

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board of Trustees Meeting Agenda

AGENDA April 11, 2023 School Office 6:00 P.M.

1.0 Call to Order

- 1.1 Flag Salute
- 1.2 Roll Call
- 1.3 Introduce Guests

2.0 Opportunity for Members of the Public to Address the Board

At this time, members of the public may comment on any item not appearing on the agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. Please state your name and address for the record.

3.0 Approval of Minutes – March 7, 2023 (A)

4.0 Correspondence - None

5.0 Superintendent's/Principal's Report

- 5.1 LCAP Survey Results
- 5.2 Update on Mission and Vision Statements for MSJUESD
- 5.3 Campus Updates & Upcoming Events

6.0 Old Business - None

7.0 Consent Items

- 7.1 Summer School Proposal(A)
- 7.2 District Calendar Proposal 2023-2024(A)
- 7.3 2022-2023 Board Of Trustees Meeting Dates (A)
- 7.4 Interdistrict Requests
 - 7.4.1 Ruiz (1st Grade) New from Dinuba (22-23 School Year)
 - 7.4.2 Godoy (6th) New from Dinuba (22-23 School Year)
 - 7.4.3 Gonzalez (4th Grade) Renewal from Dinuba (23-24 School Year)
 - 7.4.4 Jimenez (3rd, 5th, & 7th Grades) Renewal from Dinuba (23-24 School Year)
 - 7.4.5 Jimenez Sanchez (8th Grade) Renewal from Dinuba (23-24 School Year)
 - 7.4.6 Meza (1st Grade) New from Dinuba (23-24 School Year)
 - 7.4.7 Smith (Kindergarten [New], 3rd, & 6th [Renewal]) from Dinuba (23-24 School Year)
 - 7.4.8 Torres (TK) New to Cutler-Orosi (23-24 School Year)
- 7.5 Resolution Adoption (Resolution 04-23-01) for 2023-2024 TRANs (Tax and Revenue Anticipation Note) (A)
- 7.6 Budget Hearing Planning Form (A)
- 7.7 Front Office Wing Carpet Bids (A)
- 7.8 Comprehensive School Safety Plan & Emergency Response Plan (A)

8.0 Authorization of Vendor Payments dated 3/3/2023 through 3/17/2023 (A)

9.0 Personnel

- 9.1 Personnel Order(A)

10.0 Closed Session

- 10.1 The board may enter into closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3459.1, 54956.6, 54956.9, 54957, and 54958.6 and Education Code Sections 35136 and 48913.

MONSON-SULTANA JOINT. UNION ELEMENTARY SCHOOL DISTRICT
Board of Trustees Meeting Agenda

AGENDA (CONTINUED)

April 11, 2023

School Office

6:00 P.M.

11.0 Adjournment (A)

*Persons who are in need of a disability-related modification or accommodation in order to participate in the board meeting may make a request to the Superintendent at P.O. Box 25, 10643 Avenue 416, Sultana, CA 93666, (559) 591-1634. Such a request should be in writing if possible, or may be made in person or by telephone (e-mail or text message requests will not be allowed). The request for accommodation should specify the nature of the modification or accommodation requested, including any necessary auxiliary aids or services required, and the name, address and telephone number of the person making the request. The request should be made as soon as possible and if possible no later than one day before the meeting.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Regular Meeting

March 7, 2023

6:00 P.M

1.0 CALL TO ORDER:

The meeting was called to order by Trustee Simmons at 6:00 P.M.

1.1 Flag Salute

Trustee Simmons led all those in attendance for the Flag Salute.

1.2 Roll Call

Trustees present: Belknap, Quintana, Worthley, Cepeda, and Simmons

Trustees absent: None

Secretary: Roberto Vaca, present

1.3 Guests/Staff Present

Benita Cortez, Jaqueline Montejano, Melissa Valdez, Brandon Corcoran, Mary Pauls, Terry Bradley, Berta Sanchez (Parent), Ana Villicana (Parent), Vanessa Villicana (Student), Sergio Benavidez (Student) and Azul Benavidez (Student).

**2.0 OPPORTUNITY TO
ADDRESS THE BOARD:**

Miss Pauls addressed the board and gave updates on choir events as well as an invitation to the Sunday Spring Concert and awards, which will take place at the First Baptist Church on May 7, 2023.

3.0 APPROVAL OF MINUTES:

Trustee Quintana moved and Trustee Cepeda seconded the motion to approve the minutes of the February 7, 2023 regular meeting. PASSED

4.0 CORRESPONDENCE:

4.1 GASB 45 Trust

Business Manager, Benita Cortez shared correspondence stating quarterly return of 6.69% for the period of October-December of 2022.

**5.0 SUPERINTENDENT'S/
PRINCIPAL'S REPORT:**

5.1.1: Mr. Vaca introduced Sergio and Azul Benavidez and Vanessa Villicana (Students of Monson-Sultana School) who gave the board a presentation of their Poetry and Prose performance, which they will be doing at Tulare County Office of Education in the upcoming weeks.

5.1.2: The Superintendent re-introduced Justin Bryant with KYA (Via Zoom), who provided updates on the construction of the new classrooms and the Student Education and Activity Center. This update also included procedures to drain flooding during the current rain storm(s) and delivery update on the modular building. Dr. Terry Bradley also gave an update on modernization lapse and waiver needed to be able to take up new plans to DSA in order to meet Title XXIV (24) requirements.

6.0 OLD BUSINESS

None

7.0 CONSENT ITEMS

7.1 Transportation Plan

Trustee Worthley moved and Trustee Cepeda seconded the motion to approve the Transportation Plan as presented. PASSED

- 7.2 Campus Painting Bids Trustee Quintana moved and Trustee Cepeda seconded the motion to approve the bid from Ro's Precise Painting for the painting of the school campus. PASSED
- 7.3 Floor Auto Scrubber Bids Trustee Belknap moved and Trustee Cepeda seconded the motion to approve the bid from The Home Depot Pro Institutional. PASSED
- 7.4 Budget Revision 003-23 Trustee Quintana moved and Trustee Worthley seconded the motion to approve Budget Revision 003-23. PASSED
- 7.5 Cash Flow Report for month of February 2023 Trustee Cepeda moved and Trustee Quintana seconded the motion to approve the February 2023 Cash Flow Report. PASSED
- 7.6 2022-2023 Second Interim Budget Report Trustee Quintana moved and Trustee Belknap seconded the motion to approve the 2022-23 Second Interim Budget Report. PASSED
- 8.0 AUTHORIZATION OF VENDOR PAYMENTS:** Trustee Cepeda moved and Trustee Belknap seconded the motion to approve vendor payments for the period of 2/3/2023-2/24/2023. PASSED
- 9.0 PERSONNEL:**
- 9.1 Certificated Re-Elections Trustee Cepeda moved and Trustee Quintana seconded the motion to approve the Certificated Re-election list for the 2023-2024 school year. PASSED
- 9.2 Personnel Order Trustee Cepeda moved and Trustee Worthley seconded the motion to approve Personnel Order 9.2.1: retirement of Yolanda Pruneda and 9.2.2: The hiring of Makenna Brito as instructional assistant. PASSED
- 9.3 Proposition 28: Elementary Teaching Position Trustee Belknap moved and Trustee Quintana seconded the motion to approve the hiring of an elementary teacher for the arts and music department. PASSED
- 10.0 CLOSED SESSION:**
- Trustee Simmons called the meeting into closed session at 7:20 PM and was called back to regular session at 8:15 P.M.
- 11.0 ADJOURNMENT:** Meeting adjourned at 8:16 P.M.
Respectfully Submitted,

Lynn Simmons President

Roberto Vaca Secretary

Delbert Quintana Clerk

Jeff Belknap Trustee

Robert Cepeda Trustee

Vicki Worthley Trustee

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board Meeting Agenda Item Summary
April 11, 2023

AGENDA SECTION: **SUPERINTENDENT'S REPORT**

AGENDA ITEM: **5.1 LCAP SURVEY RESULTS**

ATTACHMENTS: **SURVEY RESULTS**

DISCUSSION:

The Superintendent will report LCAP Survey results from stakeholder groups and possible areas of focus for the 2023-2024 school year based on the feedback.

RECOMMENDATION: **NO ACTION REQUIRED**

PROPOSED ACTION: **NO ACTION REQUIRED**

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board Meeting Agenda Item Summary
April 11, 2023

AGENDA SECTION: **5.0 SUPERINTENDENT'S REPORT**

AGENDA ITEM: **5.2 UPDATE ON DISTRICT MISSION AND VISION STATEMENTS**

ATTACHMENTS: **NONE**

DISCUSSION:

The Superintendent will provide an update to the Board on the district mission and vision statements.

RECOMMENDATION: **NO ACTION REQUIRED**

PROPOSED ACTION: **NO ACTION REQUIRED**

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

April 11, 2023

AGENDA SECTION: **5.0 SUPERINTENDENT'S REPORT**

AGENDA ITEM: **5.3 CAMPUS UPDATES & UPCOMING EVENTS**

ATTACHMENTS: **NONE**

DISCUSSION:

The Superintendent will provide an update to the Board on campus updates and upcoming events.

RECOMMENDATION: **NO ACTION REQUIRED**

PROPOSED ACTION: **NO ACTION REQUIRED**

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

April 11, 2023

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **7.1 SUMMER SCHOOL PROPOSAL (ELOP)**


ATTACHMENTS: **SUMMER SCHOOL PROPOSAL**

DISCUSSION:

This year summer school will be funded using Expanded Learning Opportunities Program (ELOP) funds for the nine hour day. Specifically, we are proposing 12 days of summer school and 4 days of enrichment activities during the month of June.

RECOMMENDATION: The Superintendent recommends that the Board approve the proposed Summer School Plan as presented.

PROPOSED ACTION: **APPROVE**



Summer School 2023

Presented By: Melissa Valdez & Catherine Diaz



Summer Session will be 12 days:

Tuesday, May 30-Friday, June 2
Monday, June 5-Thursday, June 8
Monday, June 12-Thursday, June 15

M-S & FUEL

In continuance of offering ALL our M-S students enrichment opportunities, we will be offering both, general summer session & after school programs this summer.

M-S

Regular session will run from
8:00am-1:00pm.

- Transportation available
- Breakfast and lunch provided



FUEL

Session will run from
1:00pm-5:00pm.

Students must attend regular
summer session in order to
attend FUEL.

- Supper will be provided

Oh the Places We'll Go with Project Based Learning!



What is Project Based Learning?

Project Based Learning (PBL) is a teaching method in which students learn by actively engaging in real-world and personally meaningful projects.



PBL will Focus on the 4 C's...

01 Communication

02 Collaboration

03 Critical Thinking

04 Creativity



Registration

ALL are Welcomed to Join ...

- Each student in grades K-7 will take home a flier on Wednesday, April 12.
- Parents can register using QR code for BOTH M-S & FUEL.



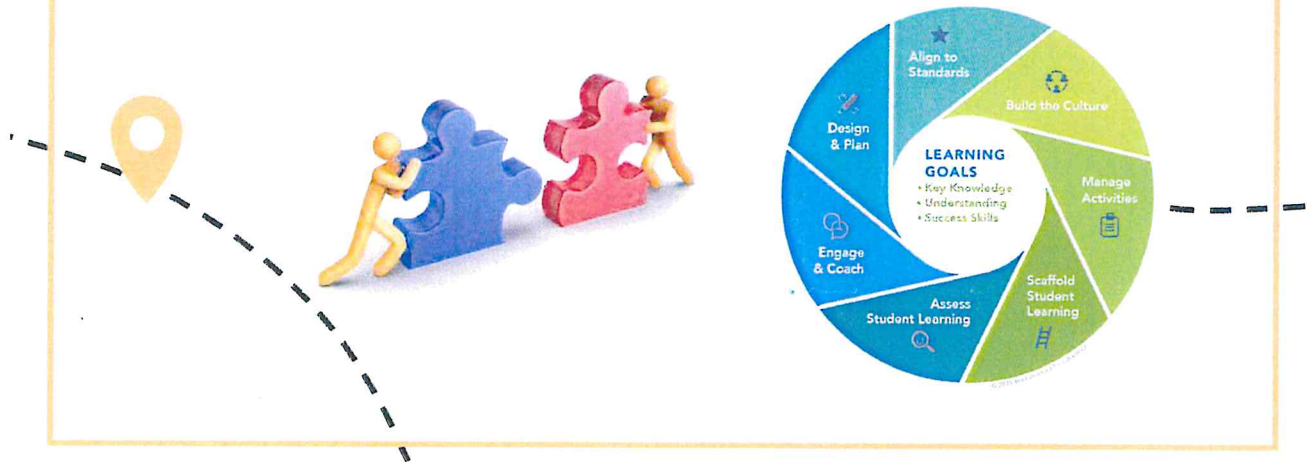
Our Commitment to Success...

Providing students with an opportunity to stay connected with school.

Experiencing learning through a different model of teaching (PBL).

Making connections to real-life and producing a finished product of their learning.

Expanded Learning Opportunities Alignment



MS FUEL Sport Camps



MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

April 11, 2023

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **7.2 DISTRICT CALENDAR 2023-2024**

ATTACHMENTS: **PROPOSED CALENDAR 2023-2024**

DISCUSSION:

Attached are three options for the 2023-2024 school year calendars. The calendars were created based on the Dinuba Unified board adopted calendar to promote positive attendance for both districts.

OPTION A - This option mirrors the Dinuba Unified adopted calendar very closely. The first day of school would be August 10th with a full instructional day on December 18th and a minimum day on December 19th. School would resume on Monday, January 8th, 2024.

OPTION B - This option gives staff and families three full weeks off during winter break. The first day of school would be August 8th and a minimum day on Friday, December 15th. School would resume on Monday, January 8th, 2024.

OPTION C - This option mirrors the calendar that we have in place for 2022-2023. It would give staff and families approximately two weeks off during winter break. Option C was not presented in the staff or parent surveys because DUSD is not in session on Thursday, January 4th and 5th. However, it has been added for board consideration based on input from the MSAT leadership.

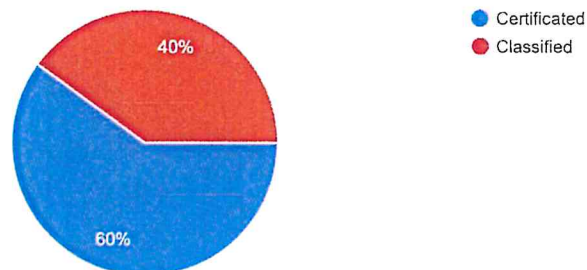
RECOMMENDATION: The Superintendent recommends that the Board approve **OPTION B** for the 2023-2024 proposed school calendar based on staff and parent survey results and based on attendance data presented for the month of December and January.

PROPOSED ACTION: **APPROVE**

Staff & Parent Survey Results Re: District Calendar for 2023-2024

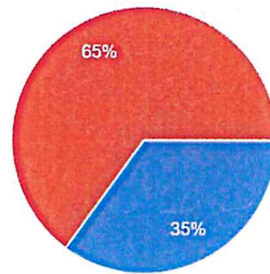
Staff Survey Participation by Classification

Classification
20 responses



Staff Survey Results

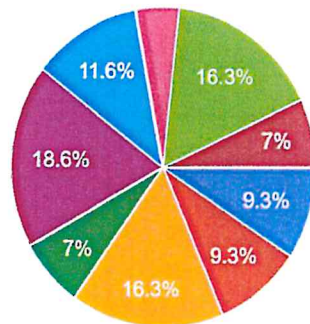
Time to vote
20 responses



- Option A - Work on December 18th and 19th.
- Option B - Three full weeks off during winter break.

Parent Survey Results by Grade Level

Current Grade / Grado Actual
43 responses

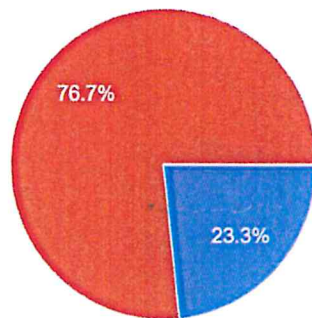


- TK
- Kinder
- 1st
- 2nd
- 3rd
- 4th
- 5th
- 6th
- 7th

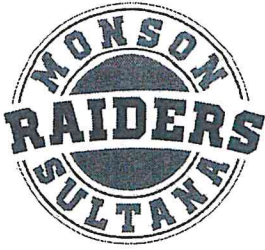
Parent Survey Results

Time to vote / Tiempo de votar

43 responses



- Option A - 2 and 1/2 weeks off during winter break. / Opción A: 2 semanas y media libres durante las vacaciones de invierno.
- Option B - Three full weeks off during winter break. / Opción B: tres semanas completas de descanso durante las vacaciones de invierno.



Attendance Comparisons

Average Daily Attendance vs. December 19th, 20th, 2022 and January 5th and 6th, 2023.

Date Range	Average Daily Enrollment	Average Daily Absences	Average Daily Attendance	ADA%	
8/9/2022 to 3/31/2023	439	30	410	93%	
Date	Enrollment	Absent	Attendance	ADA%	Difference
12/19/2022	436	51	385	88%	21
12/20/2022	436	38	398	91%	8
1/5/2023	436	43	393	90%	13
1/6/2023	436	36	400	92%	6
AVERAGES	436	42	394	90%	12
	On average, 12 additional student absences occurred during each of the four dates listed above.				
November	435	36	399	92%	
December	443	51	392	88%	
January	448	32	415	93%	

OPTION A



MONSON-SULTANA JT. UNION ELEMENTARY SCHOOL DISTRICT CALENDAR FOR SCHOOL YEAR 2023-2024

July 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023 (16)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023 (20)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

District Holidays (14)

July 4 — Independence Day
 Sept 4 — Labor Day
 Nov 10 — Veterans' Day
 Nov 23-24 — Thanksgiving
 Dec 22 — Christmas Eve (Obsv)
 Dec 25 — Christmas
 Dec 29 — New Year's Eve (Obsv)
 Jan 1 — New Year's
 Jan 15 — Martin Luther King, Jr.
 Feb 12 — Lincoln's Birthday
 Feb 19 — President's Day
 March 29 — Easter Friday
 May 27 — Memorial Day
 June 19 — Juneteenth

October 2023 (22)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023 (15)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	*	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023 (13)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Special Dates

Aug 7-9 — Teacher In-service Days
 Aug 10 — First Day of School
 Nov 1 — Teacher In-service Day —
 No School for students
 Nov 3 — Trimester Ends
 Nov 13-17 — Parent Conferences Min. Days
 Nov 20-24 — Thanksgiving Break
 Dec 19 — Min. Day
 Dec 20-Jan 5 — Winter Break
 Jan 8 — School Back in session
 Feb 23 — Trimester Ends
 March 4-8 — Parent Conferences Min. Days
 March 25-April 1st — Spring Break
 May 29 — 8th Grade Graduation
 May 30 — Last Day of School/Trimester Ends
 May 31 — Teacher In-service Day

Minimum Days—1:15 P.M.

November 13-17, 2023
 December 19, 2023
 March 4-8, 2024
 May 30, 2024

January 2024 (17)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024 (19)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	*	24
25	26	27	28	29		

March 2024 (16)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024 (21)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024 (21)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Legend

	Minimum Day 1:15 P.M. Release
	District Holiday
	P/T Conference Days 1:15 P.M. Release
	School Not in Session
	Teacher Inservice
*	Trimester Ends

Board Approved:
April 11, 2023

Parent-Teacher
Conferences—1:15 Release

November 13-17, 2023
 March 4-8, 2024

Grading Periods

Aug 10 — Nov 3 60 days
 Nov 6 — Feb 23 58 days
 Feb 26 — May 30 62 days
 180 Student Instruction Days

OPTION B



MONSON-SULTANA JT. UNION ELEMENTARY SCHOOL DISTRICT CALENDAR FOR SCHOOL YEAR 2023-2024

July 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023 (18)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023 (20)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

District Holidays (14)

July 4 — Independence Day
 Sept 4 — Labor Day
 Nov 10 — Veterans' Day
 Nov 23-24 — Thanksgiving
 Dec 22 — Christmas Eve (Obsv)
 Dec 25 — Christmas
 Dec 29 — New Year's Eve (Obsv)
 Jan 1 — New Year's
 Jan 15 — Martin Luther King, Jr.
 Feb 12 — Lincoln's Birthday
 Feb 19 — President's Day
 March 29 — Easter Friday
 May 27 — Memorial Day
 June 19 — Juneteenth

Special Dates

Aug 3-7 — Teacher In-service Days
 Aug 8 — First Day of School
 Nov 1 — Teacher In-service Day —
 No School for students
 Nov 3 — Trimester Ends
 Nov 13-17 — Parent Conferences Min. Days
 Nov 20-24 — Thanksgiving Break
 Dec 15 — Minimum Day
 Dec 18-Jan 5 — Winter Break
 Jan 8 — School Back in session
 Feb 23 — Trimester Ends
 March 4-8 — Parent Conferences Min. Days
 March 25-April 1st — Spring Break
 May 29 — 8th Grade Graduation
 May 30 — Last Day of School/Trimester Ends
 May 31 — Teacher In-service Day

Minimum Days—1:15 P.M.

