

El Tejon Unified School District



***MEETING OF THE
BOARD OF TRUSTEES***

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El Tejon Unified School District
BOARD OF TRUSTEES

4337 Lebec Road, Lebec, CA 93243

PH: 248-6247

FAX: 248-6714

Samanntha Smith, President

Patrice Barnes, Trustee

G Rick, Clerk

Stephanie Pope, Trustee

Deborah Turner, Trustee

BOARD OF TRUSTEES
REGULAR BOARD MEETING

Wednesday, June 14, 2023

Frazier Park School Room 1

3149 San Carlos Trail, Frazier Park, CA 93225

CLOSED SESSION:

6:00 p.m.

FPS Room 1

OPEN SESSION:

6:30 p.m.

FPS Room 1

OFFICIAL MINUTES

The June 14, 2023 Regular Board Meeting of the Board of Trustees of the El Tejon Unified School District was called to order at 6:00 p.m. by Trustee Smith. Trustee Turner moved, seconded by Trustee Barnes in Room 1 at 3149 San Carlos Trail, Frazier Park, CA 93225.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

PUBLIC COMMENT

There was 1 blue card presented: LaShonne Fiala spoke regarding an interdistrict transfer.

ADJOURNMENT TO CLOSED SESSION

Trustee Pope moved, Trustee Rick seconded adjournment to closed session at 6:01 p.m.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

ADJOURNMENT FROM CLOSED SESSION

Trustee Rick moved, Trustee Barnes seconded adjournment from closed session at 6:12 p.m.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

RECONVENING IN OPEN SESSION

Trustee Rick moved, Trustee Turner seconded reconvening in open session at 6:30 p.m.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

REVISION/ADOPTION/ORDERING OF AGENDA

Trustee Rick moved, Trustee Turner seconded adoption of agenda as presented.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

REPORT FROM CLOSED SESSION

1. Consideration and Approval of Interdistrict Transfer Request #23-22.

Trustee Barnes moved, Trustee Pope seconded approval of interdistrict transfer request #23-22.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

2. Consideration and Approval of Interdistrict Transfer Request #23-23.

Trustee Turner moved, Trustee Rick seconded approval of interdistrict transfer request #23-23.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

3. Consideration and Approval of Interdistrict Transfer Request #23-24.

Trustee Barnes moved, Trustee Rick seconded approval of interdistrict transfer request #23-24.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

4. Consideration and Approval of Interdistrict Transfer Request #23-25.

Trustee Rick moved, Trustee Barnes seconded approval of interdistrict transfer request #23-25.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

5. Employment Recommendations:

A. Accept Retirement, John Domke, Social Science Teacher, Frazier Mountain High School.

B. Accept Retirement, James Atkinson, Mathematics Teacher, Frazier Mountain High School.

C. Accept Retirement, Donna Van Hooser, Administrative Secretary to the Principal, Frazier Mtn. High School.

D. Accept Resignation, Kendal Peddy, English Teacher, El Tejon School.

E. Employ Joseph Flores, Intern School Psychologist, District.

F. Employ Mathematics Teacher, Frazier Mountain High School. TABLED

G. Employ Fatimia Echeverria, Speech Language Pathology Aide, District.

H. Employ Kelly Lopez, Social Science Teacher, Frazier Mtn. High School.

Trustee Pope moved, Trustee Barnes seconded approval of employment recommendations with Item F tabled.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

PUBLIC COMMENT

There was 1 blue card presented: Carrie Sheldon spoke regarding a teacher's behavior with students.

APPROVAL OF MINUTES

Approval of Minutes from Regular Board Meeting of May 10, 2023.

Trustee Rick moved, Trustee Pope seconded approval of minutes of regular board meeting of May 10, 2023.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

OPEN PUBLIC HEARING

Trustee Rick moved, Trustee Pope seconded to open public hearing at 7:21 p.m.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

Notice of Public Hearing to Review Local Control Accountability Plan (LCAP) and Parental Summary for 2023-2024. School Year. There were no public comments.

CLOSE PUBLIC HEARING

Trustee Barnes moved, Trustee Pope seconded to close public hearing at 7:21 p.m.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

OPEN PUBLIC HEARING

Trustee Rick moved, Trustee Pope seconded to open public hearing at 7:21 p.m.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

Notice of Public Hearing to Review Annual Budget for 2023-2024 School Year. There were no public comments.

CLOSE PUBLIC HEARING

Trustee Barnes moved, Trustee Turner seconded to close public hearing at 7:22 p.m.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

ITEMS FOR DISCUSSION AND ACTION

A. Consideration and Approval of Agreement between ETUSD and Michelle Dixon MSN, RN, CSN, for School Nursing Services between August 2023 and June 2024.

Trustee Pope moved, Trustee Rick seconded approval of agreement between ETUSD and Michelle Dixon MSN, RN, CSN, for School nursing services between August 2023 and June 2014.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

B. Consideration and Approval of MOU, Memorandum of Understanding, between ETUSD and Balanced Fitness Plus, Christy Gomez, for bi-weekly fitness education for students and families.

Trustee Turner recused herself from this item due to a conflict. She left the meeting and returned immediately following the vote.

Trustee Rick moved, Trustee Barnes seconded approval of MOU, Memorandum of Understanding, between ETUSD and Balanced Fitness Plus, Christy Gomez, for bi-weekly fitness education for students and families.

VOTE: 4 AYES, 0 NAYES, 0 ABSENT, 1 - Recused

C. Consideration and Approval of Agreement between ETUSD and Boys and Girls Club for 2023 Summer School.

Trustee Rick moved, Trustee Pope seconded approval of agreement between ETUSD and Boys and Girls club for 2023 Summer School.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

D. Consideration and Approval of Resolution #23-21 regarding the Commitment of the General Fund and Special Reserve for other than Capital Outlay Fund Balance for the year ending June 30, 2024.

Trustee Rick moved, Trustee Barnes seconded approval of Resolution #23-21 regarding the Commitment of the General Fund and Special Reserve for other than Capital Outlay Fund Balance for the year ending June 30, 2024.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

Personnel Items

E. Approval of MOU, Memorandum of Understanding, between ETUSD and Chapter 552 of the California School Employees Association for Retirement Incentive 2023-2024.

Trustee Barnes moved, Trustee Rick seconded approval of MOU, Memorandum of Understanding, between ETUSD and Chapter 552 of the California School Employees Association for Retirement Incentive 2023-2014.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

F. Approval of Retirement Incentive for Certificated Employees for 2022-2023.

Trustee Turner moved, Trustee Pope seconded approval of Retirement Incentive for Certificated Employees for 2022-2023.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

G. Consideration and Approval of Payroll/Human Resources Specialist Job Description.

Trustee Rick moved, Trustee Pope seconded approval of Payroll/Human Resources Specialist Job Description.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

H. Consideration and Approval of Confidential and Management Salary Schedule with Payroll/Human Resources Specialist added.

