1	EA	71ZY0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3103	1	EA	G0RP0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3106	1	EA	D9NT0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3107	1	EA	97TR0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3137	1	EA	JV4Z0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3109	1	EA	8J1Y0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3132	1	EA	GVVZ0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook
3111	1	EA	CK1Y0X2	P29T	Dell Chromebook 3100	Yes	Senior Chromebook

MAY 17, 2023 PURCHASE ORDER REPORT

INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PURCHASE ORDER REPORT

Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Purchase Order	Vendor	Description	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Encumbered
230262	SHI INTERNATIONAL CORP	USB C cables for carts for K-2	1	01	-3213	-0	-1110	-1000	-4340	-910	-ESSR	1,400.68
		Total										1,400.68
230263	U.S. BANK CORPORATE PAYMENT	Blank Books	1	01	-1100	-0	-1110	-1000	-4310	-111	-IN L	35.55
		Total										35.55
230264	DELL MARKETING L.P.	Printer for Library at Lo-Inyo	1	01	-0000	-0	-0000	-7700	-4490	-910	-TECH	797.54
		Total										797.54
230265	DELL MARKETING L.P.	AC Adapters for Chromebooks an	1	01	-0000	-0	-0000	-7700	-4340	-910	-TECH	371.08
		Total										371.08
230266	SCHOOL SERVICES OF CALIF. INC.	HR Leadership Webinar	1	01	-0000	-0	-0000	-7200	-5200	-910	-ADMD	195.00
		Total										195.00
230267	U.S. BANK CORPORATE PAYMENT	Hotel Rooms for WASC Committee	1	01	-0000	-0	-1110	-1000	-5810	-456	-WASC	1,110.90
		Total										1,110.90
230268	QUILL CORPORATION	Ink cartridges for teachers	1	01	-1100	-0	-0000	-2700	-4350	-456	-IN H	840.00
			2	01	-0000	-0	-1110	-1000	-4310	-456	-IN H	538.75
		Total										1,378.75
230269	U.S. BANK CORPORATE PAYMENT	Hotel -Spelling Bee Participants	1	01	-0000	-0	-0000	-2700	-5810	-111	-ADML	353.42
		Total										353.42
230270	U.S. BANK CORPORATE PAYMENT	microshield	1	01	-7028	-0	-1110	-3700	-4702	-910	-CAFE	861.98
		Total										861.98
230271	U.S. BANK CORPORATE PAYMENT	90 Degree adapters for Lo-Inyo	1	01	-3010	-0	-1110	-1000	-4310	-111	-T1	527.79
		Total										527.79
230272	U.S. BANK CORPORATE PAYMENT	air curtain	1	01	-7028	-0	-1110	-3700	-4702	-910	-CAFE	810.87
		Total										810.87
230273	U.S. BANK CORPORATE PAYMENT	cups	1	13	-5310	-0	-0000	-3700	-4702	-910	-CAFE	157.79
		Total										157.79
230274	NIELSENS EQUIPMENT MAINTENANCE	Handheld Walkie Talks	1	01	-3213	-0	-1110	-1000	-4370	-910	-ESSR	3,950.00
		Total										3,950.00

MAY 17, 2023 PURCHASE ORDER REPORT

INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PURCHASE ORDER REPORT

Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Purchase Order Count: 13

Fiscal Year: 2023

The above Purchase Order(s) have been issued in accordance with the District's policies and procedures and are hereby recommended for approval.