November 13-17, 2023
 December 15, 2023
 March 4-8, 2024
 May 30, 2024

October 2023 (22)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023 (15)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	*	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023 (11)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024 (17)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024 (19)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	*	24
25	26	27	28	29		

March 2024 (16)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024 (21)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024 (21)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Legend

	Minimum Day 1:15 P.M. Release
	District Holiday
	P/T Conference Days 1:15 P.M. Release
	School Not in Session
	Teacher Inservice
*	Trimester Ends

Board Approved:
April 11, 2023

Parent-Teacher
Conferences—1:15 Release

November 13-17, 2023
 March 4-8, 2024

Grading Periods

Aug 10— Nov 3 62 days
 Nov 6— Feb 23 56 days
 Feb 26— May 30 62 days
 180 Student Instruction Days

OPTION C



MONSON-SULTANA JT. UNION ELEMENTARY SCHOOL DISTRICT CALENDAR FOR SCHOOL YEAR 2023-2024

July 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023 (18)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023 (20)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

District Holidays (14)

July 4 — Independence Day
 Sept 4 — Labor Day
 Nov 10 — Veterans' Day
 Nov 23-24 — Thanksgiving
 Dec 22 — Christmas Eve (Obsv)
 Dec 25 — Christmas
 Dec 29 — New Year's Eve (Obsv)
 Jan 1 — New Year's
 Jan 15 — Martin Luther King, Jr.
 Feb 12 — Lincoln's Birthday
 Feb 19 — President's Day
 March 29 — Easter Friday
 May 27 — Memorial Day
 June 19 — Juneteenth

October 2023 (22)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023 (15)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	*	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023 (13)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Special Dates

Aug 3-7 — Teacher In-service Days
 Aug 8 — First Day of School
 Nov 1 — Teacher In-service Day —
 No School for students
 Nov 3 — Trimester Ends
 Nov 13-17 — Parent Conferences Min. Days
 Nov 20-24 — Thanksgiving Break
 Dec 19 — Minimum Day
 Dec 20-Jan 3 — Winter Break
 Jan 4 — School Back in session
 Feb 23 — Trimester Ends
 March 4-8 — Parent Conferences Min. Days
 March 25-April 1st — Spring Break
 May 22 — 8th Grade Graduation
 May 23 — Last Day of School/Trimester Ends
 May 24 — Teacher In-service Day

Minimum Days—1:15 P.M.

November 13-17, 2023
 December 19, 2023
 March 4-8, 2024
 May 23, 2024

January 2024 (19)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024 (19)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	*	24
25	26	27	28	29		

March 2024 (16)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024 (21)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024 (17)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Legend

	Minimum Day 1:15 P.M. Release
	District Holiday
	P/T Conference Days 1:15 P.M. Release
	School Not in Session
	Teacher Inservice
*	Trimester Ends

Board Approved:
April 11, 2023

Parent-Teacher
Conferences—1:15 Release

November 13-17, 2023
 March 4-8, 2024

Grading Periods

Aug 10— Nov 3 62 days
 Nov 6— Feb 23 60 days
 Feb 26— May 24 58 days
 180 Student Instruction Days

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

April 11, 2023

AGENDA SECTION:

CONSENT

AGENDA ITEM:

7.3 2023-2024 BOARD OF TRUSTEES MEETING DATES

ATTACHMENTS:

2023-2024 BOARD MEETING SCHEDULE

DISCUSSION:

Board meetings are traditionally held on the first Tuesday of each month, with the exception of December and June to allow for budget adoption timelines, and January and April due to the District's winter and spring Break schedules.

RECOMMENDATION:

**The Superintendent recommends that the Board
APPROVE the proposed Board Meeting dates for
2023-2024.**

PROPOSED ACTION:

APPROVE

MONSON-SULTANA SCHOOL
2023-2024 Board Meeting Dates

August 1, 2023	12:00 P.M.
September 5, 2023	6:00 P.M.
October 3, 2023	6:00 P.M.
November 7, 2023	6:00 P.M.
December 12, 2023	12:00 P.M.
January 16, 2024	6:00 P.M.
February 6, 2024	6:00 P.M.
March 5, 2024	6:00 P.M.
April 9, 2024	6:00 P.M.
May 7, 2024	6:00 P.M.
June 4, 2024	12:00 P.M.
June 18, 2024	8:00 A.M.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board Meeting Agenda Item Summary
April 11, 2023

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **7.4 INTERDISTRICT REQUESTS**

ATTACHMENTS: **INTERDISTRICT REQUESTS**

DISCUSSION:

- 7.4.1 Ruiz (1st Grade) New from Dinuba (22-23 School Year)
- 7.4.2 Godoy (6th Grade) New from Dinuba

- 7.4.3 Gonzalez (4th Grade) Renewal from Dinuba (23-24 School Year)
- 7.4.4 Jimenez (3rd, 5th, & 7th Grades) Renewal from Dinuba
- 7.4.5 Jimenez Sanchez (8th Grade) Renewal from Dinuba
- 7.4.6 Meza (1st Grade) New from Dinuba
- 7.4.7 Smith (Kindergarten [New], 3rd, & 6th [Renewal]) from Dinuba
- 7.4.8 Torres (TK) New to Cutler-Orosi

RECOMMENDATION: The Superintendent recommends that the Board approve the attached interdistrict requests.

PROPOSED ACTION: **APPROVE**

INTERDISTRICT ATTENDANCE AGREEMENT REQUESTS
MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
APRIL 11, 2023

Agenda Item #	Name	Grade	From	To	Year	Reason	Recommendation
7.4.1	Ruiz, Sebastian	1st	Dinuba Unified	Monson-Sultana	2022-2023	New	Approval
7.4.2	Godoy, Gavin	6th	Dinuba Unified	Monson-Sultana	2022-2023	New	Approval
7.4.3	Gonzalez, Mackenzie J.	4th	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
7.4.4	Jimenez, Ebba	3rd	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
7.4.4	Jimenez, Ileen	5th	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
7.4.4	Jimenez, Alex	7th	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
7.4.5	Jimenez Sanchez, Samuel	8th	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
7.4.6	Meza, Josiah	1st	Dinuba Unified	Monson-Sultana	2023-2024	New	Approval
7.4.7	Smith, Blake	K	Dinuba Unified	Monson-Sultana	2023-2024	New	Approval
7.4.7	Smith, Addison	3rd	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
7.4.7	Smith, Riley	6th	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
7.4.8	Torres, Kamila	TK	Monson-Sultana	Cutler-Orosi	2023-2024	New	Approval

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board Meeting Agenda Item Summary
April 11, 2023

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL ISSUES**

AGENDA ITEM: **7.5 ADOPT RESOLUTION FOR 2023-2024 TRANs (Tax and Revenue Anticipation Note**

ATTACHMENTS: **RESOLUTION 04-23-01**

DISCUSSION:

By passing the resolution before the Board, our District will have the opportunity to participate in the California School Cash Reserve Program sponsored by California School Boards Association Finance Corporation, for the 2023-24 fiscal year. The District has determined that it may need to borrow an amount not to exceed \$1,000,000 in order to meet the cash flow obligations of the District for the beginning of Fiscal Year 2022-2023, in accordance with the provisions of section 53850 et. seq. of the California Government Code. If chosen, this TRAN will be funded through Dale Scott & Company

Monson-Sultana Joint Union Elementary School District needs to take this resolution to be allowed to proceed to the next step in the process. Once again, the District is not obligated to participate as a result of resolution adoption. The resolution simply delegates to the Governing Board the right to decide on participation prior to the time of TRAN issuance, to meet the cash flow obligations needed for the District for Fiscal Year 2023-2024.

RECOMMENDATION: **The Superintendent recommends that the Board APPROVE to Adopt 04-23-01 Resolution for 2023-2024 TRANs.**

PROPOSED ACTION: **APPROVE**

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION #04-23-01

NAME OF DISTRICT: MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT"

LOCATED IN: COUNTY OF TULARE

MAXIMUM AMOUNT OF BORROWING: \$1,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2023-2024 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2023-2024 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2024 ("Fiscal Year 2023-2024") by the issuance of its 2023-2024 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2023-2024 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof),

* * If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District, having fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes; ^{**} and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2023-2024 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

^{***} Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the District hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the District hereunder.

WHEREAS, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Sandler & Co., as underwriter for the Program (the "Underwriter"), and Dale Scott & Company, as financial advisor for the Program (the "Financial Advisor"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit Provider") designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Credit Agreement") identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the

sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Certificate Purchase Agreement") to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the "Bond Pool Structure"), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Note Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of senior bonds (each a "Series of Senior Bonds") and, if desirable, a corresponding series of subordinate bonds (each a "Series of Subordinate Bonds" and collectively with a Series of Senior Bonds, a "Series of Pool Bonds") secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such

Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, in anticipation of the receipt by or accrual to the District during Fiscal Year 2023-2024 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2023-2024 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for

* * For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2023-2024 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing

such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2023-2024 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating

Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(e) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(f) The Series of Additional Notes duly executed by the applicable Authorized Officers of the District.

(g) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby

approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2023-2024, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series

Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2023 (or the date of adoption of this Resolution if after May 1, 2023) through June 15, 2024 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and

otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool

Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument

applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Sandler & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to

approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2023 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2023 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-

exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment

Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with

respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the District shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer

of a Note of a Series, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(A) Subject to Section 6 hereof, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the District, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the District. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the District, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses

which may be incurred by the District and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2023-2024 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, and (ii) the District has full legal right, power and authority to issue and deliver such Series of Notes and to perform its obligations as provided herein and therein.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2023-2024 setting forth expected

revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2023-2024, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2017-2018 through Fiscal Year 2021-2022, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2022-2023 and 2023-2024, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any

pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2023 (the "Fiscal Year 2022-2023") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2022-2023 or Fiscal Year 2023-2024 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2023-2024.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Financial Advisor, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(A) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related

thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2023-2024 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2023-2024 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(B) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(C) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make

or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; and

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests.

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as

applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(1) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in

accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes;
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person; or

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other

material events affecting the tax status of such Series of Notes and the related Series of Certificates;

- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or
- h. Incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the District are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as

applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Electronic Signatures; DocuSign. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/_____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA
2023-2024 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____

Date of
Original Issue

REGISTERED OWNER: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>		
____%		____, 20__		
<u>First</u> <u>Repayment Period</u>	<u>Second</u> <u>Repayment Period</u>	<u>Third</u> <u>Repayment Period</u>	<u>Fourth</u> <u>Repayment Period</u>	<u>Fifth</u> <u>Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20__ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____* To bear this designation if this Note is a Series of Subordinate Notes.

*** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment

of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

April 11, 2023

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL ISSUES**

AGENDA ITEM: **7.6 APPROVE BUDGET HEARING PLANNING FORM IN THE
MATTER OF SETTING A HEARING DATE FOR ADOPTION OF
DISTRICT BUDGET FOR FISCAL YEAR 2023-2024**

ATTACHMENTS: **BUDGET HEARING PLANNING FORM**

DISCUSSION:

The Board is required to hold a public hearing on the proposed budget during which any resident of the district may appear and comment on it. The attached form will arrange for the Tulare County Office of Education to publish the notice of public hearing and adoption hearing on our behalf.

The form states that the Board will hold a public hearing at 12:00 PM on June 6, 2023 in the Board Room located at 10643 Avenue 416, Sultana, CA 93666. This will also notify the public that the preliminary budget will be available to any member of the public, who wishes to inspect prior to hearing and will be made available on May 31, 2023.

Also, this form states that the Board will hold the adoption hearing at 8:00 AM on June 20, 2023 in the Board Room located at 10643 Avenue 416, Sultana, CA 93666. This will also notify the public that the final budget will be available to any member of the public, who wishes to inspect prior to hearing and will be made available on June 15, 2023.

RECOMMENDATION: **The Superintendent recommends that the Board
APPROVE Budget Hearing Planning Form.**

PROPOSED ACTION: **APPROVE**

2023-2024 Budget Hearing Planning Form

Complete this form
and file with TCOE
Attn: Shelly DiCenzo
no later than
April 14, 2023

Name of District: Monson-Sultana Joint Union Elementary School District

Education Code 42103 requires each school district governing board to hold a public hearing on the proposed budget. The proposed budget must be available for public inspection **at least three working days** before the date of the public hearing.

A. Public Hearing Information

Date of Public

Hearing: June 6, 2023

Time: 12:00 ☐ a.m. ☒ p.m.

Address: 10643 Avenue 416, Sultana, CA 93666

Location: Board Room

(specify room #, board room, library etc.) -- Provide Zoom Info, if applicable



The date you provide on the line below must be at least 3 **working** days prior to the public hearing date you entered above (**do not** count the date of the public hearing or Saturdays/Sundays when calculating this date.)

Date budget will be
available for
inspection:

May 31, 2023

Location of
Inspection and

Website: Business Office

(specify district office, business office or other location, room # etc. and website to access budget online)

The governing board shall prepare and adopt a budget, in accordance with Education Code 42126 and 42127.

B. Budget Adoption Information



The date you provide on the line below must be different than the date of the public hearing in Section A above.

Date budget will be
adopted by the Board:

June 20, 2023

The budget must be adopted on a **different date**, at a **separate public meeting**, than the public hearing.

The County Superintendent of Schools shall publish the date and location at which the proposed budget may be inspected by the public as well as the date, time, and location of the public hearing of the proposed budget.

C. Newspaper Selection*



Mid-Valley Times (formerly Dinuba Sentinel)



Tulare Advance-Register



Foothills Sun-Gazette



Visalia Times-Delta



Porterville Recorder

*Please note you must select one of the newspapers above because they are the only newspapers of general circulation in the county that meet the requirements of Education Code 42103. We will happily publish in other newspapers in addition to one listed above, but there will be additional costs to the district to do so.



Other – Please specify:

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

April 11, 2023

AGENDA SECTION:

CONSENT

AGENDA ITEM:

7.7 OFFICE CARPET BIDS

ATTACHMENTS:

AMPARAN FLOORING BID

FRANEYS DESIGN CENTER BID

ROBINSON'S INTERIORS BID

DISCUSSION:

Administration is recommending the purchase or contracting with Amparan Flooring to install and upgrade the Monson-Sultana School's front office carpet.

RECOMMENDATION:

The Superintendent recommends that the Board approve a bid from Amparan Flooring for the installation of new carpet in our campus's main office.

PROPOSED ACTION:

APPROVE

AF
Amparan Flooring
P.O. Box 278
Kingsburg, CA 93631
Phone # (559) 419-9131

Proposal

Date	Estimate #
3/29/2023	8084

Name / Address
Monson-Sultana Joint Union ESD 10643 Avenue 416 Sultana, CA 93666

CSL #948182
DIR #1000011386

Project
Monson-Sultana School Admin

Description	Total
Demo existing carpet, VCT, and rubber base	2,290.00
Supply & Install Mohawk Faculty Remix Broadloom	8,310.00
Supply & Install Armstrong Standard Excelon VCT	3,615.00
Supply & Install Roppe 4" Rubber Base	1,990.00
PREP: Skim coat resilient areas using Ardex Feather Finish	1,075.00
Alternate No. 1: Mohawk Faculty Remix Modular +\$2,400 (in lieu of Broadloom)	
Alternate No. 2: Tarkett Standard Sheet Vinyl covered 6" in Restrooms +\$1,500 (in lieu of VCT)	
*Includes Tulare County prevailing wages	
*Excludes furniture removal	

Proposals are figured for a normal work week (Monday-Friday). Weekend work will require an additional fee.

Minor Floor Prep Included: cracks and joints only.

NOTE - THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED IN 30 DAYS.

Any alteration or deviations from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Credit cards are accepted but will require an additional 2.75% of the total for a processing fee.

Total	\$17,280.00
--------------	--------------------

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____ Date _____

Phone (559) 733-9990

FAX (559) 733-7951

Email: franeys@live.com

Calif. State Cont. #288491

Franeys
DESIGN CENTER

35095

Date 3/3/2023Contractor Brandon ConcoranAddress Emily, brandon@masschuel.org

Phone _____

Owner Monson-Sultana School Dist

Email _____

Address 10643 Ave 416

Phone _____

Job Location Sultana, CA 93606

We hereby agree to furnish and install the following items, subject to the terms and conditions specified below.

9
FURNISH + INSTALL LSS Faculty Room #BAG
DIRECT Blue in Boardroom, 3 pieces,
+ Hall, Reception + copy

@ V.C. Tile in 4 Bathrooms
w/ 16" Base + in front of Counter,
Nurses, Hall + Breakroom
w/ 14" Base Throughout

owner to R+R plumbing + finish

Total Top End

21,857

INSTALL

SUMMER 2023

PLEASE SIGN & RETURN TOP COPY WITH

DEPOSIT

Terms: Net Cash on Completion of Job

A FINANCE CHARGE of 1 1/2% per month, which
is 18% per Annum, will be charged on accounts
30 days past due. Minimum Charge .75¢.

Submitted By

FRANEY FLOOR COVERING, Inc.

NOTE: THIS ESTIMATE SUBJECT TO APPROVAL OF OUR OFFICE
This Estimate Valid After 30 Days

PLEASE DELIVER goods and make installations described above, for which I agree to pay you on above named terms. I also agree to pay you any additional charges with which I am added to above amounts for extra materials or work not described above; including cleaning floor, removing old linoleum, moving tubs, stoves, heaters and other items. I agree to pay reasonable collection charges in event I fail to pay this bill as herein promised and in event of legal action to pay all costs including attorney's fees. I hereby release FRANEY FLOOR COVERING of all responsibility for warped or faulty floors or when condition of moisture or alkali prevails. It is understood that in rooms where there are tubs - heaters - stoves or wash paint. Linoleum laying is difficult and FRANEY FLOOR COVERING is not responsible for damage to said items unless such damage is caused by undue negligence on the part of such workmen.

ACCEPTED

Contractor-Owner or Authorized Agent

NOTICE TO OWNER — The Representations made in this contract, are made under penalty of perjury.

The law requires that, before a licensed contractor can enter into a contract with you for work of improvement on, any property, he or she must give you a copy of this notice. (see over)



CARPET ONE  FLOOR & HOME

FEBRUARY 27, 2023

TO: MONSON SULTANA SCHOOL DISTRICT

ATTENTION: BRANDON

RE: CARPET & VCT

LOCATION: 10643 AVE 416

SULTANA, CA. 93666

QUOTE TO INSTALL NEW COMMERCIAL BROADLOOM CARPET GLUE DOWN, **OPTION #1** IN THE RECEPTION AREA, CONFERENCE ROOM, HALLWAYS, 2 OFFICES, STORAGE ROOM, MULTI-PURPOSE ROOM, VCT IN THE MAIN ENTRY, NURSE'S OFFICE, NURSE BATH AND VCT **OPTION #2** FOR THE LARGE LUNCHROOM, HALL AND 3 BATHROOMS.