Trustee Rick moved, Trustee Pope seconded approval of Confidential and Management Salary Schedule with Payroll/Human Resources Specialist addend.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

Board Items

I. Consideration of Updates to BP 0410 Nondiscrimination in District Programs and Activities, AR 3311 Bids, BP 3516 Emergencies and Disaster Preparedness Plan, AR 3543 Transportation Safety and Emergencies, AR 3554 Other Food Sales, AR 4112.23 Special Education Staff, AR 4212.42/4312.42 Drug and Alcohol Testing for School Bus Drivers, AR 4113 Assignment, AR 4119.11/4219.11/4319.11 Sexual Harassment, AR 4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures, AR 4161.1/4261.1/4361.1 Personal Illness and Injury Leave, AR 4161.11/4261.11/4361.11 Industrial Accident And Illness Leave, AR 4200 Classified Personnel, BP 5030 Student Wellness, BP 5111.1 District Residency, BP 5116.1 Intradistrict Open Enrollment, AR 5121 Grades/Evaluation of Student Achievement, AR 5123 Promotion/Acceleration/Retention, BP 5125 Student Records, AR/E 5125.1 Release of Directory Information, AR 5125.2 Withholding Grades, Diploma or Transcripts, AR 5131.2 Bullying, BP/AR 5145.13 Response to Immigration Enforcement, BP/AR 5145.7 Sexual Harassment, AR 5145.71 Title IX Sexual Harassment, BP/AR 6020 Parent Involvement, AR 6159.1 Procedural Safeguards and Complaints for Special Education, AR 6159.2 Non Public, Nonsectarian School and Agency Services for Special Education, BP/AR 6163.2 Animals at School, BP 6178.2 Regional Occupational Center/Program, BP/AR 6184 Continuation Education and BB 9322 Agenda/Meeting Materials, First Reading.

Trustee Turner moved, Trustee Pope seconded updates of board policies, administrative regulations and exhibits, first reading.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

CONSENT AGENDA

**Items required by law and/or items in accordance
With the District Administrative Code and/or Education Code
Items J - M**

J. Approval of Agreement between ETUSD and KCSOS for Medi-Cal Administrative Activities July 1, 2023-June 30, 2024. (renewal)

- K. Approval of Agreement between ETUSD and KCSOS for District Business Office Systems for 2023-2024 School Year. Renewal**
- L. Approval of Agreement between ETUSD and Arcadia Audiometric Associates, Inc. for hearing screenings. Renewal**
- M. Approval of B warrant batches #0058 for \$83,528.32; #0059 for \$55,508.48; #0060 for \$25,000.00; #0061 for \$45,559.64; #0062 for \$20,036.79; #0063 got \$80,185.03; #0064 for \$41, 839.79; #0065 20,923.25: and #0065 for \$1,054.02.**

Trustee Pope moved, Trustee Barnes seconded approval of consent agenda.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

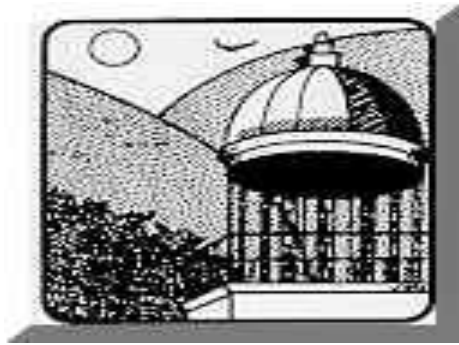
ADJOURNMENT

Trustee Rick moved to adjourn the regular meeting of June 14, 2023 at 7:28 p.m. The motion was seconded by Trustee Barnes.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

The minutes are an unofficial draft until reviewed, modified and approved by the ETUSD Governing Board on August 9, 2023.

Clerk of the Board _____



El Tejon Unified School District
BOARD OF TRUSTEES

4337 Lebec Road, Lebec, CA 93243
PH: 248-6247 FAX: 248-6714

Samanntha Smith, President
Patrice Barnes, Trustee G Rick, Clerk
Stephanie Pope, Trustee Deborah Turner, Trustee

BOARD OF TRUSTEES
SPECIAL BOARD MEETING

Monday, June 19, 2023
Frazier Park School Room 1
3149 San Carlos Trail, Frazier Park, CA 93225

OPEN SESSION: 9:00 a.m. FPS Room 1

OFFICIAL MINUTES

The June 19, 2023 Special Board Meeting of the Board of Trustees of the El Tejon Unified School District was called to order at 9:00 p.m. by Trustee Smith. Trustee Rick moved, seconded by Trustee Turner in Frazier Park School Room 1 at 3149 San Carlos Trail, Frazier Park, CA 93225.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

PUBLIC COMMENT

No blue cards were presented.

ITEMS FOR DISCUSSION AND ACTION

A. Presentation of Local Indicators.

Trustee Rick moved, Trustee Barnes seconded to receive local indicators.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

B. Adoption of 2023-2024 LCAP.

Trustee Pope moved, Trustee Turner seconded adoption of 2023-2024 LCAP.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

C. Adoption of 2023-2024 Budget.

Trustee Barnes moved, Trustee Rick seconded adoption of 2023-2024 Budget.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

ADJOURNMENT

Trustee Pope moved to adjourn the special meeting of June 19, 2023 at 9:04 a. m. The motion was seconded by Trustee Turner.

VOTE: 5 AYES, 0 NAYES, 0 ABSENT

The minutes are an unofficial draft until reviewed, modified and approved by the ETUSD Governing Board on August 9, 2023.

Clerk of the Board _____

EL TEJON UNIFIED SCHOOL DISTRICT
ENROLLMENT
6-7-23

SCHOOL	SDC	TK *	KDG	1	2	3	4	5	6	7	8	9	10	11	12	INDEP.	TOTAL	LAST MONTH	LAST YEAR
																	June '23	May '23	June '22
Frazier Park	11	20	33	34	48	41	53									5	245	246	239
El Tejon	1							50	47	50	41					8	197	196	180
Frazier Mountain High	2											55	53	49	39	47	245	245	254
																	Total 687	Last Month Total 687	Last Year Total 673

EL TEJON UNIFIED SCHOOL DISTRICT

2023-24 Approved Field Trips

<u>Date:</u>	<u># of Students</u>	<u>School Site</u>	<u>Location</u>	<u>City</u>	<u>Event</u>	<u>Contact Person</u>	<u>Approved</u>
7/22/2023	18	ET	Eagle Pass Ridge	Pine Mountain Club	Fitness Club Hike	Corey Hansen	<input checked="" type="checkbox"/>
8/26/2023	8	ET	Indepence High School	Bakersfield	FFA Leaders Meeting and Election	Laurie Oliver	<input checked="" type="checkbox"/>
9/1/2023	30	FMHS	Vasquez Rocks	Santa Clarita	VIVA Spanish Club Team Building	Anna Hughs	<input checked="" type="checkbox"/>
9/8/2023	52	ET	Getty Villa	Pacific Palisades	8th Grade Art & Social Studies	Corey Hansen	<input checked="" type="checkbox"/>
9/15/2023	52	ET	Getty Center Museum	Los Angeles	8th Grade Art & Social Sciences	Corey Hansen	<input checked="" type="checkbox"/>
10/6/2023	51	ET	Getty Center Museum	Los Angeles	7th Grade Art & Social Sciences	Corey Hansen	<input checked="" type="checkbox"/>
12/8/2023	30	ET	Kern Ag Pavillion	Bakersfield	Discovery Conference	Laurie Oliver	<input checked="" type="checkbox"/>
12/12/2023	67	ET	Mechanics Bank Arena	Bakersfield	Phsyical Education Competition	Charles Stewart	<input checked="" type="checkbox"/>
01/26/2024	60	ET	Universal Studios Hollywood	Universal City	ASB/FFA Leadership	Corey Hansen	<input checked="" type="checkbox"/>

Memorandum of Understanding

by and between

WestEd, American Institutes for Research, and El Tejon Unified School District

This Memorandum of Understanding (“MOU”) is effective as of the date last signed by the Parties, and sets forth the agreement between WestEd (“WestEd”), a California joint powers agency, American Institutes for Research (“AIR”), a Pennsylvania nonprofit corporation, and El Tejon Unified School District (“District”) to conduct an Education Innovation and Research (EIR) grant-funded implementation and impact study, *Citizen Math Impact Study: Developing Informed, Thoughtful, and Productive Citizens* (“Study”). The Study involves teacher professional development and classroom implementation of Citizen Math, a series of online middle-grade mathematics lessons. At times herein, WestEd, AIR, and District are referred to each as a “Party” and collectively referred to as “the Parties.”