Fund Summary:

Grand Total	11,951.35
Fund 01	11,793.56
Fund 13	157.79



Authorized Agent

Board Approval

MAY 17, 2023 WARRANT REPORT

INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 23000052-0	Vendor	Description	Amount
Reference	AMERIGAS	PROPANE	323.59
PV230870-001		Total Payment Amount	323.59
PV230867-001	BRITTS DIESEL & AUTOMOTIVE	45 DAY INSPECTION	118.00
		Total Payment Amount	118.00
PO230093-010	CANON FINANCIAL SERVICES INC	Annual Copier Leases	2,190.38
		Total Payment Amount	2,190.38
PV230880-001	EIDE BAILLY LLP	AUDITOR FEES	4,500.00
		Total Payment Amount	4,500.00
PO230086-058	FRONTIER COMMUNICATIONS	Open PO for phone services -FY	93.65
		Total Payment Amount	93.65
PV230873-001	JIM CHARLON FORD INC	AG VEHICLE REPAIRS	446.89
		Total Payment Amount	446.89
PV230872-001	PINCO	MONTHLY EXPENSE/TRANS	1,032.64
		Total Payment Amount	1,032.64
PO230075-031	PRODUCERS DAIRY	Open PO for Milk Purchases	47.03
		Total Payment Amount	47.03
PO230255-001	SCHOOLOUTLET.COM	Charging carts for headsets fo	6,384.26
		Total Payment Amount	6,384.26
PV230874-001	SYSCO VENTURA	CAFE SUPPLIES	394.06
		Total Payment Amount	394.06
		Transmittal Total	15,530.50
Fund Summary:		Fund 01	14,056.77
		Fund 13	1,473.73
Transmittal Number: 23000052-0	BRITTS DIESEL & AUTOMOTIVE	45 DAY INSPECTION	770.00
PV230865-001	BRITTS DIESEL & AUTOMOTIVE	45 DAY INSPECTION	147.79

MAY 17, 2023 WARRANT REPORT

INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT

Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 2300052-0	Vendor	Description	Amount
PV230868-001	BRITT'S DIESEL & AUTOMOTIVE	45 DAY INSPECTION	118.00
PV230869-001	BRITT'S DIESEL & AUTOMOTIVE	45 DAY INSPECTION	118.00
		Total Payment Amount	1,153.79
PV230871-001	BUSINESS RADIO LICENSING	FCC LICENSE RENEWAL APPLICATION	110.00
		Total Payment Amount	110.00
PO230096-010	CALIFORNIA BROADBAND COOPERATI	Annual Erate Year Contract 7/2	644.62
		Total Payment Amount	644.62
MV230086-001	FEDERAL LICENSING INC	FCC LICENSE RENEWAL APPLICATION	120.00
		Total Payment Amount	120.00
PO230086-054	FRONTIER COMMUNICATIONS	Open PO for phone services -FY	308.37
PO230086-055	FRONTIER COMMUNICATIONS	Open PO for phone services -FY	91.13
PO230086-056	FRONTIER COMMUNICATIONS	Open PO for phone services -FY	171.64
PO230086-057	FRONTIER COMMUNICATIONS	Open PO for phone services -FY	228.06
		Total Payment Amount	799.20
PV230878-001	GRAINGER INC	MAINTENANCE SUPPLIES	104.27
PV230879-001	GRAINGER INC	CUSTODIAL SUPPLIES	165.19
		Total Payment Amount	269.46
PV230877-001	INYO REGISTER	BID ANNOUNCEMENT	42.10
PV230881-001	INYO REGISTER	JOB ANNOUNCEMENTS	750.24
		Total Payment Amount	792.34
PV230876-001	KIBS-FM	JOB ANNOUNCEMENTS	50.00
		Total Payment Amount	50.00
PV230864-001	LIZ JONES	MILEAGE/HOTEL REIMBURSEMENT	587.52
		Total Payment Amount	587.52
PO230243-001	PINCO	Don Lee Pork	397.05
		Total Payment Amount	397.05
PO230075-032	PRODUCERS DAIRY	Open PO for Milk Purchases	379.81
		Total Payment Amount	379.81

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INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 23000052-0
Reference Vendor
PO230095-019 SIERRA DISPOSAL
PO230095-020 SIERRA DISPOSAL

Description	Amount
Waste Services	166.51
Waste Services	1,383.40
Total Payment Amount	1,549.91