OPTION #1:

180 YDS. OF GLUE DOWN CARPET INSTALLED, 270 SF OF VCT INSTALLED \$18,050.00
WITH 4 INCH RUBBER BASE, DEMO AND PREP.

OPTION #2:

540 SF OF VCT INSTALLED WITH 4 INCH RUBBER BASE, DEMO AND PREP. \$4,200.00

TOTAL COMBINED QUOTE \$22,250.00

*CARPET: MOHAWL GROUP FACULTY REMIX BROADLOOM.

*VCT: ARMSTRONG STANDARD EXCELON VCT.

*BASE: 4 INCH ROPPE RUBBER TOP SET BASE.

*QUOTE PREPARED BY MATT KARLE AT ROBINSON'S FLOORING.

*PREVAILING WAGE PROJECT.

110 E. Alluvial Fresno, California 93720 PH: (559) 412-2900 Fax: (559) 412-7102

LIC. NO 525913

robinsoninteriors.com

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

April 11, 2023

AGENDA SECTION:

CONSENT

AGENDA ITEM:

**7.8 COMPREHENSIVE SCHOOL SAFETY PLAN &
EMERGENCY RESPONSE PLAN**

ATTACHMENTS:

**COMPREHENSIVE SCHOOL SAFETY PLAN & EMERGENCY
RESPONSE PLAN**

DISCUSSION:

Districts are required to review, update, and approve a Comprehensive School Safety Plan annually. Monsoon-Sultana's proposed plan is presented for the Board's approval. The plan has undergone only minor revisions since adoption last year.

RECOMMENDATION:

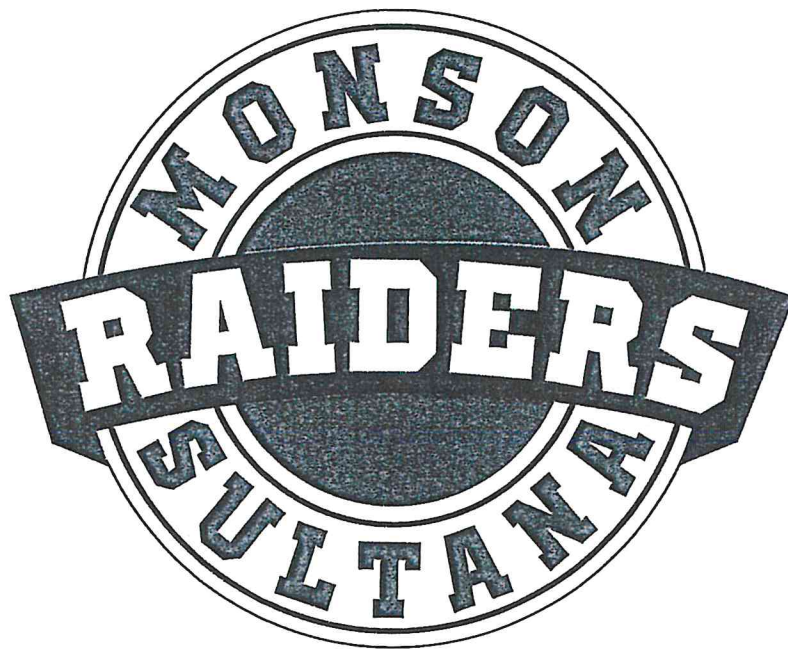
The Superintendent recommends approval of the Comprehensive School Safety Plan & Emergency Response Plan.

PROPOSED ACTION:

Approval

Monson-Sultana School

Comprehensive School Safety Plan & Emergency Response Plan



Board Approved April 11, 2023

Table of Contents

Board of Trustees and Administration	3
Introduction and School Profile	4
School Crime Status and Reporting.....	4
Personal Characteristics of Pupils and Staff.....	4
Physical Environment	4
School Location and Physical Environment	4
Description of School Grounds	4
Maintenance of School Buildings and Classrooms.....	5
Internal Security Procedures.....	5
Inventory System	6
School Climate	6
School's Social Environment	6
Disaster Procedures, Routine and Emergency.....	6
Classroom Organization and Structure	7
The School's Cultural Climate	7
Safety Strategies	7
Introduction	7
Preventing and Intervening: Aggressive Student Behavior	7
Mental health Programs and Services.....	8
Student Recognition Programs	8
Nondiscrimination and Fair Treatment of Students	8
Bullying	9
Discipline Policy and Codes of Conduct	9
Disruption Threatening Pupil's Immediate Physical Safety	9
Crisis Intervention and Disaster Planning	10
California Safe Schools Assessment	10
Teacher Notice of Disciplinary History	10
Gang Affiliation	10
Gangs and Graffiti	10
Alternative Programs	11
Drug and Violence Prevention Programs	11
Truancy.....	11
Megan's Law Notification	11
Parent Involvement	12
Campus Supervisor and Administrative Positions	12
Campus Disturbances and Crimes	12
Visitors and Disruptions to Educational Process	12
Enhancing Physical Safety Practices	13
School Safety Compliance	13
Child Abuse Reporting Procedures	13
Suspected Child Abuse Reporting Procedures	13
Suspension and Expulsion Policies	14
Suspension and Expulsion	15
Due Process.....	16
Procedures to Ensure a Safe and Orderly Environment	33
Philosophy of Discipline	33
School Policies	34
Emergency Response Plan.....	37-76
Addendum: COVID-19 Prevention Plan (CPP).....	1-19

Monson-Sultana
Joint Union Elementary School District

Board of Trustees

President: Lynn Simmons

Clerk: Delbert Quintana

Member: Jeff Belknap

Member: Robert Cepeda

Member: Vicki Worthley

Superintendent: Roberto C. Vaca

INTRODUCTION

SCHOOL PROFILE

Monson-Sultana Elementary is in a rural community in the northern area of Tulare County. We are a single school district with a TK-8 program serving approximately 435 students. The school has been at its current location for more than 50 years maintaining a co-terminus relationship with the Dinuba Unified School District. We provide our students with a fully-equipped technology lab, science lab, library, K-8 music program, and a licensed vocational nurse. Our student population is comprised of 93.5% Hispanic students and 6% white students. The school and all facilities are located on a 16 acre parcel with permanent structures ranging from 1 to 46 years of age.

Monson-Sultana School has maintained a high profile in the areas of technology, performing arts, and student achievement. We currently enjoy a ratio of one computer for every two students and there are two mobile laptop labs that can be set up in any area of the school to allow student access to the Internet. Our performing arts program has won numerous awards and has been designated as a model program for grades K-6.

Monson-Sultana School envisions a system in which all students perform at their maximum potential, where differences of language, culture, economics, and abilities are celebrated and become sources of strength for our students. It is a system that has a defined goal with students, parents, staff, administration, and a community that works together to implement high-quality educational programs. Our school district accomplishes what the public demands and deserves; students who have mastered a basic and expanded curriculum and who are actively pursuing the development patterns that will allow them to become productive citizens.

PERSONAL CHARACTERISTICS OF STUDENTS AND STAFF

Monson-Sultana School has an enrollment of 435 pupils in grades K through 8. Monson-Sultana School is a School-wide Title I school resulting in 100% of students to be eligible for free/reduced cost lunches. The ethnic makeup of the student population is 93.5% Hispanic, 6% White/Caucasian, and 0.4% Other. Our pupils have a variety of life experiences. Some students have recently arrived from foreign countries and speak little or no English while others have never left their neighborhood.

The school staff is comprised of 23 certificated (21 teachers, 2 administrators) and 25 classified. There are two full time County employees (1 Special Education teacher, 1 Instructional Assistant) and 2 itinerant County employees who service students as needed.

PHYSICAL ENVIRONMENT

The Schools' Location and Physical Environment

Monson-Sultana School is located in the town of Sultana in northern Tulare County. The immediate area around the school includes single family dwellings, farm land, and a large fruit packing warehouse which is currently unoccupied. One area of concern with regard to safety is heavy, high-speed traffic on a 4-lane road that borders the school campus.

Description of School Grounds

The school site encompasses 16 acres. Classroom wings are divided into 4 separate wings which house Kindergarten, 1st through 3rd grade, 4th and 5th grade, and 6th through 8th grade. Each wings has male and female restrooms. The playground is grass, concrete and asphalt and includes basketball and volleyball courts, baseball diamonds and several play structures which are inspected annually by the District's property and liability insurance provider. Monson-Sultana School is completely enclosed by a fence with gates which are kept locked during school hours. During the school day, staff members and administrators provides campus

supervision. Identified problem areas receive increased supervision to reduce discipline, crime, or other school safety concerns. The Board of Trustees recently authorized the upgrade of the school's security camera system which now has a total of 16 high-resolution cameras that cover all high traffic areas on campus.

It is the practice of Monson-Sultana School to remove all graffiti from school property before pupils arrive to begin their school day. Other acts of vandalism are promptly addressed and corrected/repared as quickly as possible.

The school has an on-site food preparation facility and cafeteria which provides breakfast and lunch to the students and staff daily. There is a full-service maintenance facility that houses school buses and maintenance vehicles.

Maintenance of School Buildings/Classrooms

The school's physical facility is well maintained and generally looks neat and clean. District personnel periodically examine the school's physical facility and help eliminate obstacles to school safety. Additionally, health and fire department inspectors contribute to school safety. The classrooms are monitored for safety and appearance by the administration and individual classroom teachers. The pupils take pride in the appearance of the school.

In the past year playground equipment which had been found to have safety issues has been removed. All play structure areas have had cushioning material added to meet safety standards. Concrete basketball/volleyball courts which were cracking have been repaired.

Internal Security Procedures

Monson-Sultana School has established procedures in the following areas: California Safe School Assessment (CSSA) reporting procedures, suspension and expulsion procedures, and an inventory system. Keeping Ed Code violations at a minimum requires constant vigilance. The following strategies will be utilized in achieving this goal:

- Students are not allowed in unsupervised areas of the campus before school or during lunch and recess periods.
- Students are constantly supervised by teachers, instructional assistants, and the principal during times when students are outside of the classroom.
- Students are confined to grade-level areas during recess and lunch periods.
- Student access to the school is restricted until 7:45 in the morning when site administration opens the main gates for student entry. All other entry points to the campus are closed until the start of the school day. Gates are closed daily at 8:30 a.m. and remain closed during the school day.
- All classrooms and other student areas will remain locked during the time that students are inside.
- Monson-Sultana School maintains a copy of the district's sexual harassment policy in the main office and the policy is available on request Sexual harassment policy. The District's Sexual Harassment Policy contains dissemination plans, applicable definitions, reporting requirements, investigation procedures, enforcement regulations, and information related to suspension and/or expulsion for sexual harassment of or by pupils. Additionally, a notice summarizing this sexual harassment policy appears in the *Parent & Student Handbook*, The parent student handbook is distributed at the beginning of each school year to all parents and pupils. It is available in Spanish.
- To ensure the safety of pupils and staff, all visitors to the campus, except pupils of the school and staff members, shall register immediately upon entering any school building or grounds when school is in

session. District employees shall wear appropriate identification badges while on campus conducting business.

Discipline procedures shall focus on finding the cause of problems and working with all concerned to reach the proper, lawful solutions. The school's discipline plan begins at the classroom level. Teachers shall use a visible classroom management plan to communicate classroom rules, promote positive pupil conduct, and reduce unacceptable conduct. Appropriate consequences are administered based on the seriousness of the pupil's misbehavior. Pupil conduct standards and consequences for Monson-Sultana School are specifically described in this Comprehensive Schools Safety Plan including: (a) the adopted school discipline rules and procedures, (b) District Disciplinary Guidelines, and (c) the adopted school-wide dress code.

Pupils may be suspended or recommended for expulsion for certain acts. For specific student violations, a mandatory expulsion recommendation shall be submitted by the administration of Monson-Sultana School. Site administration contributes to a positive school climate, promotes positive pupil behavior, and helps reduce inappropriate conduct. The principal/designee uses available district and other appropriate records to inform teachers of each pupil identified under E.C. 49079. Law enforcement is contacted and consulted to help maintain and to promote a safe and orderly school environment. Monson-Sultana School employees comply with all legal mandates, regulations, and reporting requirements for all instances of suspected child abuse.

If appropriate, additional internal security procedures affecting the integrity of the school facility include: telephones in all classrooms and meeting areas, and a comprehensive alarm and security system including security cameras on the perimeter areas of the school. Community involvement is encouraged to help increase school safety. Night custodians carry "Panic Buttons" which connect directly to law enforcement.

Inventory System

Most school-site equipment has a metal ID tag or a bar code sticker adhered to its surface. These items are inventoried annually and there is an established accountability system. Office and classroom supplies are secured.

SCHOOL CLIMATE

The School's Social Environment

Leadership at Monson-Sultana School is a shared process. A proactive role is assumed in all phases of the school operation. The current management team is committed to developing Monson-Sultana School toward excellence in the areas of academic and social behavior. The principal sets a positive tone for the school, guides the staff and works closely with them on curriculum and school safety issues. The school site's organizational structure is open and flexible contributing to sensitivity concerning school safety issues and promoting a safe, orderly school environment conducive to learning.

Disaster Procedures, Routine and Emergency

A contingency plan for emergencies is contained in a handbook available to each staff member. The District's emergency Response Plan - ERP Plan is listed as the last section of this plan. The plan is reviewed at the beginning of each school year. This plan also contains available district and outside agency resources, emergency disaster procedures and information on Standardized Emergency Management System (SEMS).

Classroom Organization and Structure

Monson-Sultana School teachers provide a varied learning environment in their classrooms. Teachers use a variety of teaching strategies including: Project Based Learning, oral presentations, group projects, simulation exercises, and displays. The teachers at Monson-Sultana School are highly qualified, with several teachers holding advanced degrees. The staff is united in their desire to provide quality education for all pupils. Classrooms and teachers provide safe, orderly learning environment, enhance the experience of learning, and promote positive interactions amongst pupil and staff. Instructional time is maximized and disruptions are minimized.

The School's Cultural Environment

There is a high level of cohesiveness among the staff members at Monson-Sultana School. Cooperation and support between teachers and the administration is evident. Efforts are made by the administration and staff to show concern for all pupils. All pupils are expected to behave in a manner that promotes safety and order. Pupils are encouraged to bring problems to the principal, teacher, or other staff members. The everyday goal is for the staff to be proactive rather than reactive in all situations of concern.

SAFETY STRATEGIES

Introduction

Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. Monson-Sultana School promotes educationally and psychologically healthy environments for all children and youth. Monson-Sultana School recognizes there are comprehensive, broad factors directly related to a safe school environment such as the school facility, school programs, staff, parents and the community. The school further recognizes that safe school practices make major contributions to academic and school improvement efforts. Although keeping children safe requires a community-wide effort, schools are an important piece of the undertaking to keep children safe. Monson-Sultana School's efforts are illustrated below which broaden the safety planning and incorporate an expansive range of strategies and programs in the school safety plan.

Positive pupil interpersonal relations are fostered by teaching social-personal skills, encouraging pupils to feel comfortable assisting others to get help when needed and teaching pupils alternative, socially appropriate replacement responses to violence, including, but not limited to problem solving and anger control skills. When appropriate, staff members shall make referrals to recognized community agencies and/or counseling and mental health resources in the community to assist parents/student with issues prevention and intervention. The school uses a variety of methods to communicate with pupils, parents, and the greater community that all children are valued and respected.

Preventing and Intervening: Pupil Aggressive Behavior

Creating a safe school requires having in place many preventive measures for children's mental and emotional problems. Schools can reduce the risk of violence by teaching children appropriate strategies for dealing with feelings, expressing anger in appropriate ways and resolving conflicts. Staff members at Monson-Sultana School have received training in conflict resolution and confrontation skills. Monson-Sultana School uses a comprehensive approach to school violence prevention. Pupils are identified in their school career using measures shown to be highly effective in identifying student with antisocial and aggressive tendencies. These measures include: (a) number of disciplinary referrals to office, (b) observed aggressive behavior, and (c) teacher observation.

In order to better provide for the welfare, safety, and security of everyone involved in a crisis situations, the school principal and two teachers have been trained and certified in Nonviolent Crisis Intervention through

the Crisis Prevention Institute. This training provides the skills necessary to intervene more safely when an individual's behavior becomes dangerous.

Mental Health Programs

Assigned to Monson-Sultana School is an itinerant school psychologist. District programs contributing to mental health goals include the Character Counts program. In addition, the district has added social workers and counselors to the itinerant staff to serve students and families in need of support. The staff of Monson-Sultana School shall identify students in need and bring to the attention of the school psychologist. The staff of Monson-Sultana School shall implement the EMERGENCY RESPONSE in the Incident Crisis Response Plan for "suicide" in cases where a student exhibits specific characteristics or makes comments regarding suicide. In incidences of possible suicide, school/district psychologist or police crisis response units shall be contacted.

Student Recognition Programs

Monson-Sultana School offers several recognition and award programs such as the annual Academic Awards Night, Student of the Trimester, Character Counts, and athletic awards.

Nondiscrimination and Fair Treatment of Pupils

Procedures, programs and strategies used to help eliminate problems of bias or unfair treatment of pupils by staff and by peers because of ethnic group, gender, race, national origin, social class, religion, disability, sexual orientation, physical appearance, color, ancestry, parental status, or other relevant characteristics. The school provides a way for each pupil to safely report and, be protected after reporting, troubling behaviors that the pupil thinks may lead to dangerous situations, such as potential school violence.

A major source of conflict in many schools is the perceived or real problem of bias and unfair treatment of students because of ethnicity, gender, race, social class, religion, disability, nationality, sexual orientation, physical appearance, or some other factor. Effective schools convey the attitude that all children can achieve academically and behave appropriately, while at the same time appreciating individual differences.

Monson-Sultana School prohibits discrimination, harassment, and intimidation. The school investigates complaints to include complaints of discrimination, harassment, intimidation, and bullying based on actual or perceived characteristics. School personnel who witness such acts take immediate steps to intervene when safe to do so and report the incident immediately to administration. Assembly Bill 9 (AB 9) requires the Superintendent of Public Instruction to post, and annually update, on his or her Internet web site, and to provide to each school district, a list of statewide resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying, and their families.

Effective schools communicate to students and the greater community that all children are valued and respected. In order to maximize the successful education of all students and help students become productive citizens and lifelong learners in a diverse society, all individuals including student, parents, staff and community members:

- Shall be treated with dignity, respect and fairness;
- Shall encourage and maintain high expectations;
- Shall model an appreciation for socio-economic, cultural, ethnic, gender and religious diversity; and
- Shall contribute to an environment of mutual respect, caring and cooperation.

Students, parents, staff and community members shall join together to share a sense of belonging and take pride in our schools, facilities and programs through participation and cooperation in support of the education of all students. A copy of the "Parent Student Handbook" is provided to each parent/student annually or upon enrollment. This handbook includes information pertaining to student rights to physical safety, to the protection of personal property, to respect from adults, and to be free of discrimination on the basis of gender, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The District's policies on nondiscrimination and sexual harassment support these protections and serve to promote the fair treatment of all children .

Bullying

Assembly Bill (AB) 1156 defines bullying as *"any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, as defined, including, but not limited to, sexual harassment, hate violence, or harassment, threats, or intimidation, that has the effect or can reasonably be predicted to have the effect of placing a reasonable pupil, as defined, in fear of harm to that pupils or those pupils person or property, causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health, causing a reasonable pupil to experience substantial interference with his or her academic performance, or causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school."*

All reports of bullying at Monson-Sultana School will be investigated and students who are found to be in violation of Ed Code regulations will be subject to disciplinary action. The victims of bullying and their parents will have priority when requesting interdistrict attendance agreements.

Students and staff will receive ongoing training in the recognition and prevention of bullying.

Disruptions Threatening Pupil's Immediate Physical Safety

Existing law provides that a person who comes into any school building or upon any school ground, or adjacent street, sidewalk, or public way, whose presence or acts interfere with or disrupt a school activity, without lawful business, or who remains after having been asked to leave, as specified, is guilty of a misdemeanor. "

Assembly Bill (AB) 123 expands this provision to also apply to any person who comes into any school building or upon any school ground, or adjacent street, sidewalk, or public way, and willfully or knowingly creates a disruption with the intent to threaten the immediate physical safety of any pupil in preschool, kindergarten, or any of grades 1 to 8, inclusive, arriving at, attending, or leaving from school. When situations of this nature arise, Emergency Action Procedures are initiated to protect students and staff. When necessary, law enforcement will be notified and all appropriate measures will be put into effect.