This MOU is a Non-Financial agreement.

1. Purpose

The purpose of this MOU is to set forth the roles and responsibilities of the Parties in implementing the Study. As part of the work of the Study, the District will implement the Citizen Math online program in participating classrooms. Citizen Math is a product of Mathalicious, Inc., dba Citizen Math, a Delaware corporation, which provides supplemental math lessons for grades 6 - 12. AIR will lead the impact study of Citizen Math. WestEd will support AIR with coordination of the study research activities. WestEd will lead the implementation study with AIR support. AIR will collect data from District, and its teachers and students, as described below. AIR and WestEd will both have access to the data collected from the impact study. The goal of the study is to understand how Citizen Math is implemented and how it supports students’ success across all participating districts.

The Parties also wish to adequately protect student, parent, teacher, and/or District staff data and to comply with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Term and Termination

- A. This MOU is effective as of the date last signed by the Parties and expires December 31, 2026.
- B. Any Party may terminate or amend this MOU at any time without cause, provided that written notice is given to all Parties at least 30 days in advance.
- C. The termination or expiration of this MOU shall not affect the rights or obligations regarding confidentiality or the retention, storage, or destruction of Data, as set forth in Sections 5 and 6 herein. Such rights and obligations shall survive the term of this MOU.

3. Study Activities

A. Study activities include:

- conducting a multisite cluster randomized control trial. The Project will randomly assign schools to use Citizen Math in grade 6-8 (“Treatment”) or teach their 6-8 math courses as they normally would (“Comparison”). Within each participating school, the evaluation will focus on all grade 6–8 math teachers and their students during the first and second intervention years (2023–24 and 2024-25, respectively).
- evaluating the impact of Citizen Math on: teachers' instructional activities (measured using teacher surveys); students' opportunities to learn and students' social emotional learning (measured through a student survey); and students' mathematics achievement and course performance (using state administered test scores and course data).
- analyzing any effects of mediating and moderating variables, including teachers' instructional practices, as well as demographic characteristics of students, teachers/classrooms and schools (collected through surveys administered by AIR and administrative records provided by the District).
- understanding teachers' use of Citizen Math's community platform and website, teacher's completion of professional learning, as well as teachers' implementation strategies and feelings around Citizen Math lessons (collected from post-lesson reflection surveys and focus groups).

B. For Treatment schools, the District will be provided alternative Citizen Math lessons with corresponding online resources and scaffolded professional learning support for the teacher(s) assigned with teaching the curriculum within the District.

- The participating teachers will complete the Citizen Math professional learning modules during the academic year preceding classroom implementation in order to understand how to successfully teach the lessons. In study years, teachers may also be asked to complete other activities, such as surveys, as detailed below. WestEd will provide teachers up to a \$650 stipend for fully completing professional learning modules and evaluation activities as described below and \$300 in Citizen Math materials.
- A teacher(s) in the District will implement at least 6 Citizen Math lessons over the course of each academic year.
- Teachers and students will complete evaluation activities as described below. Teachers will receive up to \$150 each year (2023–24 and 2024–25) for completing teacher surveys and supporting student data collection.

C. For Comparison schools, Citizen Math will not be provided for the first and second intervention years (2023–24 and 2024-25), -and schools will teach math courses as they normally would.

- During intervention years, teachers and students will complete evaluation activities as described below. Teachers will receive up to \$150 each year (2023–24 and 2024–25) for completing teacher surveys and supporting student data collection.
- After completion of these activities, teachers in these schools will be offered a

subscription to the Citizen Math website content in the 2025–26 and 2026–27 school years, as well as up to \$500 for participating in professional learning workshops in the 2025–26 school year.

D. AIR and WestEd will conduct all evaluation activities necessary for tracking grant outcomes and teacher and student activities during the life of the grant. For both Treatment and Comparison schools, the following categories of information will be collected by AIR during the Project:

- Student administrative data (e.g., demographic background and achievement) from District will be provided upon request from AIR (see Appendix A).
- Teacher surveys on teaching practices, professional learning activities, background, and experience using a survey platform.
- Student survey on opportunities to learn and social emotional learning using a survey platform.

Additionally, for Treatment schools only, the following categories of information will be collected by WestEd during the Project:

- Teacher post-lesson reflection surveys using a survey platform.
- If conducted, teacher focus groups will be video recorded on Zoom.

Teachers and students who opt out of the Study will not have their data collected and will not be invited to participate in Study activities.

E. AIR and WestEd will independently complete all analyses and produce a report(s) summarizing the findings.

4. Definitions Regarding Shared Data

- A.** “Data,” as used in this MOU, shall mean and refer to the data collected in Appendix A.
- B.** “Personally Identifiable Information” or “PII,” as used in this MOU, shall mean any information or Data that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify an individual with reasonable certainty.
- C.** “De-identified Data,” as used in this MOU, shall mean Data from which all Personally Identifiable Information has been removed or obscured so that a reasonable person, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual with reasonable certainty.
- D.** “Non-Financial” as used in this MOU, shall mean agreements that are typically non-monetary by nature, but occasionally involve the provision or exchange of something of value (e.g. Stipends). These types of arrangements set out expectations, terms, and requirements that protect the interests of the investigators and the participating organizations.
- E.** “Educational Records,” as used in this MOU are official records, files and data directly related to a student and maintained by the education agency or institution, or by party acting for the agency or institution (e.g. including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general

identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.)

5. Confidentiality

- A. AIR and WestEd agree to take all necessary precautions to safeguard the Data and comply with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).
- a. FERPA Exception – AIR and WestEd are authorized to receive this data under the following FERPA exception:
- i. ☒ Studies Exception [34 CFR § 99.31(a)(6)] for the purposes of improving instruction
 - ii. ☐ School Official Exception [34 CFR §§ 99.31(a)(1) and 99.7(a)(3)(iii).] – AIR and WestEd are considered a “school official” by [**insert organization name**] and: is performing a service or function for which the [**insert organization name**] would otherwise use its employees; is under the direct control of the school with respect to the use and maintenance of education records; and complies with the PII from education records use and redisclosure requirements
 - iii. ☐ Audit/Evaluation Exception [34 CFR §§ 99.31(a)(3) and 99.35] – AIR and WestEd has been designated as the “Authorized Representative” of [**insert organization name**] to audit or evaluate a Federal or State supported education program.
- B. AIR and WestEd will limit internal access to PII to individuals working on the Study with legitimate interests in the PII and whose work reasonably requires access to the Data (i.e., on a need-to-know basis).
- C. AIR and WestEd will take reasonable steps to maintain the confidentiality and security of the Data at all stages of the Study. PII will only be used for the purposes of the Study.
- D. PII will be destroyed at the earlier of: (1) when the PII is no longer needed for analysis, (2) December 31, 2026, or (3) within fifteen business days of the termination of this MOU pursuant to section 2.B hereinabove, and delivery to AIR and WestEd of District’s written demand for destruction of the PII.
- E. De-identified Data may be retained by AIR and WestEd after the completion of the Study, and may be further used, shared, released or disclosed by AIR and WestEd without consent, to the extent permitted under FERPA.

- F. If AIR and/or WestEd publishes any reports or other publications created with the use of Data, AIR and/or WestEd will not include information that could lead to the identification of any individual whose information is included in the Data.