Transmittal Total 6,853.70

Fund Summary:	Fund 01	6,076.84
	Fund 13	776.86

Transmittal Number: 23000052-1 AUDIT
PO230231-001 PINCO

MCILLOS CABOS	527.00
Total Payment Amount	527.00

Transmittal Total 527.00

Fund Summary:	Fund 13	527.00
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Transmittal Number: 23000053-0 AUDIT
PO230237-001 ROBERT VOGEL

Magic Show Assembly	1,000.00
Total Payment Amount	1,000.00

Transmittal Total 1,000.00

Fund Summary:	Fund 01	1,000.00
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Transmittal Number: 23000054-0 AUDIT
PO230077-009 ATKINSON, ANDELSON, LOYA, RUUD

Legal Fees	3,121.13
Total Payment Amount	3,121.13

PV230906-001 CALIFORNIA'S VALUED TRUST

MAY 2023 H&W PREMIUM	95,297.02
Total Payment Amount	95,297.02

PV230905-001 EMPLOYMENT DEVELOPMENT DEPT.

22-23 1ST QTR EDD PREMIUM	4,337.07
Total Payment Amount	4,337.07

PV230888-001 PATRICK WARREN

SUB TEACH MILEAGE	112.14
Total Payment Amount	112.14

MAY 17, 2023 WARRANT REPORT

INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT

Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 2300054-0 AUDIT		Description		Amount
Reference	Vendor	bakecrafters		602.15
PO230259-001	PINCO	Total Payment Amount		602.15
PV230908-001	WINDOW FAIR	CURTAINS		12,419.26
		Total Payment Amount		12,419.26
PV230895-001	WYE RD FEED & SUPPLY	AG SUPPLIES		269.82
PV230896-001	WYE RD FEED & SUPPLY	AG SUPPLIES		575.43
PV230900-001	WYE RD FEED & SUPPLY	AG SUPPLIES		524.80
		Total Payment Amount		1,370.05
		Transmittal Total		117,258.82
		Fund Summary:		
		Fund 01		73,786.72
		Fund 13		3,788.81
		Fund 14		12,419.26
		Fund 71		27,264.03
Transmittal Number: 2300054-0		AG SUPPLIES		159.00
PV230902-001	BISHOP VET HOSPITAL	Total Payment Amount		159.00
PV230898-001	BRENDA LACEY	KW CAGES REIMBURSEMENT		1,022.11
		Total Payment Amount		1,022.11
PV230892-001	DEPT OF WATER AND POWER	ELECTRICITY-OLANCHA		497.16
		Total Payment Amount		497.16
PV230882-001	DONNA CARSON	SUB TEACH MILEAGE		45.85
		Total Payment Amount		45.85
PV230893-001	EMPLOYMENT DEVELOPMENT DEPT.	SCHOOL EMPLOYEES FUND		418.35
PV230894-001	EMPLOYMENT DEVELOPMENT DEPT.	22-23 3RD QTR UNDERPYMT FEE		348.22
		Total Payment Amount		766.57
PO230258-001	ESTES SHOW LAMBS	Rams		4,000.00
		Total Payment Amount		4,000.00

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INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT

Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 23000054-0	Vendor	Description	Amount
Reference PV230907-001	INYO CO OFFICE OF ED	CALPERS GASB 68 FEE	350.00
		Total Payment Amount	350.00
PV230886-001	JEFFREY O'BRIEN	SUB TEACH MILEAGE	513.52
		Total Payment Amount	513.52
PV230887-001	JENNIFER OLIN	SUB TEACH MILEAGE	25.94
		Total Payment Amount	25.94
PV230903-001	JIM CHARLON FORD INC	AG VEHICLE REPAIRS	95.03
		Total Payment Amount	95.03
PV230884-001	LINDA EMERSON	SUB TEACH MILEAGE	173.71
		Total Payment Amount	173.71
PV230885-001	MANDY KEMP	SUB TEACH MILEAGE	9.04
		Total Payment Amount	9.04
PV230897-001	NATIONAL FFA ORGANIZATION	AG JACKETS	924.00
		Total Payment Amount	924.00
MV230087-001	PARISH WRIGHT	FUEL REIMBURSEMENT	20.00
		Total Payment Amount	20.00
PO230214-001	PINCO	BROOKWOOD FARMS-CAFE SUPPLIES	105.00
		Total Payment Amount	105.00
PV230899-001	SAN JOAQUIN CATA	KI SEC ELECTION MTG	50.00
		Total Payment Amount	50.00
PV230883-001	SHERRY COSGROVE	SUB TEACH MILEAGE	170.96
		Total Payment Amount	170.96
PV230889-001	SIERRA FARQUHAR	SUB TEACH MILEAGE	78.60
		Total Payment Amount	78.60
PV230904-001	SISC I - WORK COMP	22-23 1ST QTR WORKER'S COMP PR	8,840.24
		Total Payment Amount	8,840.24