Discipline Policy and Code

Education cannot take place and learning cannot flourish in an undisciplined setting. Discipline issues make the process of teaching much more difficult and result in lost instructional time for all students. Effective and safe schools, develop, and consistently enforce, school-wide rules that are clear, broad-based, and fair. School safety can be enhanced by the development of a school-wide disciplinary policy that includes a code of conduct, specific rules and consequences that can accommodate student differences on a case-by-case basis when necessary. Discipline consequences should be commensurate with the offense, should be written, and applied in a nondiscriminatory manner.

Monson-Sultana School uses both classroom and school-wide discipline codes that clearly communicate the behavioral expectancies and consequences for pupils. Monson-Sultana School has developed plans to promote positive behaviors in the playground, lunchroom, hallways, and assembly areas.

Monson-Sultana School's administrators, teachers, families, pupils, support staff, and community members recognize and make appropriate use of the early warning signs related to violence, substance abuse, and other at-risk concerns.

Crisis Intervention and Disaster Planning

The staff of Monson-Sultana School shall increase school safety by evaluating and addressing serious behavioral and academic concerns. Weapons (on campus and in the community), bomb threats, explosives, natural disasters, accidents, and suicides call for immediate, planned action, and long-term, post-crisis intervention. Planning for such contingencies reduces chaos and trauma. Monson-Sultana School benefits from the District's Emergency Response Plan. The plan includes information on how to respond to a crisis. Risk factors, response and contingency plans, quick response designs, parent contacts, debriefing, suicide/threat response, violence/aggression response and training/drills to become aware of warning signs are among the areas addressed.

California Safe Schools Assessment

Monson-Sultana School actively participates in the California Safe Schools Assessment. Data is collected, reported, and reviewed on all crimes committed on the school campus. Monson-Sultana School recognizes that a safe school continually assesses its progress by identifying problems, collecting information regarding progress toward solutions, and by sharing this information with students, families, and the community at large.

Teacher Notice of Disciplinary History

The Monson-Sultana Joint Union Elementary School District shall provide to the staff of Monson-Sultana School information on each pupil who has: (1) during the previous three school years, engaged in any suspendable or expellable act (except E.C. 48900 (h)) or (b) committed a crime reported to the District by a family member, local law enforcement, Probation Department or social services. This information is used to develop awareness, assigning appropriate discipline consequences, help in allocating resources, and is a factor in determining which services are provided to the pupil or recommended to the parent/guardian.

Gang Affiliation

Gang affiliation and gang activity will not be tolerated at Monson-Sultana School. The staff at Monson-Sultana School shall work closely with local law enforcement regarding all issues and matters that are gang related. Information from the school and the community shall be communicated to the student's parents, if the pupil begins to exhibit gang-related behaviors. Appropriate prevention and intervention strategies and programs shall be offered to the families.

Gangs and Graffiti

Monson-Sultana School uses its links with the Tulare County Sheriff's Office to enhance its effort to curb gang influence. Within the community, an increase in graffiti, damage to property, and other inappropriate activities after hours have led the site administration to pursue methods of surveillance of the school site 24 hours per day.

Alternative Programs

Research has shown that effective alternative programs can have long-term positive results by reducing expulsions and court referrals. Monson-Sultana School may make a referral to the Office of Child Welfare and Attendance for placement in one of the programs offered through the Tulare County Department of Education. These alternative programs, when matched to a pupil's needs, can produce positive outcomes.

Drug and Violence Prevention Programs

The goals of the district's Drug Alcohol and Tobacco Education Program and other related community programs include providing all K-12 pupils with a comprehensive drug and violence prevention program and providing all pupils in grades four through eight with a comprehensive tobacco use prevention education.

Truancy

Monson-Sultana School recognizes the importance of punctuality and regular attendance. The staff of the school shall accurately record the attendance record for all students. Parents of students with poor attendance will be contacted. Students with poor attendance due to medical issues will be referred to the school nurse. Should attendance problems continue, official action is to be taken, which could result in a referral to the Tulare County District Attorney's Office with a request for prosecution of the parent and/or the student.

Megan's Law Notification

"Megan's Law" provides the public with photographs and descriptive information on serious or high risk sex offenders residing in California who have been convicted of committing sex crimes and are required to register. School staff shall assist parents in locating such information via the Internet when requested.

Parent/Guardian Involvement

Plan(s) and method(s) are available to identify isolated and troubled children, help foster positive relationships between school staff and pupils, and promote meaningful parental and community involvement. Staff members in effective and safe schools make persistent efforts to involve parents/guardian by: Informing them about discipline policies, procedures, and rules, and about their children's behavior, both desirable and undesirable; involving them in making decisions concerning school-wide disciplinary policies and procedures; and encouraging them to participate in prevention programs, intervention programs and crisis planning. Monson-Sultana School:

- Notifies parents about, and encourages participation in parenting programs.
- Has established a school visitation procedure.
- Provides a newsletter to parents.
- Uses the School Accountability Report Card to communicate to parents.
- Provides multiple opportunities for Teacher-Parent Conferences.
- Provides opportunities for parents to volunteer on short-term projects, field trips, and fund raising activities to the extent that they enhance the school.

Problem Solving Teams

School communities can enhance their effectiveness by identifying factors that result in violence and other problem behaviors. In-building, collaborative problem-solving teams are viewed as essential to successful prevention and intervention with aggressive behavior. Monson-Sultana School utilizes a student study team to help address issues of problem behavior. These problem-solving efforts bring together school staff, parents, and when appropriate, involved community-based agencies and the pupil. The goal is to help identify, clarify, analyze, and resolve issues concerning pupil, educational and familial concerns. The student study team is flexible enough to address individual problems and school-wide matters.

Community Linkages

When working with parents and students with specific issues, the staff of Monson-Sultana School will provide information to the families regarding available community resources. The staff of Monson-Sultana School shall work closely with recognized local city, county and state agencies.

Campus Supervisor and Administrative Positions

Schools can enhance physical safety by monitoring the surrounding school grounds-including landscaping, parking lots, and bus stops. Pupils can also be a good source of information. Peers often are the most likely group to know in advance about potential school violence. Monson-Sultana School employs a principal whose job is designed to help increase school safety, prevent prohibited offenses, and promote positive student relationships. The principal has developed procedures to monitor the school campus, the surrounding areas, and has designated the safe entrance and exit routes to school. Furthermore, recognizing that pupils are often the first to know of dangerous plans or actions, the principal makes himself available for a pupil to safely report troubling behaviors that may lead to dangerous situations.

When it comes to school safety, pupils are taught not to keep secrets. Effective relationships between the principal and pupils help initiate appropriate investigations, help staff learn of suspects in school offenses, and help collect important knowledge about community conflicts that may have an impact on school safety.

Campus Disturbances and Crimes

Monson-Sultana School recognizes that campus disturbances and crimes may be committed by visitors and outsiders to the campus. Several steps have been taken to protect the school, staff, and pupils from safety threats by individuals visiting the campus area. In addition, disputes often occur because of parental custody disputes. The staff of Monson-Sultana School will maintain in the student's custody documentation provided by families and will request assistance from local law enforcement and the Office of Child Welfare and as needed.

Visitors and Disruptions to Educational Process

Monson-Sultana School is aware of the laws, policies and procedures, which govern the conduct of visitors to the school campus. Monson-Sultana School uses continuing efforts to minimize the number of campus entrance and exit points used daily. Access to school grounds is limited and supervised on a regular basis by individuals, such as the campus supervisor; staff familiar with the student body. Campus traffic, both pedestrian and vehicular, flows through areas that can be easily and naturally supervised. Delivery entrances used by vendors are also checked regularly. The campus has perimeter fencing.

To ensure the safety of pupils and staff and avoid potential disruptions, all visitors to the campus, except pupils of the school and staff members, must register immediately upon entering any school building or grounds when school is in session.

Monson-Sultana School has established a visible means of identification for visitors while on school premises (i.e. tag). Furthermore, the principal, designee or campus supervisor may direct an individual to leave school grounds if he/she has a reasonable basis for concluding that the person is committing an act that is likely to interfere with the peaceful conduct of school activities or that the person has entered the campus with the purpose of committing such an act.

Monson-Sultana School has developed a notice for disruptive individuals and, when appropriate, exercises the authority to remove a visitor or outsider from the campus. Law enforcement is immediately contacted for individuals engaging in threatening conduct, including disturbing the peace. Monson-Sultana School's notice and removal system establishes sufficient documentation for civil law remedies as needed. For continuing disruptive behavior by a visitor or outsider, Monson-Sultana School may seek to file for a temporary restraining order and injunction.

Enhancing Physical Safety Practices

Schools can enhance physical safety by adjusting traffic flow patterns to limit potential for conflicts or altercations. Schools can enhance physical safety by having adults visibly present throughout the school building. This includes encouraging parents to visit the school. Schools can enhance physical safety by conducting a building safety audit in consultation with the Office of Child Welfare and Attendance and/or law enforcement.

- Monson-Sultana School operates a closed campus, where pupils must have permission to leave the campus during school hours and only by parent permission or with a designated adult.
- Monson-Sultana School has attempted to minimize blind spots around the school facility.
- Monson-Sultana School has installed an alarm and surveillance system.
- Monson-Sultana School has set a priority to keep buildings clean and maintained.
- Monson-Sultana School has located its playground equipment where it is easily observed.
- Monson-Sultana School has limited roof access by keeping dumpsters away from building walls.
- Monson-Sultana School keep trees and shrubs closely trimmed to limit outside hiding places for people or weapons.
- Monson-Sultana School keeps the school grounds free of gravel or loose rock surfaces.
- Monson-Sultana School has designed its parking lots to discourage through traffic and to slow vehicles proceeding through the parking lot.
- Monson-Sultana School does not allow graffiti to remain on walls. The procedure involves following the three "R's" after discovery of graffiti—read, record (i.e. photograph or videotape) and remove.
- Monson-Sultana School provides maximum supervision in heavy traffic areas.
- Monson-Sultana School has established two-way communication between the front office and each classroom.
- Monson-Sultana School offers school-or-community-based activities for students after school.

School Safety Compliance

Child Abuse and Neglect

Monson-Sultana Joint Union Elementary School District Board Policy BP 5141.4 states that it is the District's responsibility to educate students about the dangers of child abuse so that they will acquire the skills needed to identify unsafe situations and to react quickly and appropriately. The policy also states that employees are mandated reporters as defined by law who are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any reported incidents but rather shall cooperate with agencies responsible for investigating cases of child abuse and neglect.

Child Abuse/Neglect Reporting Procedures

I. Initiating the Report

- a. The report is initiated by a telephone report to the appropriate agency.
- b. If the suspected child abuse has taken place within the family, call the appropriate agency.
- c. If the suspected child abuse has taken place outside the family, call the local
- d. Content of call.
 1. Name, address and age of child involved.
 2. Clear description of suspected abuse.

II. Written Report

- a. The telephone call is to be followed by completion of the Suspected Child Abuse Report. These forms are available in the Principal's office or you may call the Monson-Sultana Joint Union Elementary School District office at (559) 591-1634 for a form.
- b. The written report is to be addressed to the person to whom the telephone report was made.

c. The written report must follow the phone call within 36 hours.

Caution:

1. The reporting responsibility has not been discharged until both the telephone call and written reports are complete.
2. School personnel are not to engage in any investigation of suspected cases. The investigation will be done by the child protective services office.
3. The reporting responsibility is an individual one which is NOT discharged by report to supervisors or administrators.

SUSPENSION AND EXPULSION POLICIES

Suspension and Expulsion

The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction. (cf. 5144 - Discipline) Suspended or expelled students shall be excluded from all school-related extracurricular activities during the period of suspension or expulsion. (cf. 6145 - Extracurricular and Co curricular Activities) Except in cases where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is usually used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to him/herself or others. (Education Code 48915) The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

The principal shall annually inform all students and parents/guardians of the school's discipline rules and procedures and of the availability of all district policies and regulations dealing with student discipline, suspension and expulsion. (Education Code 35291, 35291.5) Alternatives to suspension or expulsion will be used with students who are truant, tardy, or otherwise absent from assigned school activities. (Education Code 48900)

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in regulation and law. (Education Codes 48911, 48915 and 48915.5) (cf. 5119 - Students Expelled from other Districts) (cf. 5144.2 - Suspension and Expulsion/Due Process - Individuals with Disabilities)

The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.

The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise. The Board recognizes that current law enables parents/guardians to be absent from work without

endangering their employment status in order to attend a portion of their child's school day at a teacher's request. Besides furthering improved classroom behavior, such attendance should promote positive parent-child interactions. Whenever a student is removed from a class because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's parent/guardian attend a portion of a school day in that class. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

The Board encourages teachers, before requiring parental attendance, to make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior. The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student (Education Code 48900.1)

Parental attendance may be requested on the day the student returns to class or within one week thereafter. The principal or designee shall contact any parents/guardians who do not respond to the request to attend school. The Board recognizes that parental compliance with this policy may be delayed, modified or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work. District regulations and school site rules for student discipline shall include procedures for implementing parental attendance requirements .

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of the law. Parents/guardians shall be notified of this policy before it is implemented and at the beginning of each subsequent school year. (Education Codes 48900.1, 35291, 48980) District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements.

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence reductions

1981 Enrollment of students

17292.5 Program for expelled students

32050 Hazing

35146 Closed sessions (re suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48660-48666 Community day schools

48900-48926 Suspension and expulsion

48950 Speech and other communication

49073-49079 Privacy of student records

CIVIL CODE

47 Privileged communication

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 *Ralph M. Brown Act (re closed sessions)*

HEALTH AND SAFETY CODE

11014.5 *Drug paraphernalia*

1053-11058 *Standards and schedules*

LABOR CODE

230.7 *Discharge or discrimination against employee for taking time off to appear in school on behalf of a child*

PENAL CODE

240 *Assault defined*

242 *Battery defined*

243.4 *Sexual battery*

245 *Assault with deadly weapon*

261 *Rape defined*

266c *Unlawful sexual intercourse*

286 *Sodomy defined*

288 *Lewd or lascivious acts with child under age 14*

288a *Oral copulation*

289 *Penetration of genital or anal openings*

417.25-417.27 *Laser scope*

422.6 *Interference with civil rights; damaging property*

422.7 *Aggravating factors for punishment*

422.75 *Protected classes*

626.2 *Entry upon campus after written notice of suspension or dismissal without permission*

626.9 *Gun-Free School Zone Act of 1995*

626.10 *Dirks, daggers, knives, razors or stun guns*

168.5 *Supporting person; attendance during testimony of witness*

COURT DECISIONS

Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301, 308

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

ATTORNEY GENERAL OPINIONS

80 *Ops.Cal.Atty.Gen. 347 (1997)*

80 *Ops.Cal.Atty.Gen. 91 (1997)*

80 *Ops.Cal.Atty.Gen. 85 (1997)*

UNITED STATES CODE, TITLE 20

7151 *Gun free schools*

Management Resources:

CDE PROGRAM ADVISORIES

0306.96 *Expulsion Policies and Educational Placements, SPB 95/96-04*

Suspension and Expulsion: Due Process

Suspension from school 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. Removal from a particular class shall 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) Day means a calendar day unless otherwise specifically provided. (Education Code 48925) School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925) Student includes a student's parent/guardian or legal counsel. (Education Code 48925) Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

NOTICE OF REGULATIONS

At the beginning of each school year, the principal shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980) (cf. 5144 - Discipline) Notification shall include information about the ongoing availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291) (cf. 5145.6 - Parental Notifications)

GROUND FOR SUSPENSION AND EXPULSION

A student may be subject to suspension or expulsion when it is determined that he/she:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a)) A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aide or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(s))
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)) (cf. 5131 - Conduct) (cf. 5131.7 - Weapons and Dangerous Instruments)
3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c)) (cf. 5131.6 - Alcohol and Other Drugs)
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material and represented same as controlled substance, alcohol 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 any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. 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 or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))

11. Disrupted school activities or otherwise willfully defied 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))

.2. Knowingly received stolen school property or private property. (Education Code 48900(l))

13. Possessed an imitation firearm, i.e., 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))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))

15. 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))

16. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

Pursuant to Education Code 48900.7, the making of a terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person or property damage in excess of \$1,000.00, 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. A student in grades 4 through 12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

17. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2) Pursuant to Education Code 48900.2 the conduct constitutes harassment when considered from the perspective of a reasonable person of the same gender as the victim to be 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. (cf. 5145.7 - Sexual Harassment)

18. 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) (cf. 5145.9 - Hate-Motivated Behavior) Education Code 233 defines "hate violence" as any act punishable under Penal Code 422.6, 442.7 or 422.75. Such acts include injuring or intimidating another person, interfering with the exercise of a person's civil rights, or damaging a person's property because of the person's race, color, religion, ancestry, national origin, disability, gender or sexual orientation.

19. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment. (Education Code 48900.4) (cf. 5145.3 - Nondiscrimination/Harassment)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including but not limited to the following circumstances: (Education Code 48900)

1. While on school grounds.
2. While going to or coming from school.
3. During the lunch period, whether on or off the school campus.
4. During, going to, or coming from a school-sponsored activity.

The Superintendent or principal may use his/her discretion to provide alternative to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(r)) Alternatives to suspension or expulsion will be used with students who are truant, tardy, or otherwise absent from assigned school activities. (cf. 5113 -Absences and Excuses) (cf. 5113.1 - Truancy)

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910) A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910) When removing a student from his/her class, the teacher shall immediately report this action to the principal and send the student to the principal for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed. As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist should attend the conference if it is practicable, and a school administrator may attend if either the parent/guardian or teacher so requests.

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910) A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913) Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1) This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date.
2. Describe the legal protections afforded to the parent/guardian as an employee under Labor Code 230.7.
3. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student.
4. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1.

The Superintendent, principal or principal's designee may suspend a student from a school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

The Superintendent or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
2. Brandishing a knife, as defined in Education Code 48915(g), at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058.
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion".
5. Possession of an explosive as defined in 18 USC 921.

Suspension also may be imposed upon a first offense if the Superintendent, principal or designee determines the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5) A student may be suspended from school for not more than 20 school days in any school year, unless for purposes of adjustment a student enrolls in or is transferred to another regular opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any

school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48912)

The Superintendent or designee may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which a student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the principal, designee or the Superintendent 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 and the evidence against him/her; the student shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911(b)) This conference may be omitted if the principal, designee or the Superintendent determines that an emergency situation exists. An "emergency situation" involves 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 parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference will be held as soon as the student is physically able to return to school. (Education Code 48911(c))
2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee.
3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall 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 also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.
4. Parent/Guardian Conference: Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matters. (Education Code 48914) While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such conference. The student may not be denied readmission solely because the parent/guardian failed to attend. (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. (Education Code 48911(g)) Any extension of the original period of suspension shall be 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. Extension of the suspension may be made only if 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)

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal or Principal's 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 if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. 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 closed sessions if a public hearing would lead to disclosure of information violating a student's right privacy under Education Code 49073-49079. (cf. 9321 - Closed Session Purposes and Agendas) The Board shall provide the student and his/her parent/guardian with written notice of the closed session by or certified mail. 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 Codes 35146, 48912)

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed certain offenses listed below under "Mandatory Recommendation and Mandatory Expulsion." The Board also may order a student expelled for any of the acts listed under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer or administrative panel, based on finding either or both of the following: (Education Code 48915 (b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal, Superintendent or designee shall recommend a student's expulsion for any of the following acts:

(Education Code 48915 (a))

1. Causing serious physical injury to another person, except in self-defense.
2. Possession of any knife as defined in Education Code 48915(g), explosive or other dangerous object of no reasonable use to the student.
3. Unlawful possession of any controlled substance, as listed in the Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis.
4. Robbery or extortion.
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

Note: The Attorney General has determined, in 80 Ops.Cal. Atty. Gen. 347 (1997), that a district may not adopt a zero tolerance policy mandating expulsion of a student for a first offense of possession of a controlled substance or alcohol. The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above.
5. Possessing an explosive as defined in 18 USC 921.