6. Data Handling, and Storage

- A. All computers used to upload, analyze, or store Data containing PII will be encrypted and password-protected. AIR and WestEd will store Data in a password-protected and encrypted cloud-based content management system. AIR and WestEd will store the Data in accordance with a Data Security Plan, available upon reasonable request.
- B. AIR and WestEd will only transfer PII using secure, encrypted transmission methods for the data described in Appendix A.
- C. AIR and WestEd will collect the minimum PII as necessary.
- D. AIR will assign participating teachers and students a random ID and a key will be created and saved in a separate file within AIR's servers. Teacher surveys and student administrative records will be de-identified and the random ID will be used in all saved data. If focus groups are conducted, AIR and WestEd will emphasize the importance of not sharing what is discussed and note how we cannot assure confidentiality as teachers will be participating with others. WestEd will collect names from focus group participants, but after teacher focus groups are completed, they will be transcribed and the transcripts will be de-identified. The de-identified transcripts will be stored in a separate file for qualitative analysis. The transcript files with personal identifiers will then be destroyed. The data from the participants in the professional development can be de-identified as described, and the key for the identifiers can be destroyed at the end of 2026. Student names and any other personal identifier collected will be stored in a secure folder and destroyed at the end of 2026.

7. Data Sharing

- a. AIR and WestEd will be collaborators on the research and will both have access to the data collected and stored during the study period.
- b. Third-party sharing. AIR and WestEd will take steps to maintain the confidentiality and security of the Data at all times. The Data may be stored securely at AIR and WestEd or at an entity under a written agreement with AIR and WestEd to provide cloud-based storage or data archival services, or collection, storage, processing or analysis of some or all of the Data. Data stored at such a contracted entity shall be protected in accordance with the terms of this MOU.
- c. De-identified data may be archived with a third-party national data repository (e.g. ICPSR). Data repositories make research and evaluation data accessible to authorized users for the purpose of scientific investigation, scholarship or teaching, or other forms of research and research development. If data are archived with a repository, that third-party repository manages long-term data storage and data archive access. All archived

- data will be de-identified so that the identities of subjects cannot be readily ascertained or otherwise associated with the data. Data access will be restricted to verified scholars and researchers.
- d. AIR and WestEd will ensure that all persons and entities, including employees, contractors, and consultants who will have access to student-level data or PII to first enter into an agreement with AIR and WestEd that includes security and confidentiality terms no less stringent than those included in this MOU.
 - e. Reports containing aggregate-level data and results will be presented to the members of professional associations and may be published in professional association publications.
 - f. Educational Records shared by District are and shall continue to be District's property.

8. AIR Responsibilities

- A. AIR will lead the impact study.
- B. AIR will provide principal permission forms, consent forms to participating teachers, and opt-out forms for parents / guardians of students to inform them about research activities. AIR and WestEd agree to work with the District to follow other requirements related to consent.
- C. AIR will lead the instrumentation creation and data collection. Data collection will include:
 - a. Teacher surveys on teaching practices, background, and experience
 - b. Student survey on opportunities to learn and social emotional learning
 - c. Student demographic data
 - d. Student mathematics achievement
 - e. Student course performance
- D. AIR will complete all impact analyses and assist with dissemination.
- E. AIR will designate a liaison to facilitate communications between AIR, WestEd, and District for coordinating the activities necessary to carry out this MOU. AIR's contact person for this Study is:

Jordan Rickles
American Institutes for Research
1400 Crystal Drive, 10th Floor
Arlington, VA 22202-3289
jrickles@air.org

9. WestEd's Responsibilities

- A. WestEd will support AIR in completing all of its listed responsibilities.

- B. WestEd will secure IRB approval for all research activities.
- C. WestEd will lead the implementation study and oversee the implementation of Citizen Math, including coordinating professional learning logistics and measuring teacher participation and perceptions of the lessons and professional development. To accomplish this, WestEd will lead the instrumentation creation and data collection of the following research components:
 - a. Teacher post-lesson reflection surveys (only for teachers using Citizen Math)
 - b. Teacher focus groups (only for teachers using Citizen Math)
 - c. Professional Learning activities engaged in and completed
 - d. Teachers' use of Citizen Math's community platform and website
- D. WestEd will designate a liaison to facilitate communications between WestEd, AIR, and District for coordinating the activities necessary to carry out this MOU. WestEd's contact person for this Study is:

Kirk Walters
WestEd
730 Harrison Street
San Francisco, CA 94107
kwalters@wested.org

10. District Expectations:

- A. District will grant AIR permission to use a random assignment lottery to determine which participating schools will use Citizen Math during the first two years of implementation (Cohort 1) and which participating schools will receive access to Citizen Math after the first two years (Cohort 2). District will permit its participating teachers to engage in the Study activities that will take place during the 2023-24 and 2024-25 school years for both Cohort 1 and 2 schools. Under section 3, Cohort 1 is also referred to as "Treatment" schools and Cohort 2 as "Comparison" schools.
- B. District understands and agrees that WestEd and AIR are conducting an independent study of the District's use of Citizen Math, a product of Mathalicious, Inc., dba Citizen Math, a Delaware corporation. The District understands and agrees that its use of Citizen Math is subject to an independent license agreement, terms of service, and privacy policy between it and Citizen Math. WestEd and AIR are not affiliated with Citizen Math and are not a party to the agreements between the District and Citizen Math. WestEd and AIR are not responsible for any acts or omissions relating to the District's use of Citizen Math. District will obtain all approvals necessary for its students and teachers to use Citizen Math in the classroom.
- C. Participating District teachers will review and sign an informed consent form to participate in the Study. Principals in participating schools will review and sign a permission form to participate in the Study.

- D. Participating District teachers in Cohort 1 schools will teach at least 6 Citizen Math lessons in all their grades 6-8 math classes, except for Geometry classes.
- E. Participating District teachers in both Cohort 1 and 2 schools will respond to survey questions through an online survey tool administered four times during the 2023-24 and 2024-25 school years.
- F. Participating District teachers in Cohort 1 schools will complete a post-lesson reflection survey after they teach each Citizen Math lesson.
- G. Participating District teachers in Cohort 1 schools will use a Citizen Math online community platform. Teachers who sign onto the community platform agree to the terms and conditions and privacy policy of Citizen Math.
- H. Participating District teachers in both Cohort 1 and 2 schools will distribute an AIR-provided parent/guardian opt-out letter to inform parents/guardians of a student survey and provide an opportunity for students to not take the survey. Teachers will also read a brief script to students reminding them that this is voluntary and will not relate to their grade in this class, and students who do not participate can do an independent activity.
- I. Participating District teachers in both Cohort 1 and 2 schools will administer a student survey to students who have not opted-out during the spring term in the 2023-24 and 2024-25 school years.
- J. District shall designate a liaison to facilitate communications between District, AIR and WestEd for coordinating the activities necessary to carry out this MOU. District's contact person for this Study is:

Corey Hansen
El Tejon Unified School District
PO Box 876
Lebec, CA 93243
(661) 706-6164
chansen@el-tejon.k12.ca.us

11. General Provisions:

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to conflict of law principles.
- B. Amendments. This MOU may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by all Parties.
- C. Assignment. No Party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without all Parties' prior written consent. Any purported assignment in violation of this paragraph shall be void.

- D. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
- E. Indemnification. Each Party shall indemnify, and hold harmless the other Parties from and against any liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees) arising from any third party claim, demand, assessment, action, suit or proceeding related to its use of the Data under this MOU and/or any Appendix, unless such loss or damage was caused by the sole negligence or willful misconduct of the party seeking indemnification.
- F. Limitation of liability. Except as stated in Section E, each Party shall bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOU. No Party shall have any right to any reimbursement, payment or compensation of any kind from the other Parties, unless expressly agreed to in writing by all Parties.
- G. Representations and Warranties. Data is provided on an "AS IS" basis WITHOUT ANY WARRANTY, REPRESENTATION OR UNDERTAKING WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR FREEDOM FROM INFRINGEMENT.
- H. Relationship between the Parties. Nothing in this Agreement shall be construed to grant any Party the right to make commitments of any kind for or on behalf of the other Parties, without the prior written consent of the other Parties. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize an employment relationship between the Parties or a joint venture, partnership, or formal entity of any kind.
- I. Dispute resolution. The Parties shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively "Disputes") arising out of or relating to this Agreement. The Parties shall discuss any such Dispute no later than 30 days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No suit, arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision, except as described herein.