MAY 17, 2023 WARRANT REPORT

05 Lone Pine Unified

Transmittal Number: 23000054-0

INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT

Board of Trustees Meeting 05/17/2023

Fiscal Year: 2023

Transmittal Total	17,846.73
Fund Summary:	
Fund 01	17,519.31
Fund 13	327.42

Transmittal Number: 23000054-1 AUDIT
Reference Vendor
PV230901-001 BISHOP VET HOSPITAL

Description	Amount
AG SUPPLIES	198.53
Total Payment Amount	198.53
Transmittal Total	198.53
Fund Summary:	
Fund 01	198.53

Transmittal Number: 23000055-0 AUDIT
PV230909-001 KASEY WUESTER

CONFIDENTIAL RETRO JUL-APRIL	3,320.58
Total Payment Amount	3,320.58
CONFIDENTIAL RETRO JUL-APRIL	3,620.33
Total Payment Amount	3,620.33
Transmittal Total	6,940.91
Fund Summary:	
Fund 01	6,940.91

PV230910-001 MARJIANNE YONGE

Transmittal Number: 23000056-0 AUDIT
PV230918-001 AMERIGAS

MAINTENANCE-OLANCHA	226.26
Total Payment Amount	226.26
CUSTODIAL SUPPLIES	340.02
Total Payment Amount	340.02

PV230921-001 BRADY INDUSTRIES

PV230930-001 DAVES AUTO PARTS
PV230938-001 DAVES AUTO PARTS
PV230951-001 DAVES AUTO PARTS

AG SUPPLIES	65.53
AG SUPPLIES	69.75
MAINTENANCE SUPPLIES	258.27
Total Payment Amount	393.55

PV230925-001 DEPT OF WATER AND POWER

ELECTRICITY	2,138.83
Total Payment Amount	2,138.83

MAY 17, 2023 WARRANT REPORT

INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 23000056-0 AUDIT
Reference Vendor
PV230912-001 EMS LINQ LLC

Description	Amount
CAFE STUDENT MGMT SOFTWARE	123.75
Total Payment Amount	123.75

PO230261-001 GRAINGER INC
PV230916-001 GRAINGER INC
PV230922-001 GRAINGER INC
PV230955-001 GRAINGER INC
PV230956-001 GRAINGER INC

Pressure Washer	740.61
COOLER PADS	187.62
MAINTENANCE SUPPLIES	49.35
MAINTENANCE SUPPLIES	74.54
MAINTENANCE SUPPLIES	221.19
Total Payment Amount	1,273.31

PO230244-001 PINCO

Don Lee Beef	672.60
Total Payment Amount	672.60

PV230911-001 SYSCO VENTURA
PV230926-001 SYSCO VENTURA

CAFE SUPPLIES	1,750.25
CAFE SUPPLIES	1,357.11
Total Payment Amount	3,107.36

Transmittal Total 8,275.68

Fund Summary:	Fund 01	Fund 13
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	4,371.97	3,903.71
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Transmittal Number: 23000056-0
PV230954-001 ACSA