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915) The initial recommendation for consideration of expulsion is that of the school principal or the Superintendent. Designees may not make this type of recommendation. The recommendation for consideration of expulsion shall be submitted to the Superintendent, who will review the material and recommend:

1. Reassignment to appropriate regular education program.
2. Refer student to Alternative Program; i.e., Independent Study.
3. Refer the matter to a Discipline Review Panel for further consideration.

When a case is referred to the discipline Review Panel, the panel shall question school personnel who have information on the incident and the behavior record of the student charged and weigh the evidence presented. The panel shall, in the case of an expulsion consideration, weigh information presented to determine:

- a. Is the evidence sufficient to support consideration by the expulsion panel?
- b. Has the district considered or utilized alternatives to expulsion when possible?
- c. Have due process procedures been adhered to?

The recommendation shall be either to proceed with the expulsion or to utilize an existing practical alternative in lieu of expulsion. If the district (school) has not adhered to due process requirements, the student shall be returned to school immediately. If the Discipline Review Panel meets to consider a matter other than an expulsion, it shall provide its best judgment as to an effective alternative program or plan to action.

The recommendation of the Discipline Review Panel shall be forwarded to the Superintendent, who shall then review the facts, concur, veto or modify the recommendation.

4. That an expulsion panel be convened.

At the time a recommendation for expulsion is submitted, a hearing shall be scheduled by the Superintendent or designee to determine whether the suspension shall be extended. If the decision is to extend the suspension, the period of time shall be until the Board has rendered a decision or until the expulsion process is otherwise terminated.

The extension of suspension shall be based upon determination by the Superintendent or designee that the presence of the student at the school or in an alternative school placement would cause a danger to persons or property or a threat of disrupting the instructional process. This extension shall be imposed only after the student and the parent/guardian have been given the opportunity to be present at a hearing conducted by the Superintendent or designee. At this time, the student and parent/guardian shall be given the opportunity to be heard and present any information that might bear upon the decision.

STUDENT'S RIGHT TO EXPULSION HEARING

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a)) The student is entitled to 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 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 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 no 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))

WAIVER OF HEARING (DEFAULT PROCEEDINGS)

If the parent/guardian agrees that their son/daughter behaved essentially in the manner stated in the principals letter recommending expulsion and that such behavior constitutes a violation of the California Education Code, Section 48900, 48900.2, 48900.3, 48900.4, 48900.7 and/or 48915 a suspendable/expellable offense, the parent/guardian may request to waive the Administrative Hearing Panel.

When the parent/guardian agrees to waive the Administrative Hearing Panel, they also waive all notification and timelines related to the expulsion hearing process, along with their rights to appeal the determination of the Board. The signed affidavit and findings of fact will be submitted to the Board for their approval. The Board has the discretionary power to accept, reject, or modify all recommendations.

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 right to all the following:

(Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing.
2. Have up to two adult support persons of his/her choosing present in the hearing at the time he/she testifies.
3. Have a closed hearing during the time he/she 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 (Education Code 48918(b))

Written notice of the 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.
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 and/or be represented by legal counsel or by a non-attorney advisor. 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. Non-attorney advisor 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.

CONDUCT OF EXPULSION HEARING

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and 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 request is made, the meeting shall be public, unless another student's privacy rights would be violated. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to determine if the student should be expelled. If the Board admits any other person to the closed session, the parent/guardian, the student, and the counsel of the student, shall also 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 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))

2. 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 written and complete transcription of the proceedings can be made. (Education Code 48918(g))

3. 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 the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20, formerly 11525. (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 witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: While technical rules of evidence do not apply to expulsion hearings, 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 must be supported by substantial evidence that the student committed any of the acts listed in "Grounds for Suspension and Expulsion" above. Findings of fact shall be based solely on the evidence at the hearing. While no evidence 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) and (h)) 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.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918)

- 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 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 according to 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 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.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) 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.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness.
 - (b) 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.
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand.

6. Decision Within 10 Days: The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

7. Decision Within 40 Days: If the Board does not meet on a weekly basis, its decision on 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. Alternatively, the board may 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(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures as apply to a hearing conducted by the Board as specified in "Conduct of Expulsion Hearing." 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 student shall be immediately reinstated. (See "Reinstatement.") The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. (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 for a period of one year. (See "Decision Not to Enforce Expulsion Order" below.) The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

THE DISCIPLINE REVIEW PANEL

The Discipline Review Panel will consist of elementary educators when a review is being made of an elementary student and of secondary educators when a review is being made of secondary student.

1. The Discipline Review Panel shall hear the following types of disciplinary cases:

- a. Requests for expulsion from site principals or the Superintendent.
- b. School site administrative requests for assistance (non-expulsion situations).

2. Each discipline review panel shall consist of three certificated persons plus a chairperson and shall consist of elementary educators when a review is being made of an elementary student and of secondary educators when a review is being made of a secondary student. A panelist may not serve on any panel involving a student who is currently attending the school in which he/she is assigned. A representative from Student Services shall be a nonvoting member of each panel.

A chairperson and assistant chairperson, to serve when the chairperson is unable to serve, shall be appointed by the Superintendent or designee and shall serve at his/her pleasure. A pool of panelists shall be established which shall be composed of personnel who have served or are currently serving as members of administrative expulsion panels. The committee chairman shall select members to serve on individual panels. The meetings of the discipline review panel are open to school district personnel only.

FINAL ACTION BY THE BOARD

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j)) (cf. 9321.1 - Closed Session Actions and F

decision not to expel, this decision shall be final and the student shall be reinstated immediately. 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 an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, 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. (Education Code 48916) At the time of the expulsion order, the Board shall recommend a plan for the students rehabilitation, which may include: (Education Code 48916)

1. Periodic review as well as assessment of the student at the time of review for readmission.
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service and other rehabilitative programs. With parental 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 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 in Education Code 48900 (a)-(o), Education Code 48900.2-48900.4, Education Code 48915 (c) and (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 Governing Board. (Education Code 48918)
4. Notice of the alternative educational placements to be provided to the student during the time of expulsion. (Education Code 48918)
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 NOT TO ENFORCE EXPULSION ORDER

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, 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: (Education Code 48917)

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.
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status.
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" above or violates any of the district's rules and regulations governing student conduct.

4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order.
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.
6. 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 County Board of Education.
7. 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 parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board of Education. (Education Code 48918 (j))

RIGHT TO APPEAL

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

READMISSION AFTER EXPULSION

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian 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 parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. 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)
6. 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. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying re-admittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen.

NOTIFICATIONS 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 also 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 possession of weapons or firearms in violation of 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 city or county 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)

PROCEDURES FOR NOTIFYING TEACHERS ABOUT DANGEROUS PUPILS

Each September and February, all teachers are provided with a list of enrolled students who have one or more suspensions of a serious or violent nature. This list includes student suspensions for the current year plus the previous three years. The following procedure is used in notifying teachers of the suspension history:

1. Suspension lists are provided to each teacher using a routing sheet. All teachers sign the routing slip indicating their review of the data.
2. Teachers are advised about the confidential nature of the data.
3. All routing sheets and suspension reports are to be returned and filed in the school office.

To notify teachers of suspensions as they occur during the school year, the following process is used:

1. Teachers are provided with a copy of the student suspension form.
2. Teachers are advised about the confidential nature of the data.

When the district receives information from the juvenile court system that a student has been convicted of the serious or violent crime requiring teacher notification, the teachers are provided with written notice from the principal. Copies of this notice are maintained in the school office.

SEXUAL HARASSMENT POLICY

Any student who feels that he/she is being or has been subjected to sexual harassment shall immediately contact his/her teacher or any other employee. A school employee to whom a complaint is made shall, within 24 hours of receiving the complaint, report it to the principal or designee. Any school employee who observes any incident of sexual harassment involving a student shall report this observation to the principal or designee, whether or not the victim files a complaint.

In any case of sexual harassment involving the principal or any other district employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall report to the Superintendent or designee.

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

(cf. 5141.4 - Child Abuse Reporting Procedures)

(cf. 5145.3 - Nondiscrimination/Harassment)

The principal or designee to whom a complaint of sexual harassment is reported shall immediately investigate the complaint in accordance with administrative regulation. Where the principal or designee finds that sexual harassment occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim. The principal or designee shall also advise the victim of any other remedies that may be available. The principal or designee shall file a report with the Superintendent or designee and refer the matter to law enforcement authorities, where required. (cf. 1312.1 - Complaints Concerning District Employees)

Disciplinary Measures

Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4 through 8, disciplinary action may include suspension and/or expulsion, provided that in imposing such discipline the entire circumstances of the incident(s) shall be taken into account.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address and prevent repetitive harassing behavior in its schools. All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964) (cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, Discrimination

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.71 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Reese v. Jefferson School District, (2001) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Nabozny v. Podlesny, (1996, 7th Cir.) 92 F.3d 446

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Oona R.-S. etc. v. Santa Rosa City Schools et al, (1995) 890 F.Supp. 1452

Rosa H. v. San Elizario Ind. School District, (W.D. Tex. 1995) 887 F. Supp.

140,143 Clyde K. v. Puyallup School District #3, (1994) 35 F.3d 1396

Patricia H. v. Berkeley Unified School District, (1993) 830 F.Supp. 1288

Franklin v. Gwinnet County Schools, (1992) 112 S. Ct. 1028

Kelson v. City of Springfield, Oregon, (1985, 9th Cir.) 767 F.2d 651 Management

Resources:

OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS

GENERAL Protecting Students from Harassment and Hate Crime: A Guide for Schools, January 1999

OFFICE OF CIVIL RIGHTS' PUBLICATIONS

Revised Sexual Harassment Guidance, January 2001

Sexual Harassment Guidance, March 1997

Generally, courts recognize two types of conduct as constituting sexual harassment. "Quid Pro Quo" ("this for that") sexual harassment is considered to have occurred when a person in a position of authority makes another individual's educational or employment benefits conditional upon that other person's willingness to engage in unwanted sexual behavior (e.g., promising a promotion for sex). "Hostile environment" sexual harassment, on the other hand, is conduct by the perpetrator that is so severe, persistent, or pervasive that it creates a hostile, intimidating, or abusive educational or professional environment for another. Sexual harassment also covers retaliatory behavior against a complainant, witness, or other participant in the complaint process.

Sexual harassment may be a violation of Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (42 USC 2000h-2-2000h-6), as well as the California Fair Employment and Housing Act, Government Code 12900-12996. Government Code 12940 and 34 CFR 106.9 extend protection against sexual harassment to job applicants. In addition, pursuant to Government Code 12940, employers may be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation. (cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 4030 - Nondiscrimination in Employment)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff (cf. 4112.9/4212.9/4312.9 - Employee Notifications)
3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964) Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

***Note: In *Faragher v. City of Boca Raton*, one of the factors relied on by the court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints. ***

Complaints of sexual harassment shall be filed in accordance with AR 4031 -Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint. (cf. 4031 - Complaints Concerning Discrimination in Employment) Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

7287.8 Retaliation

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

SCHOOL DRESS CODE

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

(cf. 4119.22 - Dress and Grooming)

(cf. 5145.2 - Freedom of Speech/Expression)

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

(cf. 5144 - Discipline)

Gang-Related Apparel

***Note: Education Code 35183 authorizes the Board to approve a site-initiated plan that prohibits the school's students from wearing gang-related apparel. The definition of "gang-related apparel" must be limited to apparel that reasonably could be determined to threaten the health and safety of the school environment, and the Board approving the school plan must determine that the policy is necessary for the health and safety of students. In Marvin H. Jeglin et al v. San Jacinto Unified School District et al, a federal district court held that in order to justify a gang-related dress code, there must be evidence of a gang presence at a school and actual or threatened disruption or material interference with school activity. Education Code 35294.1 specifies that the purpose of establishing a schoolwide dress code, gang-related apparel shall not be considered a protected form of speech pursuant to Education Code 48950. **

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5136 - Gangs)

BLOOD BORNE PATHOGEN EXPOSURE CONTROL

As part of its commitment to provide a safe and healthful work environment, the Governing Board recognizes the importance of developing an exposure control plan. The Superintendent or designee shall establish a written exposure control plan in accordance with state and federal standards for dealing with potentially infectious materials in the workplace to protect employees from possible infection due to contact with bloodborne pathogens, including but not limited to hepatitis B virus, hepatitis C virus and human immunodeficiency virus (HIV).

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157/4257/4357 - Employee Safety)

The Superintendent or designee shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the district's exposure control plan, employees having occupational exposure shall be offered the hepatitis B vaccination.

Legal Reference:

LABOR CODE

142.3 Authority of Cal/OSHA to adopt standards

144. 7 Requirement to amend standards

CODE OF REGULATIONS, TITLE 8

3204 Access to employee exposure and medical records

5193 California bloodborne pathogens standards

CODE OF FEDERAL REGULATIONS, TITLE 29

1910.1030 OSHA bloodborne pathogens standards

Management Resources:

PROCEDURES TO ENSURE A SAFE AND ORDERLY ENVIRONMENT

PHILOSOPHY OF DISCIPLINE

- Behavior expectations and the consequences for not meeting expectations must be clearly communicated to all students and their parents (in writing as well as verbally).
- The severity of consequences for violating behavior expectations increases with each incident of inappropriate behavior.
- The consequences for violating behavior expectations should be severe enough to discourage students from making poor behavior decisions.
- Expectations and consequences should permit students an opportunity to eliminate inappropriate behavior.

Additionally, the school staff recognizes that the middle school years are a transition time from adolescence to young adulthood. As a part of this transition, the student is given greater opportunities to be responsible and demonstrate independence and good judgment. The structure of our behavior expectations (in the classroom as well as school wide) is meant to encourage students to be responsible. The first step in many instances of inappropriate behavior (those considered to be "minor") is a simple warning ("Your behavior is unacceptable. Please stop such behavior"). It is only when a student ignores such warnings and continues to choose to act

irresponsibly (like a child rather than an emerging adult) that we involve parents and implement consequences .

ELEMENTS OF A GOOD DISCIPLINE PROGRAM

1. The program is focused upon making the entire campus, especially the classroom, a safe, supportive and orderly environment for learning for students and staff.
2. Classroom authority is retained by the classroom teacher. (Administration's role is to support, not to replace.)
3. Rules and procedures are clearly understood by staff and students.
4. All staff members will acknowledge and take appropriate action on any minor or major infraction of the school rules.
5. Rules and procedures comply with State Law and District policies.
6. The program recognizes the responsibilities and the rights of students and staff.
7. Program is structured to keep students in class and engaged in the educational process.
8. Rules are enforced:
 - A. by all staff members at all times.
 - B. strictly, but not rigidly (beware of "automatics").
 - C. in substantial part by adult modeling.
 - D. using techniques that promote the growth of positive self-esteem.
 - E. as close to the source as is possible.
 - F. by keeping parents informed.
9. The discipline program is understood, endorsed, and supported by staff, parents, and students.

WHAT TO DO WHEN PROBLEMS APPEAR

Both behavioral and academic problems are present in some of our students. Teachers often ask for guidelines for dealing with these problems. Here they are:

1. Talk to the principal.
2. Call parents at first sign of concern. Inform the parents of your observations, ask for their ideas, assistance, and support in serving the student. Keep a log of your calls.
3. If possible, talk privately to the student about your concerns.
4. Behavior concerns—look through students' CUM file. Any official suspensions will be in file, also look for teacher comments on report cards. Look for patterns of behavior.
5. Referrals—please remember if you write a student referral, you are required to call the parents. You are writing the referral and can answer the parents' questions firsthand. Administrators will also call parents, but we can only give secondhand information on the incident.
6. Academic Concerns—Again, look through student CUM. This will contain test scores, report cards, and a student history. You may want to ask the grade level administrator to schedule a Student Study Team (SST). This will involve a meeting with the student, parents, administrators, students' teachers, and perhaps the psychologist

SCHOOL SITE POLICIES

MONSON-SULTANA SCHOOL STANDARDS OF DRESS

Students are to dress appropriately on campus and at all school activities. All health and safety codes and reasonable standards of dress will be enforced. Students not following these wardrobe guidelines will, at the discretion of the administration, have to immediately change their clothing, parents will be notified and the student will serve appropriate school consequences.

It is the right and responsibility of all school staff and the administration to report any infractions of the school wardrobe policy and to take appropriate actions necessary to remediate the infraction. Parents will be notified of infractions.

Any article of clothing, jewelry, and manner of hairstyle or makeup which is determined by the principal or designee to materially and substantially interfere with the educational process is prohibited. This includes but is not limited to: AR 5132

(a)(1): Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable. Shoes must be worn at all times. No heels or beach style shoes are allowed. No flip flops. Heels higher than two inches are not allowed due to safety reasons.

AR 5132 (a)(2): Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.

Any clothing or any article that has expressions which are obscene, profane, pornographic, representative of a clear and present danger of illegal behavior, disparaging or demeaning to others such as racial, religious, sexist or ethnic epithets or advocating pain, death, suicide, gang affiliations, violence, or use of drugs, alcohol, or tobacco are not appropriate for school.

Potentially dangerous jewelry or fashion accessories that are sharp, brittle, or fragile that could cause injury or be used as a weapon. No spiked or studded leather chokers, bracelets, or belts. No safety pins. Excessive and distracting jewelry is not permitted. This includes but is not limited to large earrings, chains, watches and rings.

Makeup and nail polish needs to be minimal and in good taste. Nails cannot be distracting. AR 5132 (a)(3)

Hats, caps and other head coverings shall not be worn indoors, except for documented religious reasons. Hats must be worn cap lid forward only. No hairnets, hoods or bandanas allowed. Hats are not worn in schoolrooms or in the front office.

Glasses other than prescription shall not be worn inside school buildings AR 5132 (a)(4): Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited. Apparel with bare midriffs, strapless shoulders and low cut necklines are not allowed. Tank tops, half tee shirts, halter tops, tube tops and fish net shirts are not allowed.

Un-hemmed shorts, short shorts, and bicycle shorts are not acceptable or appropriate for school. Hair shall be clean and neatly groomed. Hairstyles that utilize bright, glowing, unnatural colors or extreme, distracting style or form are not permitted.

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1) Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received.

Oversized clothing, hanging belts, bandanas, handkerchiefs, suspenders off the shoulders, gang related initials on belt buckles, or clothing that identifies with gang colors such as solid red or solid blue. Baggy and sagging pants are not allowed. The pant waist is to rest snugly above or at the hips, supported by a belt. Students may not wear more than one pair of pants. Belts, if worn, properly sized and fitted to the waist. Only one belt buckle is permitted.

Oversized or excessive jewelry are not permitted. This includes but is not limited to necklaces, watches, earrings, etc.

POSSIBLE CONSEQUENCES:

Consequences for failure to adhere to the proscribed wardrobe policy include but are not limited to the following:

- Informal talk.
- Parent conference.
- Parent involvement.
- Change of clothes.

Additional consequences for continued wardrobe infractions may be considered an act of defiance and will be handled according to California Education Code regulations.

Emergency Procedures: SEE ATTACHED EMERGENCY RESPONSE PLAN

California law requires the Comprehensive School Safety Plan of each school to be annually evaluated and amended, as needed, to ensure the plan is being properly implemented (Education Code 35294.2[e]). An updated file of all safety-related plans and materials is maintained by Monson-Sultana School and is readily available for inspection by the public. The plan has been properly implemented and no amendments are needed.

**Monson-Sultana
Joint Union Elementary School District**

PO Box 25, 10643 Ave. 416
Sultana, CA 93666

**Emergency
Response Plan**

Objectives

The health and welfare of students and school staff in crisis situations is dependent upon sound emergency preparedness. School personnel are obligated to prepare themselves to render competent service through all phases of an emergency to include familiarizing themselves with local policies and plans on how to respond to a variety of potential situations which may arise during the normal course of business. The objective of this plan is to provide all staff with clear and concise step-by-step instructions of how to react in crisis situations.