In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

Notwithstanding the foregoing, either Party may seek injunctive or provisional relief to protect confidential information at any time.

- J. Notices. All notices permitted or required under this MOU shall be in writing and shall be delivered by electronic mail, or by certified or registered mail, return receipt requested, to each Party's respective contact listed above, and will be deemed given

upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. All notices related to the Data or Educational Records shall be delivered to Director of Privacy and Data Security: infosecurity@wested.org. Notices of intent to terminate this MOU shall be provided to the applicable contact above, and, if to WestEd, also be delivered to:

Lauren Wrotniak
WestEd
730 Harrison Street
San Francisco, CA 94107
contracts@wested.org


- K. Negotiation and execution. This MOU has been negotiated by all Parties and shall not be strictly construed against any Party. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

IN WITNESS WHEREOF, the Parties have, by their respective duly authorized representative, executed this MOU as of the day and year first written above.


WestEd

By: _____
Name: Lauren Wrotniak
Title: Director, Contracts and Grants
Date: _____

El Tejon Unified School District

By: 
Name: Vanessa Romero
Title: Chief Business Official
Date: Jun 13, 2023

AIR

By: 
Name: Joseph Wagner, Jr.
Title: Vice President, Contracts & Procurement
Date: Jun 14, 2023

APPENDIX A

Data Collected. This appendix outlines the data that will be collected by and accessible to AIR and WestEd.

The teacher data include:

- Teacher names and emails (all teachers)
- Teacher surveys on instructional teaching practices, background, and experience (all teachers)
- Professional Learning activities engaged in and completed (only for teachers using Citizen Math)
- Teachers' use of Citizen Math's community platform and website (only for teachers using Citizen Math)
- Teacher post-lesson reflection surveys (only for teachers using Citizen Math)
- Teacher focus groups (only for teachers using Citizen Math)

The student data include (for all students):

- Student IDs and names
- Student survey on opportunities to learn and social emotional learning
- Student demographic data
 - Race/ethnicity
 - Sex
 - English Learner status
 - Individual Education Program status
 - Economically disadvantaged status indicator
- Student mathematics achievement on the annual state assessment
- Student course performance

De-identification process. Participating teachers and students will be given a random number unique identifier for the study and a key will be created and saved in a different file. Teacher survey responses, student administrative records, and student survey responses will be de-identified and will use the random number in all saved data. If focus group data are collected, the de-identified transcripts will be stored in a separate file for qualitative analysis. The transcript files with personal identifiers will then be destroyed. The data from the participants in the professional development can be de-identified as described, and the key for the identifiers can be destroyed at the end of 2026.

Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

LEA name:

El Tejon Unified School District

CDS code:

15-75168-0000000

Link to the LCAP:

**For which ESSA programs will
your LEA apply?**

Choose from:

TITLE I, PART A

Improving Basic Programs Operated by
State and Local Educational Agencies

TITLE I, PART D

Prevention and Intervention Programs for
Children and Youth Who Are Neglected,
Delinquent, or At-Risk

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners
and Immigrant Students

TITLE IV, PART A

Student Support and Academic
Enrichment Grants

*(NOTE: This list only includes ESSA
programs with LEA plan requirements; not
all ESSA programs.)*

Title I. Part A

Title I, Part D

Title II, Part A

Title III, Part A

Title IV, Part A

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The district primarily utilizes federal funds to supplement and enhance students' education. Opportunities through instructional support and comprehensive professional development of teachers. Funding also provides supplementary materials and supplies to support aligned instructional strategies within and beyond the school day. Key features reflected in the LCAP include:

District has worked to align goals, expected outcomes, actions, and funds to support improved performance and growth of its students. We have:

Developed and implemented professional learning communities, both interdisciplinary and within grade levels, using I-Ready, and interim assessments, ETUSD's district wide data analysis program to analyze student progress and drive intervention and instruction.

Creating an additional credit recovery program utilizing PLATO, both during the school day and summer in order to increase graduation rates.

Hiring additional TK aides to enhance early literacy for unduplicated pupils.

Providing needed intervention during the school day for all three sites k-12, using the data derived from the district created benchmarks, SBAC results, and common formative assessments for the common core standards. Math intervention teachers will implement additional intervention teachers to focus on Math remediation at all three campuses.

Providing a math summer school program for students in grades 9 – 12 to provide additional opportunities for credit recovery, intervention, and enrichment.

Providing additional professional development for teachers in ELD instructional strategies, research based instructional strategies based on common core instruction, data analysis, and in-depth technology training in order to best monitor and implement instructional strategies and interventions that target student's needs. Math

coaches through KCSOS are providing on site one on one training with teachers to implement math talks and increase SBAC scores.

We have integrated Title I, Title II, Title III and Title IV into our 2023-2024 LCAP. In order to provide the extra supports needed to our students who are not meeting grade level standards, the following strategies are supplementing or primary initiatives using federal funding.

Additional literacy instructional staff provide intervention support services through in classroom scaffolding which has been proven to be most effective for all students but especially students with language acquisition needs.

Implementation of research based strategies for common core instruction including explicit and systematic instruction, verbalization of thought processes, guided practice, modeling, corrective feedback, student self-assessment, microteaching, standardized rubric implementation, and structured discourse have enhanced learning opportunities for all students. Common formative assessments are created using interim CAASPP, NextGen Math, and I-Ready.

We have moved to the model in which individual teachers monitor their own students progress using Elleavation platform in combination with KIDS, Kern Integrated Data System. PLCs are established to set goals, discuss student progress and monitor their implementation and success rates for each power standard.

ETUSD will continue to improve the climate of schools in order to improve student and parent engagement every day. Continuing quarterly ELAC, DAC, and School Site Council Meetings, increased attendance rates at back-to-school night, and the utilization of robocalls to remind parents of upcoming events.

Our professional development program for Professional Learning will continue to support our teachers in both site-level and district wide collaborative planning practices that maximize student learning, and us formative assessments to guide instruction, intervention, and enrichment. In addition, we are incorporating those strategies with the highest effect size in order to improve students learning. (Hattie, 2012)

All site-level use of funding is determined though a needs assessment. Schools Plans for Student Achievement are aligned to the LCAP goals and actions are monitored through School Site Council, District Advisory Committees, and District Language Advisory Committees, and annual program and budget reviews.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The district has ongoing, regular monitoring of our goals and actions for effectiveness, areas that need improvement, supplemental areas that can be supported by federal funding, as well as administrative staff support for planning, data analysis, and budget alignment. Our strategic program and budget planning is a continuous process. Once state and local funding resources are accounted for, federal funds are then used to layer the remaining unfunded activities using the most current regulations and guidance for the supplemental federal funds.