EIS 7/22 TO 6/23	1,000.00
Total Payment Amount	1,000.00

PO230079-009 AMERICAN BUSINESS MACHINES

Toners/ Staples 22-23	15.00
Total Payment Amount	15.00

CM230005-001 DAVES AUTO PARTS
CM230006-001 DAVES AUTO PARTS
CM230007-001 DAVES AUTO PARTS
PV230927-001 DAVES AUTO PARTS
PV230928-001 DAVES AUTO PARTS
PV230929-001 DAVES AUTO PARTS
PV230931-001 DAVES AUTO PARTS
PV230932-001 DAVES AUTO PARTS
PV230933-001 DAVES AUTO PARTS

CREDIT- AG SUPPLIES	(10.43)
CREDIT- AG SUPPLIES	(363.74)
CREDIT- AG SUPPLIES	(61.54)
AG SUPPLIES	12.41
AG SUPPLIES	132.97
AG SUPPLIES	837.00
AG SUPPLIES	153.85
AG SUPPLIES	76.92
AG SUPPLIES	13.18

MAY 17, 2023 WARRANT REPORT

INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT

Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 23000056-0

Reference	Vendor	Description	Amount
PV230934-001	DAVES AUTO PARTS	AG SUPPLIES	132.97
PV230935-001	DAVES AUTO PARTS	AG SUPPLIES	58.19
PV230936-001	DAVES AUTO PARTS	AG SUPPLIES	37.88
PV230937-001	DAVES AUTO PARTS	AG SUPPLIES	41.72
PV230939-001	DAVES AUTO PARTS	AG SUPPLIES	67.16
PV230940-001	DAVES AUTO PARTS	AG SUPPLIES	16.15
PV230941-001	DAVES AUTO PARTS	AG SUPPLIES	42.46
PV230942-001	DAVES AUTO PARTS	TRANSPORTATION SUPPLIES	44.17
PV230943-001	DAVES AUTO PARTS	TRANSPORTATION SUPPLIES	103.26
PV230944-001	DAVES AUTO PARTS	TRANSPORTATION SUPPLIES	454.71
PV230945-001	DAVES AUTO PARTS	TRANSPORTATION SUPPLIES	48.34
PV230946-001	DAVES AUTO PARTS	MAINTENANCE SUPPLIES	27.45
PV230947-001	DAVES AUTO PARTS	MAINTENANCE SUPPLIES	72.52
PV230948-001	DAVES AUTO PARTS	MAINTENANCE SUPPLIES	27.22
PV230949-001	DAVES AUTO PARTS	MAINTENANCE SUPPLIES	37.24
PV230950-001	DAVES AUTO PARTS	MAINTENANCE SUPPLIES	18.36
		Total Payment Amount	2,020.42
PV230917-001	DEPT OF WATER AND POWER	ELECTRICITY	767.72
PV230923-001	DEPT OF WATER AND POWER	ELECTRICITY	1,506.99
PV230924-001	DEPT OF WATER AND POWER	ELECTRICITY	178.66
		Total Payment Amount	2,453.37
PV230957-001	GARDNERS	AG SUPPLIES	18.04
PV230958-001	GARDNERS	MAINTENANCE SUPPLIES	14.00
		Total Payment Amount	32.04
PV230913-001	INYO COUNTY WASTE MGMT	DUMP WASTE FEES	8.25
		Total Payment Amount	8.25
PV230919-001	KERN COUNTY SUPT OF SCHOOLS	BUS TRAINING-ASPEN YONGE	125.00
PV230920-001	KERN COUNTY SUPT OF SCHOOLS	BUS TRAINING-PARISH WRIGHT	2,250.00
		Total Payment Amount	2,375.00
PV230953-001	MOUNTAIN INVESTMENTS INC	CERRO GORDO SITE RENT	300.27
		Total Payment Amount	300.27
PO230166-002	NATIONAL FFA ORGANIZATION	FFA Supplies-Recognitions, Awa	363.00