General

In addition to the Emergency Team assignments, every staff member has general responsibilities during an emergency.

PRINCIPAL/DESIGNATED SITE ADMINISTRATOR

- ☐ Assume overall direction of all emergency responses based on actions outlined in this Plan. Good judgment, based upon the facts available, is of paramount importance.
- ☐ Identify the type of crisis. Obtain as much information about it as possible, and determine the appropriate response.
- ☐ Identify key staff who should be involved in planning the response.
- ☐ Activate the Incident Command System and, if appropriate, the Incident Command Post.
- ☐ Establish contact with the district Emergency Operations Center (EOC).
- ☐ Ascertain what action needs to be implemented. Secure the school building, if necessary.
- ☐ Maintain communication among all relevant staff at officially designated locations.
- ☐ Establish what information needs to be communicated to staff, students, families, and the community. How will they be informed? Who will do what?
- ☐ Ascertain medical needs. Monitor how emergency first aid is being administered to the injured.
- ☐ Decide if more equipment and supplies are needed.
- ☐ Identify what community resources need to be involved. Who needs to be contacted for additional assistance/support?
- ☐ Identify provisions required for special needs population.
- ☐ Determine whether special transportation arrangements are needed.
- ☐ Prepare informational letter for parents/guardians to squelch rumors.
- ☐ Arrange for post-disaster trauma counseling for students and staff.

OFFICE STAFF

- ☐Provide assistance to principal, as needed.
- ☐Handle telephones:
- ☐Monitor radio emergency broadcasts and communications.
- ☐ Assist with health emergencies, as needed

- ☐Set up Student Release tables, if needed.

TEACHERS

- ☐ Supervise students in their charge.
- ☐ Direct evacuation of students to inside or outside assembly areas, in accordance with signals, warning, written notification or PA orders.
- ☐ Take attendance when class relocates to another assembly area.
- ☐ Report missing students to principal.
- ☐ Send students in need of first aid to school nurse or person trained in first aid. Acquire assistance for those who are injured and need to be moved.

INSTRUCTIONAL ASSISTANTS/AIDES

- ☐ Assist teacher, as needed.
- ☐ Maintain order in classroom and during evacuation.

CUSTODIANS/MAINTENANCE PERSONNEL

- ☐ Shut off gas and/or water if required by the emergency.
- ☐ Seal off doors, shut down HVAC system if required by the emergency.
- ☐ Examine buildings for damage; provide damage control.
- ☐ Keep principal/site administrator informed of condition of school.
- ☐ Assist as directed by the principal.

BUS DRIVERS

- ☐Supervise the care of children if disaster occurs while they are in bus.
- ☐Transfer students to a new location when directed.
- ☐Transport individuals in need of medical attention.

NURSES/HEALTH ASSISTANTS

- ☐Administer First Aid.
- ☐Supervise administration of First Aid by those trained in it.
- ☐Organize First Aid and medical supplies.
- ☐ Set up First Aid station, if needed.

EMERGENCY RESPONSE

ACCIDENT AT SCHOOL

Whether an accident is unintentional and results in minor injury or is the result of aggressive behavior on campus, it is important to complete a written report of the incident. Accident Report and Behavioral Incident Report forms are available at the school office.

STAFF ACTIONS:

- ☐ Report accident to principal and school office.
- ☐ Provide for immediate medical attention, including performing necessary life-sustaining measures (CPR, etc.), until trained Emergency Medical Services technicians arrive.
- ☐ For relatively minor events, take students to school office or school nurse for assistance.
- ☐ Complete an Accident Report or Behavioral Incident Report to document what occurred.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Provide appropriate medical attention. Call 911, if needed.
- ☐ Contact parents, guardians as appropriate to seek appropriate follow-up services, if needed.

OTHER PREVENTATIVE/SUPPORTIVE ACTIONS:

- ☐ Post general procedures in the clinic explaining when parents are to be notified of minor mishaps.
- ☐ Provide staff with a one-page list of emergency procedures in case of an accident or injury on the playground or in the building (e.g., First Aid Manual, Bloodborne Pathogen Program).
- ☐ Provide each teacher with information about students in his/her classroom having special medical or physical needs; such conditions might include allergies, fainting, seizures, or diabetes; include procedures that the teacher may follow in these specific emergencies.

EMERGENCY RESPONSE

ALL CLEAR

ALL CLEAR is used to conclude other immediate actions taken upon an emergency to notify staff and students that normal school operations can resume. ALL CLEAR signifies that the emergency is over. This is the final ACTION used to conclude the following actions:

- ✦ DUCK, COVER and HOLD ON
- ✦ EVACUATION and REVERSE EVACUATION
- ✦ LOCKDOWN
- SHELTER IN PLACE
- STANDBY
- TAKE COVER

ANNOUNCEMENT:

1. Make the following announcement in person directly or over the public address system:

Example: "Your attention please. (Pause) ALL CLEAR. (Pause) ALL CLEAR. (Pause) ALL CLEAR. (Pause). It is now OK to resume normal school activities. Thank you for your cooperation."

2. If any other message is given, assume that the ALL CLEAR is not valid and remain in whatever condition you are in (i.e., stay in LOCKDOWN) until ALL CLEAR is given 3 times as in #1 above.
3. Use messengers with oral or written word as an alternate means of staff notification.
3. Use Parent Telephone Notification System, if appropriate.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Determine that the emergency is over and it is safe to resume classes. It may be necessary to talk to first responders to make this determination.
- Make the ALL CLEAR announcement.
- Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

STAFF ACTIONS:

- As soon as the ALL CLEAR announcement has been made, return to the classroom or to desks and chairs, unlock doors and windows, and immediately begin discussions and activities in classrooms to assist students in addressing fear, anxiety and other concerns.
- Use Parent Telephone Alert System, if appropriate.

There are many types of medical conditions that may trigger an allergic reaction, among them anaphylactic shock, diabetes and sickle cell anemia. Possible symptoms of an allergic reaction include skin irritation or itching, rash, hives, nasal itching or sneezing, localized swelling, swollen tongue, restlessness, sweating, fright, shock, shortness of breath, vomiting, cough and hoarseness. School nurses have a specialized health care plan for certain conditions and should be contacted for any sign of allergic reaction.

STAFF ACTIONS:

- ☐ If imminent risk, call 911.
- ☐ Send for immediate help (First Aid, CPR, medical) and medication kit (for known allergies).
- ☐ Notify principal.
- ☐ Assist in getting "Epi" (Epinephrine) pen for individuals who carry them (usually in backpack), and prescription medications (kept by school nurse).
- ☐ If an insect sting, remove stinger immediately.
- ☐ Assess situation and help student/staff member to be comfortable.
- ☐ Move student or adult only for safety reasons.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ If imminent risk, call 911 (always call 911 if using "Epi" pen).
- ☐ Notify parent or guardian.
- ☐ Administer medication, by order of a doctor, if appropriate; apply ice pack to affected area, keep victim warm or take other actions as indicated.
- ☐ Observe for respiratory difficulty.
- ☐ Attach a label to the person's clothing indicating: time & site of insect sting or food ingested, name of medicine, dosage and time administered.

OTHER PREVENTATIVE/SUPPORTIVE ACTIONS:

- ☐ Keep an "Epi" pen in the school office and notify staff as to location.
- ☐ Emergency health card should be completed by parents for each child and should be easily accessible by school personnel.
- ☐ Provide bus drivers with information sheets for all known acute allergic reactors.

EMERGENCY RESPONSE

BOMB THREAT

In the event that the school receives a bomb threat by telephone, follow the Bomb Threat Checklist on the next page to document information about the threat. Keep the caller on the telephone as long as possible and listen carefully to all information the caller provides. Make a note of any voice characteristics, accents, or background noises and complete the Bomb Threat Report as soon as possible.

PERSON RECEIVING THREAT BY TELEPHONE:

- * Listen. Do not interrupt caller.
- * Keep the caller on the line with statements such as *"I am sorry, I did not understand you. What did you say?"*
- * Alert someone else by prearranged signal to notify the telephone company to trace the call while the caller is on the line.
- * Notify site administrator immediately after completing the call.
- * Complete the Bomb Threat Checklist.

* PERSON RECEIVING THREAT BY MAIL: .

- * Note the manner in which the threat was delivered, where it was found and who found it.
- * Limit handling of item by immediately placing it in an envelope so that fingerprints may be detected. Written threats should be turned over to law enforcement.
- * Caution students against picking up or touching any strange objects or packages.
- * Notify principal or site administrator.

* PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Call 911.
- ☐ If the caller is still on the phone, contact the phone company to trace the call. Tell the telephone operator the name of school, name of caller, phone number on which the bomb threat came in. This must be done quickly since the call cannot be traced once the caller has hung up.
- ☐ Instruct staff and students to turn off any pagers, cellular phones or two-way radios. Do not use those devices during this threat since explosive devices can be triggered by radio frequencies.
- ☐ Determine whether to evacuate the threatened building and adjoining buildings. If the suspected bomb is in a corridor, modify evacuation routes to bypass the corridor.
- ☐ Use the intercom, personal notification by designated persons, or the PA system to evacuate the threatened rooms.
- ☐ If it is necessary to evacuate the entire school, use the fire alarm.
- ☐ Direct a search team to look for suspicious packages, boxes or foreign objects.

- ☐ Do not return to the school building until it has been inspected and determined safe by proper authorities.
- ☐ Avoid publicizing the threat any more than necessary.

▪ **SEARCH TEAM ACTIONS:**

- ☐ Use a systematic, rapid and thorough approach to search the building and surrounding areas.
- ☐ Check classrooms and work areas, public areas (foyers, offices, bathrooms and stairwells), unlocked closets, exterior areas (shrubbery, trash cans, debris boxes) and power sources (computer rooms, gas valves, electric panels, telephone panels).
- ☐ If suspicious item is found, make no attempt to investigate or examine object.

▪ **STAFF ACTIONS:**

- ☐ Evacuate students as quickly as possible, using primary or alternate routes.
- ☐ Upon arrival at the designated safe site, take attendance. Notify the principal/site administrator of any missing students.
- ☐ Do not return to the building until emergency response officials determine it is safe.

EMERGENCY RESPONSE

BOMB THREAT CHECKLIST

To be completed by person receiving the call

CALL RECEIVED BY: _____ DATE _____ TIME _____

REMAIN CALM! Notify other staff by prearranged signal while caller is on the line. Listen.
Do not interrupt the caller except to ask:

1.	What time is the bomb set for?
2.	Where has it been placed?
3.	What does it look like?
4.	Why are you doing this?
5.	Who are you?

Words used by caller: _____

Description of caller:	~ Male ~ Female	~ Adult ~ Juvenile
Estimate age of caller:	Other notes: _____	
Voice characteristics:	~ Loud	~ Soft ~ Deep ~ High Pitched
	~ Raspy	~ Pleasant ~ Intoxicated ~ Nasal
	Other _____	
Speech:	~ Rapid	~ Slow ~ Disguised ~ Normal
	~ Laughing	~ Slurred ~ Lisp ~ Stutter
	Other _____	
Manner:	~ Calm	~ Angry ~ Irrational ~ Excited
	~ Coherent	~ Incoherent ~ Deliberate ~ Crying
	~ Emotional	~ Righteous ~ Laughing ~ Foul
Language:	~ Excellent	~ Good ~ Fair ~ Poor
	Use of certain phrases: _____	
Accent:	~ Local	~ Foreign ~ Regional
	Other _____	
Background Noises:	~ Airplane	~ Animals ~ Industrial Machines
	~ Static	~ Motors ~ Office Machines
	~ Quiet	~ Music ~ Party Scene
	~ Street Traffic	~ Trains ~ PA System
	~ TV ~ Voices	~ Other _____

EMERGENCY RESPONSE

BUS ACCIDENT

Each school should maintain a folder for each bus serving the school. This folder should contain rosters, including an emergency telephone number for each student assigned to ride the bus. The teacher in charge of a special activity trip should prepare trip bus folders; one copy of the student emergency contact information should be placed in the trip folder and a second copy should accompany the teacher on the trip. Bus drivers may need to make spontaneous, independent decisions, based on the nature of the emergency, age of children, location of bus and other unique circumstances.

BUS DRIVER:

- ☐ Turn off power, ignition and headlights. Use safety lights, as appropriate.
- ☐ Evaluate the need for evacuation.
- ☐ Remain with the vehicle. Notify California Highway Patrol.

STAFF ACTIONS AT THE SCENE:

- ☐ Call 911, if warranted.
- ☐ Notify principal.
- ☐ Implement basic first aid until emergency medical services and/or law enforcement arrives and takes charge of the emergency.
- ☐ Move all uninjured students to a safe distance from the accident.
- ☐ Document the names of all injured students and their first aid needs.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Notify law enforcement.
- ☐ Notify parents/guardians of all students on the bus as soon as accurate information is available.
- ☐ Designate a school staff representative to proceed to any medical treatment facility to which an injured student has been taken to assist parents and provide support to students, as appropriate.
- ☐ Notify school community about the incident and status of injured students and/or staff. Prepare news release for media, if appropriate.

EMERGENCY RESPONSE

CRIMINAL ACT

Criminal acts on campus may vary from theft to rape. Sexual assault and threats are covered separately, later in this section.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Notify police (dial 911).
- ☐ Identify all parties involved (if possible). Identify witnesses, if any.
- ☐ Preserve the crime scene. With the exception of rescue personnel, deny access to the immediate area until police arrive. Police officials will coordinate activities within the crime scene and release the area to the school administrator when finished.
- ☐ If an individual is armed with a weapon, USE EXTREME CAUTION. Do not attempt to remove the weapon from his/her possession. Allow police to do so.
- ☐ If the incident involves a student, notify the parents or guardians.
- ☐ Question the victim with another staff member present. Focus on the information necessary to pursue disciplinary action against the perpetrators.
- ☐ Let trained police obtain specific details about the crime, following student interview protocols.

STAFF ACTIONS:

- ☐ Care for the victim. Provide any medical attention needed.
- ☐ Preserve the crime scene. With the exception of rescue personnel, deny access to the immediate area until police arrive.

EMERGENCY RESPONSE

DEATH of a STAFF MEMBER

A reported death or serious illness among the school community may have a profound effect on students and staff alike.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Verify the death and obtain as much information about it as possible.
- ☐ Protect the privacy of the family; the school neither gives nor confirms information to the media or others without consent.
- ☐ If the death occurred in the evening or weekend, implement the staff phone tree so that teachers and staff members are informed about the occurrence. Notify teachers prior to notification of students.
- ☐ Contact the decedent's family to offer condolence and support. Obtain information about the funeral/memorial service. Respect the wishes of the family.
- ☐ Meet with front line staff/crisis team as soon as possible so that everyone understands the response plan.
- ☐ Determine whether additional resources are needed and make appropriate requests.
- ☐ Develop a plan for notifying students and sharing information about availability of support services. Do not use the public address system.
- ☐ Schedule a staff meeting as soon as possible to share the details that are known, review procedures for the day and discuss the notification of students, availability of support services and the referral process for staff who want or need support and assistance.
- ☐ Facilitate classroom and small group discussions for students.
- ☐ Prepare a parent/guardian information letter and distribute it to students at the end of the day.
- ☐ Determine who from the decedent's family will secure the personal belongs. Make arrangements to remove the personal belongings from the school after school hours. Do not clean out personal belongings in the presence of students or staff.
- ☐ Meet with your staff/crisis team to debrief at the end of the day and determine what additional resources might be needed.
- ☐ Thank all those who assisted.
- ☐ Continue to monitor staff and students for additional supportive needs.

A student's death may be the result of a suicide, homicide, car accident, illness or other causes. It may have a profound affect on the school and may be one of the most difficult situations an administrator will face. A communications strategy developed in advance of such tragedy will help the administrator know what to say to the student's family and the school community.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Call 911. Verify the death and obtain as much information about it as possible.
- ☐ Contact the student's family or visit the home to offer condolence and support. Obtain information about the funeral/memorial service. Respect their wishes.
- ☐ Protect the privacy of the family; the school neither gives nor confirms information to the media or others without family permission.
- ☐ If the death occurred in the evening or weekend, ensure that teachers and staff members are informed about the occurrence. Notify teachers prior to notification of students.
- ☐ Meet with front line staff/crisis team as soon as possible so that everyone understands the response plan.
- ☐ Determine whether additional resources are needed and make appropriate requests.
- ☐ Schedule a staff meeting as soon as possible to share the details that are known, review procedures for the day and discuss the notification of students, availability of support services and the referral process for students and staff who want or need counseling support and assistance.
- ☐ Develop a plan for notifying other students and sharing information about availability of support services. Do not use the public address system.
- ☐ Go to each of the student's classes and notify his/her classmates in person.
- ☐ Prepare a parent/guardian information letter and distribute it to students at the end of the day.
- ☐ Contact parents of those students who are affected by the crisis to determine appropriate support needed after leaving school. Offer assistance to parents of impacted students. If necessary, designate areas for crisis team/community resource persons to meet with affected students.
- ☐ Make arrangements with the family to remove the student's personal belongings from the school.
- ☐ Meet with your staff/crisis team to evaluate the response and determine what additional resources might be needed. Thank all those who assisted.

☐ **STAFF ACTIONS:**

- ☐ Allow students who wish to meet in counseling office or other appropriate place to do so. Encourage students to report any other students who might need assistance.

EMERGENCY RESPONSE

DUCK, COVER AND HOLD

DUCK, COVER AND HOLD ON is the action taken during an earthquake to protect students and staff from flying and falling debris. It is appropriate action for:

Earthquake
Explosion

ANNOUNCEMENT:

The following announcement will be made over the public address system and by teachers in classrooms:

Example: Attention please. We are experiencing seismic activity. For your protection, follow **DUCK, COVER AND HOLD ON** procedures. Get under a table or desk, away from windows and anything that could fall and hurt you. Hold that position until the shaking stops or until you receive further instructions.

STAFF AND STUDENT ACTIONS:

Inside

- ☐ Arrange desks so that they do not face windows.
- ☐ Instruct students to move away from windows.
- ☐ Immediately drop to the floor under desks, chairs or tables. With back to windows, place head between knees, hold on to a table leg with one hand and cover the back of the neck with the other arm.
- ☐ Remain in place until shaking stops or for at least 20 seconds. When quake is over, leave building. Do not run. Avoid routes with architectural overhangs. Do not re-enter building until declared safe by competent authority.

Outside

- ☐ Instruct students to move away from buildings, trees, overhanging wires and **DUCK, COVER and HOLD ON**.
- ☐ Upon the command **DUCK, COVER AND HOLD ON**, immediately move away from objects which might topple over, drop to the ground or get under a table close by, place head between knees, and cover back of neck with arms and hands.
- ☐ Remain in place until shaking stops or for at least 20 seconds.

Earthquakes strike without warning. Fire alarms or sprinkler systems may be activated by the shaking. The effect of an earthquake from one building to another will vary. Elevators and stairways will need to be inspected for damage before they can be used. The major shock is usually followed by numerous aftershocks, which may last for weeks.

The major threat of injury during an earthquake is from falling objects, glass shards and debris. Many injuries are sustained while entering or leaving buildings. Therefore, it is important to quickly move away from windows, free-standing partitions and shelves and take the best available cover under a sturdy desk or table, in a doorway or against an inside wall. All other actions must wait until the shaking stops. If persons are protected from falling objects, the rolling motion of the earth may be frightening but not necessarily dangerous.

Inside Building

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Direct inspection and assessment of school buildings. Report building damage and suspected breaks in utility lines or pipes to fire department responders.
- ☐ Send search and rescue team to look for trapped students and staff.
- ☐ Post guards a safe distance away from building entrances to assure no one re-enters.
- ☐ Determine who will inform public information media as appropriate.
- ☐ Do NOT re-enter building until it is determined to be safe by appropriate facilities inspector.
- ☐ Determine whether to close school. If school must be closed, notify staff members, students and parents.