- Federal funds are aimed at supplementing parent engagement through additional training, translations, and supplemental parent outreach programs.
- Federal funds aimed at supplementing professional development for teachers by supporting implementation of professional learning communities, math talks, both interdisciplinary and within grade levels, using Professional Learning Communities through Solution Tree and the Kern County Superintendent of Schools, ETUSD's district wide data analysis program to analyze student progress and drive intervention and instruction. Our professional development program for Professional Learning Communities will continue to support our teachers in both site-level and district wide collaborative planning practices that maximize student learning, and use formative assessments to guide instruction, intervention, and enrichment. In addition, we are incorporating those strategies with the highest effect size in order to improve students learning. (Hattie, 2012) Supplemental training for additional TK aides to enhance early literacy for unduplicated pupils, providing additional professional development for teachers in ELD instructional strategies, research based instructional strategies based on common core instruction, data analysis, and in-depth technology training in order to best monitor and implement instructional strategies and interventions that target student's needs. Additional literacy instructional staff provide intervention support services through in classroom scaffolding which has been proven to be most effective for all students but especially students with language acquisition needs.
- Finally, federal funds aimed at supplementing student achievement are used to enhance an additional credit recovery program utilizing PLATO, both during the school day and summer in order to increase graduation rates, enhance needed intervention during the school day for all three sites k-12, using the data derived from the district created benchmarks, SBAC results, and common formative assessments for the common core standards, and supplement a math summer school program for students in grades 9 – 12 in order to provide additional opportunities for credit recovery, intervention, and enrichment. Implementation of research-based strategies for common core instruction including explicit and systematic instruction, verbalization of thought processes, guided practice, modeling, corrective feedback, student self-assessment, microteaching, standardized rubric implementation, and structured discourse have enhanced learning opportunities for all students.

ETUSD will continue to enhance the climate of schools to improve student and parent engagement every day. Continuing quarterly ELAC, DAC, and School Site Council Meetings, increased attendance rates at back-to-school night, and the utilization of robocalls to remind parents of upcoming events.

All site-level use of funding is determined through a needs assessment. Schools Plans for Student Achievement are aligned to the LCAP goals and actions are monitored through School Site Council, District Advisory Committees, and District Language Advisory Committees, and annual program and budget reviews. We have integrated Title I, Title II, Title III and Title IV into our 2018-19 LCAP. In order to provide the extra supports needed to our students who are not meeting grade level standards, the following strategies are supplementing or primary initiatives using federal funding.

ESSA Provisions Addressed Within the LCAP

This section describes the provisions that are addressed in the LCAP. There is nothing to complete in this section.

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and

- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 <i>(as applicable)</i>

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 <i>(as applicable)</i>

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

This section describes the provision that are addressed in the Consolidated Application and Reporting System (CARS). There is nothing to complete in this section.

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

All LEAs receiving ESSA funds must respond to the Educator Equity provision in Title I, Part A

FOR QUESTIONS, PLEASE CONTACT THE TEACHER AND LEADER POLICY OFFICE AT TLPO@CDE.CA.GOV OR BY PHONE AT (916) 445-7331

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe the LEA's process for identifying disparities that result in low-income and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

The El Tejon Unified School District identifies disparities in teacher assignment through Education Data Management Division, Educator Excellence and Equity Division Through this tool and other means, the District then determines schools that are disproportionately staffed by ineffective, inexperienced, or out-of-field teachers, and seeks to provide additional resources like additional teacher positions, additional preparation time for new teachers, and funding for targeted professional development. All findings and decisions are shared with stakeholders during School Site Council meetings, District Advisory Committee Meetings, Public Board Meetings, and English Language Learner Advisory Committee Meetings. Teachers also present their professional development learning at public board meetings.

We currently have no teachers identified as ineffective however we have several inexperienced teachers working under STIP and PIP certifications. We also have two teachers teaching out-of-field at the high school. One teaching one period of drama, another teaching physical education.

The District also pursues a variety of remedies to assist inexperienced, or out-of-field teachers:

Inexperienced Teachers:

The work of our principals is crucial for the retention of new and inexperienced teachers in ETUSD. To promote the retention of these teachers and develop their growth in the teaching profession, principals:

- Facilitate weekly onsite professional development to inexperienced teachers and address areas of need: classroom management, routines and procedures, and lesson planning for success.
- Provide an on-site mentor teacher who is an immediate point of contact for the inexperienced teacher to address the teacher's need for classroom support, reflection on practice, and guidance in navigating the school system.
- Ensure that materials are provided to inexperienced teachers to support the set-up of the classroom and establishment as a member of the school site.
- Meet with inexperienced teachers individually to provide a space and venue for open feedback on their teachers' new experience and growth.
- Partner with KCSOS induction programs to learn more effective ways to bring teacher's training background at teacher preparation into the classroom experience.
- Develop an individual plan for inexperienced teachers and meet periodically with the teachers through the school year to monitor their progress using the standards for the teaching profession as well as the local evaluation tool.
- Additionally, District personnel at the Local District level work with principals, universities, and other support providers to coordinate the support and development of new and inexperienced teachers.

Out-of-Field Teachers:

District Office Staff provide alternative options available to assist with out-of-field teachers:

1. Education Code Options Available at NO Cost:
 1. Local Teaching Assignment Options:
 - Middle School Authorization (K-8)
 - Board Permit (9-12)
 2. University and District Internship options (in approved subjects).
1. CTC-Issued Documents (at cost to the employee)
 1. Provisional Intern Permit
 2. Short Term Staff Permit
 3. Supplemental Authorization
 4. Emergency CLAD/BCLAD permit

Low-income and minority students are not taught at higher by inexperienced and out-of-field teachers, but at the same rates as other students

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

Only LEAs with schools eligible for CSI, TSI, or ATSI must address ESSA Section 1112 (b)(3)

For questions regarding Title I, Part A, Parent and Family Engagement, please email titlei@cde.ca.gov

THIS ESSA PROVISION IS ADDRESSED BELOW:

ETUSD maintains strong parent and family engagement and shared leadership through our district parent committees, District Advisory and District English Learners Advisory Committee, School Site Councils, and Bond Oversight Committee. Furthermore, ETUSD maintains communication with parents and community members utilizing the Robocall system. Parents are invited to events such as Back-to-School Night, Parent Teacher Conferences, Harvest Festivals, plays, and School Carnival utilizing both the Robocall announcements and district webpages.

ETUSD schools have developed a written parent and family engagement policy jointly with parents and family members of participating children. Working closely with parent and stakeholders during School Site Council meetings, District Advisory Committee Meetings, Public Board Meetings, and English Language Learner Advisory Committee Meetings we review current policies, discuss implications and implementation, and revise, add to, or edit where needed. The goal of getting more parents informed and involved remains at the front of each discussion. The written policy is distributed to all parents, is posted on our website, and is reviewed with members of School Site Council District Advisory Committee, and English Learners Advisory Committees. Annually.

To ensure that parents understand state academic standards, state and local academic assessments, and how to monitor a child's progress and work with educators to improve the achievement of their children, parents and community members receive training at each site, we have incorporated the video "What are Smarter Balanced Assessments?" into our Back to School Night. It gives an in depth and understandable purpose for and results of the state assessment system. Furthermore, Access to resources for parents have been linked to our district website. We utilize AERIES parent portal where parents are given access to all interim and summative assessments as well as many formative assessments. The post-test results are also available for parents through the portal. State academic standards are discussed with parents during Back to School Night. They are also linked to the assessments in AERIES. Using the parent portal also provides parents with immediate access to teachers for questions regarding grades, assessment data, and state standards.

In order to foster parent involvement, during the first parent teacher conferences goals for student growth and standards achievement are explained. Parents are able to sit next to teachers to work through AERIES online features and letters are distributed with parent access codes for anyone unable to utilize the program and features. Resources are offered, and letters are sent home to parents explaining access to the portal, goals set for students, and resources for improving academic success.

Parent surveys go out yearly, and the results are discussed and evaluated and goals for the upcoming school year are set with teachers, staff and stakeholders during Back to School, School Site Council, and District Advisory Committee Meetings. Furthermore, moving into the 2019-2020 school year the district is involved in root cause analysis with Kern County Office of Education which will be used to make educational improvements and involve parents.