MAY 17, 2023 WARRANT REPORT

INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 2300056-0	Vendor	Description	Amount
Reference	NATIONAL FFA ORGANIZATION	FFA Supplies-Recognitions, Awa	2,928.50
PO230166-003		Total Payment Amount	3,291.50
PV230915-001	PATRICK TRAYNOR	MEAL REIM FOR SSDA CONFERENCE	148.85
		Total Payment Amount	148.85
PO230075-033	PRODUCERS DAIRY	Open PO for Milk Purchases	480.26
PO230075-034	PRODUCERS DAIRY	Open PO for Milk Purchases	463.84
		Total Payment Amount	944.10
PO230043-014	QUILL CORPORATION	Open PO- supplies	229.63
PO230242-002	QUILL CORPORATION	file folders and ink cartridge	15.19
PO230242-003	QUILL CORPORATION	file folders and ink cartridge	276.53
		Total Payment Amount	521.35
PO230254-001	SHI INTERNATIONAL CORP	Polycom Warranty and mount	246.06
PO230262-001	SHI INTERNATIONAL CORP	USB C cables for carts for K-2	1,388.68
		Total Payment Amount	1,634.74
PV230952-001	WESTERN NEVADA SUPPLY	SPRINKLERS FOR SPORTS COMPLEX	665.13
		Total Payment Amount	665.13
PV230914-001	WINDOW FAIR	DRAPES FOR KINDERGARTEN	9,818.18
		Total Payment Amount	9,818.18
		Transmittal Total	25,248.20
		Fund Summary:	
		Fund 01	24,304.10
		Fund 13	944.10
Transmittal Number: 2300057-0 AUDIT		FUEL CHARGES	
PV230959-001	WEX BANK	Total Payment Amount	1,347.62
		Transmittal Total	1,347.62
		Fund Summary:	
		Fund 01	1,347.62

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INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 23000057-0
Reference PO230067-011 Vendor AMERICAN FIDELITY ASSURANCE CO

Description	Amount
SDI Insurance for Classified E	953.82
Total Payment Amount	953.82

PV230960-001	LIGHTHOUSE THERAPY LLC	STUDENT SUPPORT SERVICES	600.00
		Total Payment Amount	600.00

Transmittal Total 1,553.82

Fund Summary: Fund 01 1,553.82

Transmittal Number: 23000058-0 AUDIT
PV230994-001 CONTINENTAL ATHLETIC SUPPLY

RECERTIFYING FOOTBALL HELMETS	2,473.95
Total Payment Amount	2,473.95

PO230087-059	INYO COUNTY WATER SYSTEMS	Monthly water fees for school	286.92
		Total Payment Amount	286.92

PV230962-001	LIGHTHOUSE THERAPY LLC	STUDENT SUPPORT SERVICES	6,920.70
		Total Payment Amount	6,920.70

PV230989-001	LONE PINE COMMUNICATIONS	STUDENT INTERNET	633.00
		Total Payment Amount	633.00

PV230997-001	PINCO	MONTHLY EXP/TRANSPORTATION	1,052.14
		Total Payment Amount	1,052.14

PO230095-021	SIERRA DISPOSAL	Waste Services	164.05
		Total Payment Amount	164.05

PV230996-001	SYSCO VENTURA	CAFE SUPPLIES	1,741.21
		Total Payment Amount	1,741.21

PO230250-002	U.S. BANK CORPORATE PAYMENT	Speech device	36.52
PO230251-001	U.S. BANK CORPORATE PAYMENT	Signs	31.88
PV230963-001	U.S. BANK CORPORATE PAYMENT	SSDA DUES FOR ADVERTISSEMENT	100.00
PV230969-001	U.S. BANK CORPORATE PAYMENT	DRINKING FAUCETS	74.40
PV230984-001	U.S. BANK CORPORATE PAYMENT	TRANSPORTATION TRAVEL	18.74
		Total Payment Amount	261.54

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INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT

Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 23000058-0 AUDIT
Reference Vendor
PO230065-009 VERIZON WIRELESS

Description	Amount
ANNUAL CELL PHONE SERVICE FOR	131.76
Total Payment Amount	131.76