STAFF ACTIONS:

- ☐ Give DROP, COVER and HOLD ON command. Instruct students to move away from windows, bookshelves and heavy suspended light fixtures. Get under table or other sturdy furniture with back to windows.
- ☐ Check for injuries, and render First Aid.
- ☐ After shaking stops, EVACUATE building. Avoid evacuation routes with heavy architectural ornaments over the entrances. Do not return to the building. Bring attendance roster and emergency backpack.
- ☐ Check attendance at the assembly area. Report any missing students to principal/site administrator.
- ☐ Warn students to avoid touching electrical wires and keep a safe distance from any downed power lines.
- ☐ Stay alert for aftershocks
- ☐ Do NOT re-enter building until it is determined to be safe.

Outside Building

STAFF ACTIONS:

- ☐ Move students away from buildings, trees, overhead wires, and poles. Get under table or other sturdy furniture with back to windows. If not near any furniture, drop to knees, clasp both hands behind neck, bury face in arms, make body as small as possible, close eyes, and cover ears with forearms. If notebooks or jackets are handy, hold overhead for added protection. Maintain position until shaking stops.
- ☐ After shaking stops, check for injuries, and render first aid.
- ☐ Check attendance. Report any missing students to principal/site administrator.
- ☐ Stay alert for aftershocks.
- ☐ Keep a safe distance from any downed power lines
- ☐ Do NOT re-enter building until it is determined to be safe.
- ☐ Follow instructions of principal/site administrator.

During non-school hours

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Inspect school buildings with Maintenance/Building and Grounds Manager to assess damage and determine corrective actions.
- ☐ If damage is apparent to determine the advisability of closing the school.
- ☐ Notify fire department and utility company of suspected breaks in utility lines or pipes.
- ☐ If school must be closed, notify staff members, students and parents. Arrange for alternative learning arrangement such as portable classrooms if damage is significant and school closing will be of some duration.
- ☐ Determine who will inform public information media as appropriate.

EMERGENCY RESPONSE

EVACUATION

EVACUATION is implemented when conditions make it unsafe to remain in the building. This ACTION provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated outside area of safety. EVACUATION is considered appropriate for, but is not limited to, the following types of emergencies:

Fire
Bomb threat
Chemical accident

Explosion or threat of explosion
Post earthquake

See next page for how to assist those with disabilities during an evacuation.

See also: OFF-SITE EVACUATION, which is implemented when it is not safe to remain on the school campus and REVERSE EVACUATION, when it is unsafe to remain outside.

ANNOUNCEMENT:

1. Fire alarm (bell or horn signal).
2. Provided time is available, make an announcement over the public address system:

Example: Attention please. We need to institute an EVACUATION of all buildings. Teachers are to take their students to their designated Assembly Area. Students please remain with your teacher.

3. Use messengers with oral or written word to deliver additional instructions to teachers in hold areas.

PRINCIPAL/SITE ADMINISTRATOR:

- The Assembly Area should be a safe location on the school campus away from the building and emergency response equipment that may arrive at the school. If unsafe for the current emergency, designate an alternate Assembly Area.
- When clearance to return to the buildings is determined or received from appropriate agencies, announce ALL CLEAR to return to classrooms and resume school activities.
- Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

STAFF ACTIONS:

- Instruct students to leave the building in an orderly manner using the designated evacuation routes and reassemble in the assigned Assembly Area.
- Take the emergency backpack and student roster when leaving the building and take attendance when the class is reassembled in a safe location. Report attendance to the Incident Commander/designee.

Remain in the Assembly Area until further instructions or ALL CLEAR is given.

OFF-SITE EVACUATION is implemented when it is unsafe to remain on the school campus, and evacuation to an off-site assembly area is required. This ACTION provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated area of safety. OFF-SITE EVACUATION is considered appropriate for, but is not limited to, the following types of emergencies:

- Fire
- Bomb threat
- Chemical accident
- Explosion or threat of explosion
- Post earthquake

OFF-SITE EVACUATION may require DIRECTED TRANSPORTATION. See also EVACUATION and REVERSE EVACUATION, implemented when it is unsafe to remain outside.

ANNOUNCEMENT:

1. Fire alarm (bell or horn signal).
2. Make an announcement over the public address system:

Example: "Attention please. We need to institute an OFF-SITE EVACUATION. Teachers are to take their students to the designated offsite assembly area. Students are to remain with their teacher."

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ❑ Determine the safest method for evacuating the campus. This may include the use of school buses or simply walking to the designated off-site location.
- ❑ Call 911. Provide school name and location of off-site evacuation, reason for evacuation, number of staff and students being evacuated.
- ❑ When clearance is received from appropriate agencies, give the ALL CLEAR instruction and authorize students and staff to return to the classrooms.
- ❑ Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

✱ **STAFF ACTIONS:**

- ❑ Take attendance before leaving campus. Instruct students to evacuate the building, following designated routes, and assemble in their assigned offsite Assembly Area. Bring along the emergency classroom backpack.
- ❑ If walking to a nearby site, keep students lined up in an orderly fashion and walk away from the danger. The procession should follow the safest route to the evacuation site.
- ❑ Take the student roster when leaving the building. Take attendance when the class is reassembled in a safe offsite location. Report attendance to Principal/designee.
- ❑ Remain in place until further instructions are given.

EMERGENCY RESPONSE

FIRE (onsite)

Should any fire endanger the students or staff, it is important to act quickly and decisively to prevent injuries and contain the spread of the fire. All doors leading to the fire should be closed. Do not re-enter the area for belongings. If the area is full of smoke, students and employees should be instructed to crawl along the floor, close to walls, which will make breathing easier and provide direction. Before opening any door, place a hand an inch from the door near the top to see if it is hot. Be prepared to close the door quickly at the first sign of fire. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate that the "fire is out".

Within School Building

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Sound the fire alarm to implement EVACUATION of the building.
- ☐ Immediately EVACUATE the school using the primary or alternate fire routes.
- ☐ Notify the Fire Department (call 911).
- ☐ Direct search and rescue team to be sure all students and personnel have left the building.
- ☐ Ensure that access roads are kept open for emergency vehicles.
- ☐ Notify appropriate utility company of suspected breaks in utility lines or pipes.
- ☐ If needed, notify bus dispatch for OFF-SITE EVACUATION by DIRECTED TRANSPORTATION.
- ☐ Do not allow staff and students to return to the building until the Fire Department declares that it is safe to do so.

STAFF ACTIONS:

- ☐ EVACUATE students from the building using primary or alternate fire routes. Take emergency backpack and student kits. Maintain control of the students a safe distance from the fire and fire fighting equipment.
- ☐ Take attendance. Report missing students to the Principal/designee and emergency response personnel.
- ☐ Maintain supervision of students until the Fire Department determines it is safe to return to the school building.

Near the School

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Notify the Fire Department (call 911). The Fire Marshall will direct operations once on site.
- ☐ Determine the need to implement an EVACUATION. If the fire threatens the school, execute the actions above. If not, continue with school routine.

A fire in an adjoining area, such as a wild fire, can threaten school buildings and endanger the students and staff. Response actions are determined by location and size of the fire, its proximity to the school and the likelihood that it may endanger the school community.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Determine if EVACUATION of school site is necessary.
- ☐ Contact local fire department (call 911) to determine the correct action for your school site.
- ☐ If necessary, begin evacuation of school site to previously identified safe site using school evacuation plan. If needed, contact bus dispatch for OFF-SITE EVACUATION and DIRECTED TRANSPORTATION by bus.
- ☐ Direct inspection of premises to assure that all students and personnel have left the building.
- ☐ Notify the school district where the school has relocated and post a notice on the office door stating the temporary new location.
- ☐ Monitor radio station for information.
- ☐ Do not return to the building until it has been inspected and determined safe by proper authorities.

STAFF ACTIONS:

- ☐ If students are to be evacuated, take attendance to be sure all students are present before leaving the building site.
- ☐ Stay calm. Maintain control of the students a safe distance from the fire and fire fighting equipment.
- ☐ Take attendance at the assembly area. Report any missing students to the principal/site administrator and emergency response personnel.
- ☐ Remain with students until the building has been inspected and it has been determined safe to return to.

EMERGENCY RESPONSE

GAS ODOR / LEAK

All school personnel, including cafeteria managers and custodians, shall immediately report any gas odor or suspected gas leak to the principal. If an odor is detected outside the building, it may not be necessary to evacuate.

STAFF ACTIONS:

- ☐ Notify principal.
- ☐ Move students from immediate vicinity of danger.
- ☐ Do not turn on any electrical devices such as lights, computers, fans, etc.
- ☐ If odor is severe, leave the area immediately.
- ☐ If the building is evacuated, take student attendance and report any missing students to Principal/Site Administrator.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ If gas leak is internal, evacuate the building immediately.
- ☐ Call 911.
- ☐ Notify utility company.
- ☐ Determine whether to move to alternate building location.
- ☐ If extended stay outdoors in inclement weather, contact transportation to provide bus to transport students to an evacuation site or shelter students on buses.
- ☐ Do not return to the building until it has been inspected and determined safe by proper authorities.

EMERGENCY RESPONSE

HAZARDOUS MATERIALS

The nature of the material and the proximity of the incident to the school site will determine which emergency ACTION should be implemented. Police, Fire or Public Health Department may order EVACUATION of the school

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Call 911, if necessary.
- ☐ If there is a threat of airborne toxicity, shut-off ventilation system in affected area.
- ☐ Initiate EVACUATION. Any toxic cloud that can affect students in their classrooms would very likely affect them outside on the school grounds as well. If evacuating by foot, move crosswind to avoid fumes, never upwind or downwind.
- ☐ Isolate anyone suspected of being contaminated with a substance that could be transferred to others until public safety personnel carry out decontamination procedures.
- ☐ If time is available, initiate DIRECTED TRANSPORTATION. Move students and staff away from the path of the hazardous materials.
- ☐ Wait for instructions from emergency responders-- Health or Fire Department.
- ☐ Do not allow the return of students to the school grounds or buildings until public safety officials declare the area safe.
- ☐ Upon return to school, ensure that all classrooms are adequately aired.

TEACHER ACTIONS:

- ☐ Follow standard student assembly, accounting and reporting procedures.
- ☐ Report names of missing students to office.
- ☐ Do not take unsafe actions such as returning to the building before it has been declared safe.

Hostage situations may unfold rapidly in a variety of ways. Events may range from a single perpetrator with a single hostage to several perpetrators with many hostages. Specific actions by school staff will be limited pending arrival of law enforcement officers. It is their responsibility to bring the situation to a successful conclusion. When as much of the school has been evacuated as can be accomplished, school staff should focus on providing support as needed to the police department, communicating with parents, and providing counseling for students.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS

- ☐ Call 911. Provide all known essential details of the situation:
 - * Number of hostage takers and description
 - * Type of weapons being used
 - * Number and names of hostages
 - * Any demands or instructions the hostage taker has given
 - * Description of the area
- ☐ Identify an assembly area for responding officers away from the hostage situation. Have school liaison wait at assembly area for police to arrive.
- ☐ Protect building occupants before help arrives by initiating a **LOCKDOWN** or **EVACUATION** (or combination of both) for all or parts of the building.
- ☐ Secure exterior doors from outside access.
- ☐ When police arrive, assist them in a quiet, orderly evacuation away from the hostage situation.
- ☐ Gather information on students and/or staff involved and provide the information to the police. If the parent of a student is involved, gather information about the child.
- ☐ Identify media staging area, if appropriate. Implement a hotline for parents.
- ☐ Account for students as they are evacuated.
- ☐ Provide recovery counseling for students and staff.

STAFF ACTIONS:

- ☐ If possible, assist in evacuating students to a safe area away from the danger. Protect students by implementing a **LOCKDOWN**.
- ☐ Alert the principal/site administrator.
- ☐ Account for all students

EMERGENCY RESPONSE

INTRUDER

All public schools are required to post signs at points of entry to their campuses or buildings from streets and parking lots. The following statement should be used on signage:

All visitors entering school grounds on school days between 7:30 a.m. and 4:30 p.m. must register at the Main Office. Failure to do so may constitute a misdemeanor.

California Penal Code Title 15, Chapter 1, § 672.

To prevent intruders on campus, keep doors secure, use sign-in sheets for visitors and cameras and staff to monitor entryways.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Initiate LOCKDOWN.
- ☐ Request intruder to leave campus. Remain calm. Be courteous and confident. Keep distance from the intruder. Speak in soft, non-threatening manner. Avoid hostile-type actions, except in cases when necessary to safeguard person or property. Listen to the intruder. Give him or her an opportunity to vent. Attempt to be helpful. When talking to the intruder, use phrases such as:
 - *"What can we do to make this better?"*
 - *"I understand the problem, and I am concerned."*
 - *"We need to work together on this problem."*
- ☐ As soon as the conversation or actions of the individual become threatening or violent, call 911 immediately. Provide description and location of intruder.
- ☐ Keep subject in view until police or law enforcement arrives.
- ☐ Take measures to keep subject away from students and building.
- ☐ Designate an administrator or staff member to coordinate with public safety at their command post; provide a site map and keys to public safety personnel.
- ☐ When scheduling a meeting with an individual known to be aggressive, arrange for another staff member or student resource officer to be present.
- ☐ Be available to deal with the media and bystanders and keep site clear of visitors.

STAFF ACTIONS:

- ☐ Notify the principal/site administrator. Provide description and location of the intruder. Visually inspect the intruder for indications of a weapon.
- ☐ Keep intruder in view until police or law enforcement arrives. Stay calm. Do not indicate any threat to the intruder.
- ☐ Isolate intruder from students. Lock classroom and office doors. Close blinds and stay clear of windows and panes of glass. Remain inside rooms until the ALL CLEAR instruction is announced.

EMERGENCY RESPONSE

LOCKDOWN

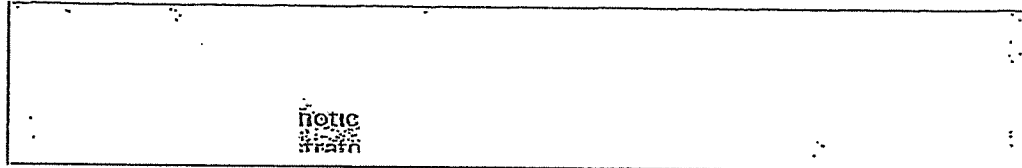
LOCKDOWN is initiated to isolate students and school staff from danger when there is a crisis inside the building and movement within the school might put students and staff in jeopardy. LOCKDOWN is used to prevent intruders from entering occupied areas of the building. The concept of LOCKDOWN is a "no one in, no one out" scenario. During LOCKDOWN, all exterior doors are locked, and students and staff are to remain in the classrooms or designated locations at all times. Teachers and other school staff are responsible for accounting for students and ensuring that no one leaves the safe area. LOCKDOWN is not normally proceeded with any warning. This ACTION is considered appropriate for, but is not limited to, the following types of emergencies:

- Gunfire
- Rabid animal at large
- Extreme violence outside the classroom

LOCKDOWN differs from SHELTER-IN-PLACE because it does not involve shutting down the HVAC systems to provide protection from outside air and does not allow for the free movement of staff and students within the building.

ANNOUNCEMENT:

1. Make an announcement in person directly or over the public address system:



PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Make the announcement. Instruct teachers and staff to immediately lock doors and remain in the classroom or secured area until further instructions are provided.
- ☐ Call 911. Provide location, status of campus, all available details of situation.
- ☐ When clearance is received from appropriate agencies, give the ALL CLEAR instruction to indicate that it is safe to unlock the doors and return to the normal class routine.
- ☐ Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

STAFF ACTIONS:

- ☐ Immediately lock doors and instruct students to lie down on the floor or sit against a wall where they are not visible through windows.
- ☐ Close any shades and/or blinds if it appears safe to do so.
- ☐ Remain in the classroom or secured area until further instructions are provided by the principal or law enforcement. DO NOT open doors or windows until ALL CLEAR is given correctly (See ALL CLEAR on Page 4).
- ☐ If ALL CLEAR has not been given correctly, you are to consider the LOCKDOWN to still be in effect!

EMERGENCY RESPONSE

MEDICAL/INJURY EMERGENCY

Should an injury or medical situation that appears to be of an emergency nature occur, the following procedure should be followed.

Staff Actions:

- If Imminent risk exists, call 911 immediately.
- Initial radio message sent declaring, "I have a medical emergency involving _____ (describe nature of situation). Please send Nurse and emergency medication (i.e., epipen, AED, etc.) and Administration. Location is _____. Involved parties please switch to channel 3." Repeat message two times or until confirmation is received.
- Check A- Airway, B- Breathing, C- CPR
- If no head or spinal injury suspected roll patient onto left side.
- Once nurse and/or administration are on scene, you may need to assist with crowd control (keep uninvolved parties away from the immediate scene.
- If possible, record or assign another staff member to record vital signs, time of injury, names of witnesses, symptoms, etc.

Office Actions:

- Upon notification from staff of an immediate injury, do the following:
 - Confirm to staff member initiating emergency that you have received their communication.
 - Immediately insure that nurse has been notified and is involved in situation.
 - Insure that administration is informed of the emergency.
 - If necessary, call 911 to provide location information.
 - If medical or emergency personnel are called, immediately print student information sheet from AERIES. Take information to the emergency location or send with a trusted runner (preferably a staff member).
 - Text message phone number of parents to administration. 559-859-3772 and 559-280-9690

Administration Actions:

- Report to scene immediately to assess situation. If needed, make 911 call.
- If 911 has been called, insure access to the emergency area (Vicki W. #1)
- Insure necessary personnel are on scene.
- Assume coordination of emergency.
- Coordinate contact of parents/guardians. Determine hospital of choice when appropriate.
- In the absence of parents, accompany student/patient to the hospital.
- When parent arrives on scene, assume primary responsibility for dialogue with parents/family.

Things to remember:

- Remain calm. Your demeanor impacts the reaction of others involved in the situation.
- Attempt to keep radio communication about emergency away from patient to the extent possible.
- Emotions run high during an emergency situation. Be understanding...
- AED's located in Office and Room 12.

If a student is missing, a search of the school should be organized immediately. If at any point the child is found, inform everyone who was notified of the incident that the student is no longer missing.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Call 911 and explain the situation.
- ☐ Appoint staff to surveillance points; ask staff to note license plate numbers and look for any unusual activity.
- ☐ Conduct an immediate search of the school campus/bus, as appropriate.
- ☐ Gather information about student to provide to law enforcement authorities:
 - * photo
 - * home address
 - * parent contact numbers
 - * class schedule
 - * special activities
 - * bus route /walking information
- ☐ Notify parents/guardians if the student is not found promptly.
- ☐ If case involves abduction, begin gathering witness information for the police. Interview friends, last person to see student.
- ☐ Double-check circumstances:
 - * Did someone pick up the student?
 - * Could the student have walked home?
 - * Is he or she at a medical appointment or another activity?
- ☐ Assist police with investigation. Provide a photo and complete information on the missing child: name. Assure that all parties who know the student or have participated in the search are available to speak with police when they arrive.
- ☐ Designate a staff member as a key contact and personally answer the phone line (no voice mail) to receive and provide updated status as it becomes available.
- ☐ Advise law enforcement dispatcher of the staff member key contact's name and number.
- ☐ If missing during bus transportation, provide law enforcement with child's bus stop location and nearest other bus stops.
- ☐ Have driver keep in communication with the transportation dispatcher. Have transportation dispatcher coordinate efforts and information with the law enforcement dispatcher
- ☐ Exchange phone numbers (household, cell phone, school key contact) with parents/guardian.
- ☐ When the child is found, contact all appropriate parties as soon as possible.
- ☐ Arrange for counseling of students, as needed.

STAFF ACTIONS:

- ☐ Confirm that student attended school that day. Notify Principal.
- ☐ Provide description of the student, including height, weight, clothing worn that day, backpack, where last seen and when.

- Bring all students indoors. Immediately lock exterior access to the school and secure the campus. Do not let any individuals leave. Do not let unauthorized individuals come onsite.
- Take attendance in the classroom and report any other missing students to the office. Keep students in secure areas until notified to resume regular school activities.