At the schools within El Tejon Unified School District, parents will be invited to participate in Title I Parent Meeting, which will meet to review the content and effectiveness of the Local Educational Agency's Title I Parent and Family Engagement Policy annually. Also, the Title I Parents will be invited to provide input into the Local Educational Agency Plan, while reviewing the coordination of the District's programs that have family engagement components. Interested parents will participate on the District Title I Meetings, in addition to serving on the District Advisory Committee, to learn more about and provide feedback on all Title I programs and budgets, not only on those related to parent and family engagement. In addition, parents will participate on parent and community leadership committees at the District, including the Parent Advisory Committee, the District English Learner Advisory Committee and the School Site Council. These parent and community leaders will be provided with trainings and multiple opportunities to provide input on a variety of District initiatives so that they can be provided with meaningful consultation on the quality and content of family engagement supports in the District. Various policies provide guidance to school sites and District offices to strengthen their parent and family engagement programs, and these policies will be reviewed annually to ensure that there is stakeholder input in establishing the policies.

To facilitate communication from schools to families, information will be provided through online postings and newsletters, with notices mailed home in a timely fashion and translated into languages parents can understand to the extent practicable. Families will receive Robocalls, if they opt in, providing them with critical school information. In addition, parents will have access to an online Parent Portal through which they can learn about their students' daily attendance, grades, test scores, Individualized Education Plan, English Learner status, graduation requirements, discipline records, transportation schedule, lunch application, health records and contact information. Gaining access to their children's school information through the Portal will allow for families and school staff to have the same foundational information about their students so that they can better focus on coordinating strategies for targeted support.

Facilitating the communication from parents to schools, parents will be provided with various opportunities for communicating with school and District staff. Through the online platform of AERIES, accessed through the Parent Portal, parents can communicate with their children's teachers over email, while reviewing specific assignments for each class online.

Families can also use traditional means of communicating with school and District staff by calling, visiting and writing. Appointments to confer with school teachers and other staff will be made directly with each school through email, phone calls or in person. Special accommodations will be made for communicating with families that have accessibility needs, with the school site translators providing material in multiple languages at schools upon request, and with the needs of disabled, homeless and migrant families being considered and addressed at each school site. The LEAs assured that parent involvement aligns with the LCAP stakeholder engagement process by providing information during all meetings, following a timeline established in the LCAP for stakeholder meetings, incorporating representatives from School Site Council, ELAC and DLAC meetings in our stakeholder meetings, and presenting parent involvement policy changes, opportunities for growth and ideas at both Stakeholder input meetings and LEA site meetings.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

For questions regarding the Title I, Part A, Neglected or Delinquent program, please contact Karen Steinhaus, Education Programs Consultant, in the Title I Policy and Program Guidance Office at KSteinhaus@cde.ca.gov or by phone at (916) 319-0946.

For questions regarding the Title I, Part A, Targeted Assisted program, please contact Lana Zhou, Education Programs Consultant, in the Title I Policy and Program Guidance Office at LZhou@cde.ca.gov or by phone at (916) 319-0956.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Strategies that strengthen the academic program include implementing researched based instructional strategies based on common core instruction. (Explicit and systematic instruction, verbalization of thought process, guided practice, modeling, corrective feedback, and project based learning.)

All ETUSD schools are receive school-wide designation and complete comprehensive needs assessments to ensure that all students, particularly those who are low-achieving, demonstrate proficiency or above levels of achievement. In addition, in all schools teachers collaborate both interdisciplinary and within grade levels/subject areas during negotiated district wide collaboration time on Wednesday afternoons. During the collaboration time they discuss and implement plans for ways to better meet the needs of students. Furthermore, renewal of AERIES, ETUSD's district wide data analysis program helps to analyze student progress in order to drive intervention and instruction to better meet the needs of our unduplicated students. Parents are able to analyze the data and contribute to the plan.

In addition, ETUSD offers Condor Academy, an independent study school run for students to access online learning using the PLATO academy, and an onsite teacher. It provides the parents with the home schooling benefits, smaller class sizes, and a nurturing blended environment. Credit Recovery is built into the day so that students can meet their regular education program requirements concurrently.

Our professional development program for Professional Learning Communities, Solution Tree will continue to support our teachers in both site-level and district wide collaborative planning practices that maximize student learning, and us formative assessments to guide instruction, intervention, and enrichment. In addition, we are incorporating those strategies with the highest effect size in order to improve students learning. (Hattie, 2012) Providing additional professional development for teachers in ELD instructional strategies, research based instructional strategies based on common core instruction, data analysis, and in-depth technology training in order to best monitor and implement instructional strategies and interventions that target student's needs.

El Tejon Unified School District implements the following strategies to increase parent engagement: parents will be invited to participate in Title I Parent Meeting, which will meet to review the content and effectiveness of the Local Educational Agency's Title I Parent and Family Engagement Policy annually. Also, the Title I Parents will be invited to provide input into the Local Educational Agency Plan, while reviewing the coordination of the District's programs that have family engagement components. Interested parents will participate on the District Title I Meetings, in addition to serving on the District Advisory Committee, to learn more about and provide feedback on all Title I programs and budgets, not only on those related to parent and family engagement. In addition, parents will participate on parent and community leadership committees at the District, including the Parent Advisory Committee, the District English Learner Advisory Committee and the School Site Council. These parent and community leaders will be provided with trainings and multiple

opportunities to provide input on a variety of District initiatives so that they can be provided with meaningful consultation on the quality and content of family engagement supports in the District. Various policies provide guidance to school sites and District offices to strengthen their parent and family engagement programs, and these policies will be reviewed annually to ensure that there is stakeholder input in establishing the policies. Furthermore, families are invited to parent teacher conferences scheduled for all sites in the district, advertised on all school and district webpages, sent via robocall and directly contacted by teachers. Families are invited, along with their children to district family nights such as: fall festival, winter program, talent show, AERIES parent portal training night, back to school night, spring carnival, quarterly awards assemblies, and fieldtrips.

N/A None of our schools are target assistance schools.

N/A None of students are in schools for children living in local institutions for neglected or delinquent children, and/or community day school programs.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

For questions regarding Title I, Part A, Homeless Reservation, please contact Lana Zhou, Education Programs Consultant, in the Title I Policy and Program Guidance Office at LZhou@cde.ca.gov or by phone at (916) 319-0956.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Currently the only services provided by the district is in the form of a liaison assigned and trained to update secretaries on enrolling, attendance, and any updated laws and regulations in order to success of homeless children and youths.

Student Transitions

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

For questions regarding Title I, Part A, Early Childhood Education, please contact Patricia Ramirez, Education Programs Assistant, in the Title I Policy and Program Guidance Office at PRamirez@cde.ca.gov or by phone at (916) 319-0787.

For questions regarding Title I, Part A, Transition Program, please contact Lana Zhou, Education Programs Consultant, in the Title I Policy and Program Guidance Office at LZhou@cde.ca.gov or by phone at (916) 319-0956.

THIS ESSA PROVISION IS ADDRESSED BELOW:

We currently provide a Title I transitional preschool class at the elementary school. The Single Plan for Student Achievement outlines the transition support services at the elementary site. The school district and its employees ensure the quality, comprehensive, and cohesive support services are provided to our schools and families.

Teachers collaborate both interdisciplinary and within grade levels/subject areas during negotiated district wide collaboration time on Wednesday afternoons. During the collaboration time they discuss and implement plans for ways to better meet the needs of students. Furthermore, renewal of AERIES, ETUSD's district wide data analysis program helps to analyze student progress in order to drive intervention and instruction to better meet the needs of our unduplicated students.

In secondary school the College and Career Readiness, Career and Technical Education pathways continue to expand options to prepare students for post-secondary education and future careers. We have added new courses and continued staff with qualified credentials to develop and instruct the pathways classes.