Transmittal Total	
	13,665.27
Fund Summary:	
Fund 01	10,871.92
Fund 13	2,793.35

Transmittal Number: 23000058-0
PV230998-001 BRADY INDUSTRIES

CUSTODIAL SUPPLIES	125.11
Total Payment Amount	125.11

PV230995-001 DAILY INDEPENDENT

JOB ANNOUNCEMENTS	2,250.00
Total Payment Amount	2,250.00

PV230990-001 DEPT OF WATER AND POWER
PV230991-001 DEPT OF WATER AND POWER
PV230982-001 DEPT OF WATER AND POWER
PV230993-001 DEPT OF WATER AND POWER

ELECTRICITY	412.93
ELECTRICITY	154.30
ELECTRICITY	852.71
ELECTRICITY	2,348.00
Total Payment Amount	3,767.94

PV231000-001 INYO CO OFFICE OF ED

CTI NEW TEACH INDUCTION	1,250.00
Total Payment Amount	1,250.00

PO230087-058 INYO COUNTY WATER SYSTEMS
PO230087-060 INYO COUNTY WATER SYSTEMS
PO230087-061 INYO COUNTY WATER SYSTEMS
PO230087-062 INYO COUNTY WATER SYSTEMS
PO230087-063 INYO COUNTY WATER SYSTEMS
PO230087-064 INYO COUNTY WATER SYSTEMS

Monthly water fees for school	89.66
Monthly water fees for school	286.92
Monthly water fees for school	286.92
Monthly water fees for school	286.92
Monthly water fees for school	89.66
Monthly water fees for school	286.92
Total Payment Amount	1,327.00

PV230999-001 MCI

LONG DISTANCE PHONE	85.96
Total Payment Amount	85.96

PV230988-001 PITNEY BOWES BANK INC

POSTAGE	541.15
Total Payment Amount	541.15

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INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT

Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 23000058-0

Reference Vendor
PO230075-035 PRODUCERS DAIRY

Description	Amount
Open PO for Milk Purchases	461.80
Total Payment Amount	461.80

PO230252-003 QUILL CORPORATION

File Cabinets	446.07
Total Payment Amount	446.07

PO230095-022 SIERRA DISPOSAL

Waste Services	1,362.96
Total Payment Amount	1,362.96

PO230094-010 TERMINIX

Pest Control Annual Service	126.50
Total Payment Amount	126.50

PO230250-001 U.S. BANK CORPORATE PAYMENT
PO230257-001 U.S. BANK CORPORATE PAYMENT
PO230257-002 U.S. BANK CORPORATE PAYMENT
PO230260-001 U.S. BANK CORPORATE PAYMENT
PV230964-001 U.S. BANK CORPORATE PAYMENT
PV230965-001 U.S. BANK CORPORATE PAYMENT
PV230966-001 U.S. BANK CORPORATE PAYMENT
PV230967-001 U.S. BANK CORPORATE PAYMENT
PV230968-001 U.S. BANK CORPORATE PAYMENT
PV230970-001 U.S. BANK CORPORATE PAYMENT
PV230971-001 U.S. BANK CORPORATE PAYMENT
PV230972-001 U.S. BANK CORPORATE PAYMENT
PV230973-001 U.S. BANK CORPORATE PAYMENT
PV230974-001 U.S. BANK CORPORATE PAYMENT
PV230975-001 U.S. BANK CORPORATE PAYMENT
PV230976-001 U.S. BANK CORPORATE PAYMENT
PV230977-001 U.S. BANK CORPORATE PAYMENT
PV230978-001 U.S. BANK CORPORATE PAYMENT
PV230979-001 U.S. BANK CORPORATE PAYMENT
PV230980-001 U.S. BANK CORPORATE PAYMENT
PV230981-001 U.S. BANK CORPORATE PAYMENT
PV230982-001 U.S. BANK CORPORATE PAYMENT
PV230983-001 U.S. BANK CORPORATE PAYMENT
PV230985-001 U.S. BANK CORPORATE PAYMENT
PV230986-001 U.S. BANK CORPORATE PAYMENT
PV230987-001 U.S. BANK CORPORATE PAYMENT