When an advance notice of a planned protest is given, inform the staff of the planned demonstration. An information letter to parents should be developed.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Obtain information on when, why and how many people are expected. Identify the spokesperson for the group
- ☐ Contact local police department for the school's jurisdiction and advise them of the situation.
- ☐ Notify staff of the planned demonstration.
- ☐ Develop an information letter to parents.
- ☐ Assign a staff member to act as liaison with police, media and, possibly the demonstrating group.
- ☐ Designate a staff member to handle incoming calls during the demonstration.
- ☐ Establish areas where demonstrators can set up without affecting the operation of the school
- ☐ Notify transportation of demonstration and any possible impact buses may encounter arriving at or departing from the school.

STAFF ACTIONS:

Do not allow students to be interviewed by the media or join in the demonstration.

EMERGENCY RESPONSE

SHELTER IN PLACE

SHELTER IN PLACE is a short-term measure implemented when there is a need to isolate students and staff from the outdoor environment to prevent exposure to airborne contaminants. The procedures include closing and sealing doors, windows and vents; shutting down the classroom/building heating, ventilation and air conditioning systems to prevent exposure to the outside air; and turning off pilot lights.

SHELTER IN PLACE allows for the free movement of staff and students within the building, although one should not leave the room until further instructions are received. Those in bungalows and buildings with exterior passageways must remain in the classroom while SHELTER IN PLACE is instituted. It is appropriate for, but not limited to, gas leaks, external chemical release, dirty bombs and hazardous material spills.

ANNOUNCEMENT:

1. Make an announcement in person directly or over the public address system:

Example: Attention please. We have a hazard in the community and are instituting SHELTER IN PLACE procedures. Students and staff should remain inside with windows and doors securely closed and air conditioning units turned off. Those who are outside should immediately move to the protection of an inside room. Do not go outdoors until you receive further instructions.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Make an announcement on the public address system. Give clear instructions, remain calm and convey reassurance that the situation is under control.
- When clearance is received from appropriate agencies, give the ALL CLEAR instruction to indicate that the normal school routine can resume.
- Make arrangements for central HVAC shutdown, as necessary.

TEACHER and STAFF ACTIONS:

- Immediately clear students from the halls. Stay away from all doors and windows.
- Keep all students in the classroom until further instructions are received. Assist those needing special assistance.
- Secure individual classrooms: a) close and lock doors and windows; b) shut down the classroom HVAC system; c) turn off local fans in the area; d) seal gaps under doors and windows with wet towels or duct tape; e) seal vents with aluminum foil or plastic wrap; and f) turn off sources of ignition, such as pilot lights.
- Take attendance and call report in to school secretary. Wait for further instructions.

STUDENT ACTIONS:

Proceed to the classroom, if it is safe to do so. If not, follow teacher or staff directions to nearby classrooms or other rooms (e.g., auditorium, library, cafeteria, multi-purpose room). If these are unsafe, follow instructions to proceed to an alternative indoor location.

Immediate response to a rapidly changing incident is critical. In most cases, initiate **LOCKDOWN** procedures to isolate students from danger or send them to a secure area. Safety must always be the foremost consideration.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Remain calm. Do not confront the shooter(s).
- ☐ Assess the situation:
 - Is the shooter in the school?
 - Has shooter been identified?
 - Has the weapon been found and/or secured?
- ☐ Depending on the situation, initiate **LOCKDOWN** or **EVACUATION**, as appropriate.
- ☐ Call 911. Provide essential details of the situation, i.e., suspect, location, weapons, number of persons involved, motive, injuries/casualties, actions taken by the school (e.g. **LOCKDOWN**).
- ☐ Identify command post for police to respond. Assist police in entering the school; provide officers with critical information.
- ☐ Ensure injured students and staff receive medical attention.
- ☐ If shooter has left, secure all exterior doors to prevent re-entry.
- ☐ If a firearm is known to exist, do not touch it. Allow a law enforcement officer to take possession of the weapon.
- ☐ Keep crime scene secure. Organize **OFF-SITE EVACUATION**, if necessary, or prepare to continue with classes.
- ☐ Isolate and separate witnesses.
- ☐ Gather information for police about the incident and everyone involved with it:
 - Name of suspect(s)
 - Location of shooting
 - Number and identification of casualties and injured
 - Current location of the shooter(s)
- ☐ Prepare written statements for telephone callers and media. Refer media inquiries to designated Public Information Officer.
- ☐ Prepare letter for students to take home to their families.
- ☐ Arrange for immediate crisis counseling for students and staff.
- ☐ Provide liaison for family members of injured students and staff members.
- ☐ Debrief staff and school police officers.
- ☐ Provide informational updates to staff, students and their families during the following few days.

STAFF ACTIONS:

- ☐ Remain calm.
- ☐ Alert the principal/site administrator.

- Take immediate action to prevent casualties. Isolate the suspect and/or area. Move others to a safe area to protect them from danger. Institute LOCKDOWN or EVACUATION, as appropriate.
- Provide first aid for victims, if needed.
- Account for all students. Maintain order in assembly area or shelter and await arrival of law enforcement.
- Assist police officers – provide identity, location and description of individual and weapons.

EMERGENCY RESPONSE STORM / SEVERE WEATHER

Severe weather can be accompanied by high winds, downed trees, and swollen creeks. An emergency response is required when this type of weather poses any risk to the staff and students. Assure that each student's method of returning home is safe and reliable.

Severe Storm

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Monitor weather forecasts and weather-related communications to determine onset of storm conditions that may affect school operations.
- Report to site by 6 a.m. to check for power outages, flooding, etc.
- Determine whether school will be closed or remain open.
- Notify superintendent of school status.
- Assign staff to activate staff and parent phone trees
- Post school status on school website.
- Notify utility companies of any break or suspected break in utility lines.
- Take appropriate action to safeguard school property.
- Upon passage of the storm, return to normal routine.

Windstorm

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Monitor weather forecasts to determine onset of storm conditions that may affect school operations
- Notify utility companies of any break or suspected break in utility lines.
- Keep staff and students in sheltered areas of the building until winds have subsided and it is safe to return to the classroom.
- Take appropriate action to safeguard school property.
- Upon passage of the storm, return to normal routine.

STAFF ACTIONS:

- Evacuate any classrooms bearing full force of wind. Evacuate to lower floor of school building near inside walls.
- Initiate TAKE COVER with students in the shielded areas within the building. Stay away from windows.
- Take attendance. Report any missing students to principal/site administrator.
- Close all blinds and curtains.
- Avoid auditoriums, gymnasiums and other structures with large roof spans.
- Remain with students near an inside wall or on lower floors of the building. Make arrangements for special needs, snacks and quiet recreational activities.

EMERGENCY RESPONSE

STUDENT RELEASE

Certain situations may involve releasing students from school or relocating them at a time when parents expect their children to be at the school site. Student release will be implemented by a school administrator in times of extreme emergency that warrant its execution. Whenever possible, it is preferred that students remain at school during the academic day.

FOUR STEPS FOR STAFF

1. At REQUEST TABLE, verify parent ID and authorization.
2. Direct parent to RELEASE TABLE, radio or send runner for student.
3. At RELEASE TABLE, verify Student Request Form is signed.
4. Release student to custody of authorized adult.

FOUR STEPS FOR PARENTS

1. Fill out Student Request Form.
2. Show photo ID at REQUEST TABLE.
3. Move to RELEASE TABLE to wait for student.
4. Leave campus immediately after student is released to your custody.

INCIDENT COMMANDER (PRINCIPAL/SITE ADMINISTRATOR) ACTIONS:

- ☐ Set up Incident Command Post (ICP).
- ☐ Notify staff of school evacuation and communicate that this is not a drill.
- ☐ Designate the Student Assembly Area or direct teachers to a pre-designated spot. Analyze situation; re-evaluate evacuation spot to determine if students should be moved.
- ☐ Determine medical and assistance needs after population assessment.
- ☐ Determine search and rescue needs.
- ☐ Reassess as situation changes. Reassign emergency teams as needed.
- ☐ Keep staff informed as to status of missing students.

TEACHER and STAFF ACTIONS:

- ☐ Evacuate students to designated area, with students grouped as determined by district or school site.
- ☐ Take roll by distributing pre-labeled nametags to each student.
- ☐ Report population assessment to Incident Commander by holding up green or red card. Mark undistributed nametags with student status beside name:
 - A = Absent*
 - M = Medical; students taken to the First Aid station*
 - U = Missing/Unaccounted*
- ☐ Send undistributed nametags to the Student Request Table.
- ☐ Organize students. Monitor students' medical and emotional condition.
- ☐ Extra staff should partner for other assigned duties; report to Command Post.

TEAM ASSIGNMENTS

STUDENT RELEASE TEAM

- ☐ Take supplies to designated Request/Release Table locations.
- ☐ Set out tables at least 20 feet apart to reduce crowding. For large student body, establish several lines at the Request Table for speedier processing.
- ☐ Post signs and set out file boxes of Student Emergency Cards for each line. Identify volunteer runners and review where to find students.
- ☐ Wear identifying vests or hats.
- ☐ Distribute clipboards with Student Request Forms to parents in line.
- ☐ Set out white board for special instructions and parent requests.

- Pull cards of absent, injured and missing students. Note status on those cards and file at back of file box.

TRAFFIC CONTROLLER (Staff members and/or parent volunteers):

- Set out parking area directional signs and enlarged site map with walking path designated for parents picking up students.
- Set out traffic cones to cordon off parking for emergency vehicles.
- Maintain order in parking areas; direct cars away from areas for emergency vehicles.
- Report to Incident Command Post any crowd control issues in parking lot and on school grounds.
- For schools with no room for parent parking and turnaround, develop a procedure that enables students to be released directly to the authorized adult's vehicle.

PARENT INFORMATION REPRESENTATIVE (Staff or trained volunteer):

- Provide information about student release procedures to parents.
- Maintain white board with special information.
- Learn which students need medical attention and attempt to locate their parents.

CRISIS INTERVENTION COUNSELOR (Health practitioner)

- Maintain order at Student Request Table; calm agitated parents and students.
- Facilitate delivery of information to parents of students with special circumstances (e.g. missing, injured, deceased).
- Escort parents to First Aid Station to reunite with injured students.

RUNNERS (Staff, students and/or parent volunteers - number depends on size of campus)

- Take Student Request Form to Student Assembly Area to find requested student. Alternately, a walkie-talkie may be used to request a student from the Assembly Area.
- Retrieve student and escort him/her to Student Release Table -OR- return to Student Request Table with status information on those who are not in the Student Assembly Area.

A student riot is an assemblage of students whose purpose and conduct threatens the safety and security of the school community and school property. Students who participate in a riot on campus should be informed that they will be suspended or possibly arrested if they do not comply with instructions. Providing a timely opportunity for students to vent, in a safe and constructive atmosphere, should prevent the escalation of violence.

STUDENT ACTIONS:

- ☐ In a violent situation, immediately notify the first available adult.
- ☐ Do not retaliate or take unnecessary chances.
- ☐ Move away from the area of agitation.
- ☐ Hold on to belongings to the extent that it is safe to do so; do not pick up anything and do not go back for anything until receiving clearance to do so.
- ☐ Stay calm and reassure fellow students.
- ☐ Assist teachers and staff in accounting for students.
- ☐ Share all relevant information with law enforcement, teachers, and school staff.
- ☐ Follow directions from school administrator or law enforcement directions about where to go.
- ☐ Do not speculate to others or perpetuate rumors.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Initiate LOCKDOWN, if warranted. Alert other administrators about the incident.
- ☐ Control student ingress and egress from campus.
- ☐ Identify why the disruption is occurring. If necessary, notify police to request assistance.
- ☐ If disruption is non-violent, notify school resource officer or school education officer.
- ☐ Clearly communicate to all students (via announcement or bullhorn), in the presence of staff or adult witnesses, that students should either attend classes or move to a designated safe area. Inform students that they will be suspended or possibly arrested if they do not comply with instructions.
- ☐ Assign staff member to be responsible for media relations and for setting up a staging area for the media.
- ☐ If student disruption persists, after a second warning, take appropriate disciplinary action as outlined by the Student Responsibilities and Rights Handbook.
- ☐ Notify parents about the incident, as appropriate.
- ☐ After insuring physical safety of those involved, provide crisis intervention or counseling to meet psychological needs of students and staff.

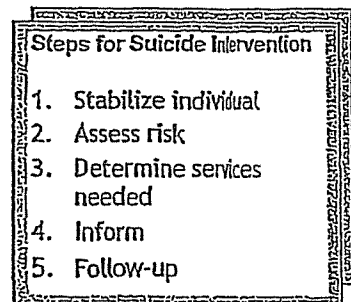
Suicide, attempted suicide, and suicidal gestures have a significant detrimental effect, not only on the involved student, but also on others in the school community. There is no way to predict who will commit suicide, or when, but there are warning signs, including: increasing talk of death, talk about not being worth living and reckless behavior. School staff with reasonable cause to believe that a student is suicidal should begin the intervention process immediately. Parents must always be contacted. Attention should focus on the safety and best interests of the student, whose health, life or safety may be endangered

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Call ambulance in event of overdose or injury requiring medical attention.
- Call 911 if immediate threat exists to the safety of the student or others.
- Calm student by talking and reassuring until police arrive. Try to have the student relinquish devices for and means of harming self. If individual is armed with any type of weapon, USE EXTREME CAUTION. Do not attempt to remove the weapon from the possession of the individual. Allow police to do so.
- Cancel all outside activities.
- Determine if the student's distress appears to be the result of parent or caretaker abuse, neglect, or exploitation. If not, contact parents/guardians and encourage them to have the child evaluated. Provide a list of referral sources and telephone numbers.
- If allegations warrant, refer student to Child Protective Services. Contact parents/guardians and inform them of actions taken.
- Arrange for medical or counseling resources that may provide assistance.

STAFF ACTIONS:

- Inform the Principal of what was written, drawn, spoken and/or threatened.
- Move other students away from the immediate area, but remain with the troubled student until assistance arrives.
- Calmly talk to the student to determine whether he/she has any life-threatening devices (e.g., gun, knife, drugs, etc.) If possible, calmly remove them from the student and the immediate environment. Do NOT struggle if you meet resistance.
- Calmly move the student to a pre-arranged, non-threatening place away from other students where a Crisis Intervention Team member and a telephone will be close by.



EMERGENCY RESPONSE

TAKE COVER

TAKE COVER is implemented when it is necessary to move to and take refuge in the best-shielded areas within the school buildings. It is appropriate for, but not limited to, the following:

- Actual enemy attack or imminent threat of attack
- Severe windstorm with little or no warning

Enemy Attack

ANNOUNCEMENT:

1. A three (3) minute undulating siren tone will sound for schools near an Attack Warning Siren.
2. If not near an Attack Warning Siren, make the following announcement in person directly or over the school public address system:

Example: "Attention please. (Pause) TAKE COVER (Pause) TAKE COVER. (Pause) TAKE COVER (Pause) TAKE COVER."

3. Sound continuing short buzzer or bell signals.
4. Use messengers with oral or written word as an alternate means of faculty notification.

Natural Disasters

ANNOUNCEMENT:

1. Make the following announcement in person directly or over the school public address system:

Example: "Attention please. (Pause) TAKE COVER (Pause) TAKE COVER. (Pause) TAKE COVER. (Pause) Severe windstorm imminent."

2. Sound continuing short buzzer or bell signals.
3. Use messengers with oral or written word as an alternate means of faculty notification.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Give clear instructions, remain calm and convey reassurance.
- When clearance is received from appropriate agencies, give another ACTION instruction or the ALL CLEAR to indicate that the normal school activities can resume.

Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

EMERGENCY RESPONSE

UTILITY FAILURE

Failure of any of the utilities (electricity, gas, water) during school hours constitutes a condition that must be dealt with on a situational basis. Advance notice may be received from a utility company regarding loss of service. In many cases, such loss of service will be of short duration and require no special action other than notifying staff of the temporary interruption of service.

PRINCIPAL/SITE ADMINISTRATOR:

- ☐ Notify utility company. Provide the following information:
 - * Affected areas of the school site
 - * Type of problem or outage
 - * Expected duration of the outage, if known
- ☐ Determine length of time service will be interrupted.
- ☐ Determine desired action, which may include relocation of students and staff, notification of parents, and alternate food service.
- ☐ If disruption in service will severely hamper school operation, notify students and staff by appropriate means.
- ☐ Use messengers with oral or written word as an alternate means of faculty notification.
- ☐ Implement plan to provide services without utilities or with alternate utilities.

EMERGENCY RESPONSE

WEAPON

The brandishing of any weapons poses an immediate threat to students and staff. Response is the same whether the weapon is used, seen or suspected but not in use. Safety must always be the foremost consideration. A person wielding a weapon will usually respond best to calm, reasonable talk. In addition to calming the individual, talking allows time for law enforcement officials and other professionals to arrive.

STAFF ACTIONS:

- ☐ Remain calm. Take immediate action to prevent casualties. Isolate the suspect and/or area. Move others to a safe area to protect them from danger.
- ☐ Alert the principal/site administrator.
- ☐ Make no effort to intervene. Allow a law enforcement officer to take possession of the weapon.
- ☐ Provide first aid for victims, if needed.
- ☐ Account for all students.
- ☐ Assist police officers -- provide identity, location and description of individual and weapons.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ☐ Remain calm. Depending on how the situation unfolds, initiate LOCKDOWN or EVACUATION, as needed. Do not confront the suspect.
- ☐ Call 911. Provide essential details of the situation, i.e., suspect, location, weapons, number of persons involved, motive, actions taken by the school (e.g. LOCKDOWN).
- ☐ Identify command post for police to respond. Assist police to enter the school. Provide officers with critical information. Accompany the police officer to the student suspected of having a weapon.
- ☐ If suspect has left, secure all exterior doors to prevent re-entry.
- ☐ Isolate and separate witnesses. Instruct them to write a statement of events while waiting for police to arrive.
- ☐ Gather information about the incident for the police:
 - ✦ Name of student with weapon.
 - ✦ Location of witness when weapon was seen.
 - ✦ What did the student do with the weapon after it was displayed?
 - ✦ What is the current location of the student with the weapon?
- ☐ Reserve a private area for the student to be taken and questioned. Allow police officer to thoroughly search student with another adult witness present. Police officer should take possession of and secure any weapon located.
- ☐ Assign an administrator to remove all of the suspected student's belongings (book bag, clothing, etc.) from the classroom. Do not allow the student to pick-up or carry his own belongings.
- ☐ Search student's belongings, including--but not limited to --backpack, purse, locker, and auto, if applicable.
- ☐ Notify parents/guardians.
- ☐ Follow procedures for student disciplinary actions. Take photo of weapon to be included in the expulsion proceedings.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

April 11, 2023

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **8.0 AUTHORIZATION OF VENDOR PAYMENTS REPORTS
DATED MARCH 3, 2023 THROUGH MARCH 17, 2023**

ATTACHMENTS: **ACCOUNTS PAYABLE FINAL REPORTS**

DISCUSSION:

The attached Accounts Payable Final Reports dated March 3, 2023 through March 17, 2023 are for expenditures after February 27, 2023 and before March 17, 2023.

RECOMMENDATION: The Superintendent recommends that the Board
APPROVE the Accounts Payable Final Reports.

PROPOSED ACTION: **APPROVE**

[illegible]

29	Monson-Sultana Jt. Union Elem. School District	Total Payments Report										Report Date:	03/29/2023	
		Detailed Subtotalled by Vendor											9:11:40 PM	
		Date Paid between 02/27/2023 and 03/17/2023												
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MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Board Meeting Agenda Item Summary

April 11, 2023

AGENDA SECTION: **PERSONNEL**

AGENDA ITEM: **9.1 PERSONNEL ORDER**

ATTACHMENTS: **NONE**

DISCUSSION:

- 9.1.1 Adlard, Audrie Audrie Adlard is requesting a medical leave beginning on April 19, 2023. Return date is contingent upon release from primary care physician; however, three (3) weeks after procedure is necessary.
- 9.1.2 Joshua Huerta Joshua Huerta is requesting baby bonding leave beginning on August 1, 2023 to August 31, 2023.

RECOMMENDATION: **The Superintendent recommends that the Board approve the personnel order as presented.**

PROPOSED ACTION: **APPROVE**