Speech device	7.49
First Aid Backpacks, flashligh	259.10
First Aid Backpacks, flashligh	54.14
Blanket/Pillows	152.96
DOOR	1,222.30
KEYS FOR FILING CABINETS	67.65
OFFICE SUPPLIES	16.13
CSBA DELEGATE LUNCHEON	79.00
SPRINKLERS	451.59
BOARD MTG REFRESHMENTS	22.18
HOTEL FOR SUP AT SSDA	606.66
SPLASHTOP-COMPUTER REMOTELY	719.00
USPS_POSTAGE	126.00
JOB POSTINGS	915.00
STAFF MTG	87.12
QUICKBOOKS SUBSCRIPTION	55.00
BUS TRAINING HOTEL	836.25
OFFICE SUPPLIES	19.99
MAINTENANCE SUPPLIES	39.76
OFFICE SUPPLIES	96.95
WORK MTG	54.62
TRANSPORTATION TRAVEL	21.48
TRANSPORTATION TRAVEL	12.84
TRANSPORTATION TRAVEL	14.51
POSTAGE FOR CERTIFIED HS LETTE	24.39
OFFICE SUPPLIES	8.94
Total Payment Amount	5,971.05

MAY 17, 2023 WARRANT REPORT

INYO COUNTY SCHOOLS
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT

Board of Trustees Meeting 05/17/2023

05 Lone Pine Unified

Fiscal Year: 2023

Transmittal Number: 23000058-0

Transmittal Total			17,715.54
Fund Summary:			
	Fund 01		17,253.74
	Fund 13		461.80
Payment Count:	92	Transmittal Count:	14
		Grand Total:	233,962.32

The above Payable transactions have been issued in accordance with the District's policies and procedures.
It is recommended that the Board of Trustees approve them.



Authorized Agent

Board Approval



Inyo County Office of Education

Barry D. Simpson, County Superintendent of Schools

166 Grandview Drive · Bishop, California 93514 · (760) 873-3262 · www.inyocoe.org

May 2, 2023

Board of Trustees

Dr. Patrick Traynor, District Superintendent

Lone Pine Unified School District

P.O. Box 159

301 S. Hay Street

Lone Pine, CA 93545

Dear Board of Trustees and Superintendent:

Our office has completed its review of your 2022/23 Second Interim Report in compliance with Education Code § 42131 (a)(2). The Education Code requires that the County Office of Education approve or disapprove your Second Interim Report after reviewing the following:

Examine the fiscal projections for the current fiscal year to determine if they comply with the standards and criteria established by Education Code § 33127.

Identify any technical corrections needed to bring the operating budget into compliance with the standards and criteria established by Education Code § 33127.

Determine whether the District fiscal projections will allow the District to meet its financial obligations during the current year and two subsequent years.

We found the report and supporting documentation to be well prepared and appreciate the opportunity to examine your financial condition in detail. Based on our review we have approved your District's positive certification of the Second Interim Report.

Deficit Spending

The following projected deficits have been reported in the multi-year projection.

<u>2022 – 2023</u>	<u>2023 – 2024</u>	<u>2024 – 2025</u>
\$101,048	(\$18,199)	(\$205,051)

While the District continues to maintain the required level of reserves, it is important that this level of deficit spending be recognized and monitored so that it remains manageable. We encourage the District to develop strategies that will reduce the projected levels of deficit spending.

Other Comments

We appreciate the timely submittal of your Second Interim Report. If you have questions or concerns, or if we can be of further assistance, please call Tom Snyder at (760) 878-2426.

Respectfully,

A handwritten signature in black ink, appearing to be 'TS' with a stylized flourish.

Tom Snyder
Deputy Superintendent

cc: Marjianne Yonge, Director of Finance
County Board of Education
Barry Simpson, Inyo County Superintendent of Schools (Email)
Interim File (Laserfiche)