In addition, ETUSD offers Condor Academy, an independent study school run for students to access online learning using the PLATO academy, and an onsite teacher. It provides the parents with the home schooling benefits, smaller class sizes, and a nurturing blended environment.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

For questions regarding Title I, Part A, Transition Program, please contact Lana Zhou, Education Programs Consultant, in the Title I Policy and Program Guidance Office at LZhou@cde.ca.gov or by phone at (916) 319-0956.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A- LEA does not use funds for the following: (1) To assist schools in identifying and serving gifted and talented students and (2) To assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

TITLE I, PART D **COUNTY OFFICE ONLY**

Description of Program

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

For guidance regarding Title I, Part D, Neglected or Delinquent program, please contact Karen Steinhaus, Education Programs Consultant, in the Title I Policy and Program Guidance Office at KSteinhaus@cde.ca.gov or by phone at (916) 319-0946.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe the program to be assisted by Title I, Part D.

Formal Agreements

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe formal agreements, regarding the program to be assisted, between the LEA and correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

Comparable Education Program

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

Successful Transitions

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

Educational Needs

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

Parent and Family Involvement

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe how the program will be coordinated with other Federal, State, and local programs, such as programs under Title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth. Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

For questions and additional resources, please contact the Educator Excellence and Equity Division at EEED@cde.ca.gov or by phone at (916) 323-6440.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The LEA's system of professional growth and improvement for teachers from the beginning of their careers, throughout their careers, and through advancement opportunities include:

ETUSD in contract with Kern County Superintendent of Schools Induction Support Program supports the growth and development of general education, Multiple Subject or Single Subject preliminary credentialed teachers through a mentor model while simultaneously fulfilling Commission on Teacher Credentialing (CTC) guidelines for obtaining a clear credential. Induction Support Provider mentors provide intensive and individualized support that is aligned with current District initiatives and goals leading towards accelerating new teacher practice.

New Teacher Orientation

The orientation content includes classroom management, lesson planning, supporting EL learners and students with special needs, District initiatives, policies, compliance and classroom observations. As a condition of their employment, all teachers must attend prior to the start of their teaching assignment.

ETUSD professional learning system uses evidence based approaches such as focused, Professional Learning Communities which allows teachers to sustained learning that enables educators to acquire, implement, and assess improved practices. Data including, state dashboard results, individual student benchmarks scores, formative assessment results, interim assessment results, and summative assessments designed by teacher collaboration groups as the basis for profession learning priorities and designs. At ETUSD we use an Professional Learning Communities, Solution Tree model to enhance educators expertise and increase both teacher and students capacity to learn and thrive. We have created and implemented district wide professional learning community reflection sheet to monitor differentiated instruction and intervention within each classroom based upon findings in data analysis of district wide benchmarks and CFA's and to address achievement and opportunity disparities between student groups. Once those disparities are identified a plan is put into place to provide intervention or enrichment to meet the student's particular needs.

The LEA's system of professional growth and improvement for administrators from the beginning of their careers, throughout their careers, and through advancement opportunities include:

Provide professional development opportunities and administrators retreat to provide chances for collaboration and professional goals to align for the upcoming year.

Furthermore, weekly administrator's collaboration meetings are provided to address the needs of each administrator at their site, collaboration around root causes, and problem based inquiry.

The LEA's system of professional growth and improvement for school leadership from the beginning of their careers, throughout their careers, and through advancement opportunities include:

ETUSD has established Department Chairs in order to promote other school leaders. Department chairs are able to attend training courses based on the needs determined through data collection and collaboration. The department chairs are members of the Professional Learning Communities, Solution Tree and thus the communication and dissemination of information occurs during the collaborative process. Data including, state dashboard results, individual student benchmarks scores, formative assessment results, interim assessment results, and summative assessments designed by teacher collaboration groups as the basis for profession learning priorities and designs. At ETUSD we use Professional Learning Communities model to enhance educators' expertise and increase both teacher and students capacity to learn and thrive. We have created and implemented district wide professional learning community reflection sheet to monitor differentiated instruction and intervention within each classroom based upon findings in data analysis of district wide benchmarks and CFA's and to address achievement and opportunity disparities between student groups. Once those disparities are identified a plan is put into place to provide intervention or enrichment to meet the student's particular needs.

ETUSD professional learning system uses evidence-based approaches such as focused, Professional Learning Communities, Solution Tree which allows Department Chairs sustained learning that enables educators to acquire, implement, and assess improved practices.

Describe how the professional learning system facilitates the development of a shared purpose for student learning and collective responsibility for achieving it.

PLC Process follows an Impact Team model which coincides with school visions and goals. The expected school wide learning results (ESLRs) form the basis for curricular standards, teaching processes, instructional competencies, and evaluation of learning at El Tejon Unified School District. Our students learn to communicate effectively, solve problems, work cooperatively, learn independently, experience enrichment activities, and demonstrate respect for self and others through activities in the classroom and on the playground.

Superintendent conducts individual meetings with principals and students to set priorities for professional learning, and all resources needed for achievement.

LCAP goals and priorities are established from staff and parent surveys, data from the California Dashboard, as well as individual interviews. These goals are then consistently reviewed with administration. Goals are then set within all school site plans to support goals within the LCAP.

A cycle of continuous improvement is established through the processes of evaluation of the programs by all stakeholders including LCAP stakeholder meetings, School Site Council Meetings, District Advisory Committee, and all professional learning Professional Learning Communities, Solution Tree. The cycle involves reading the data, interpreting that data, collaborating on root causes, planning, implementing the plan, and reassessing the data to refine focus.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe the LEA's process for determining Title II, Part A funding among the schools it serves.

Funding is determined based on the student and teacher needs. The highest percentage of students need receive priority. However, since we are such a small school district, funding is pretty evenly divided.

The LEA meaningfully consults with teachers, principals, paraprofessionals, specialized support personnel, parents, and community partners regarding the prioritization of Title II, Part A funding for high needs schools during but not limited to School Site Council meetings, District Advisory Committee Meetings, Curriculum Committee Meetings, and professional learning community Professional Learning Communities, Solution Tree.

Title II funding is continuously evaluated for contributing to positive outcomes for high needs schools when evaluations of SPSAs and LCAP meetings are held. Furthermore, teacher evaluations and post evaluation plans are used to evaluate the teacher's role in meeting the needs of the students.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe the sources of data the LEA monitors to evaluate Title II, Part A activities and how often it analyzes this data.

ETUSD continues to provide needed professional development and induction support for teachers on researched based instructional strategies determined by teachers and administration including: ELD instructional strategies, data analysis, professional learning communities, implementation of newly adopted ELA curriculum district wide.

The district has ongoing and regular monitoring of our goals and actions for effectiveness as established in the LCAP. We discuss the LCAP goals regularly as they are the focus of the Professional Learning Communities, Solution Tree continuous improvement model.

The LEA meaningfully consults with teachers, principals, paraprofessionals, specialized support personnel, parents, and community partners regarding the prioritization of Title II, Part A funding for high needs schools during but not limited to School Site Council meetings, District Advisory Committee Meetings, Curriculum Committee Meetings, and professional learning community, Solution Tree. PLCs consult with stakeholders bi-weekly, while the School Site Council, District Advisory Committee, and Curriculum Committee consult with stakeholders quarterly.

Title II funding is continuously evaluated for contributing to positive outcomes for high needs schools when evaluations of SPSAs and LCAP meetings are held. Furthermore, teacher evaluations and post evaluation plans are used to evaluate the teacher's role in meeting the needs of the students.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

For questions and additional resources, please contact the Language Policy and Leadership Office at (916) 319-0845.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe how professional development activities specific to English learners/Title III purposes are:

Designed to improve the instruction and assessment of English learners.

Professional development was provided in each of these area: Project Based Learning, AERIES Technology, CA Dashboard, ELD Instructional Strategies, technology, ELD Curriculum. This professional development was designed to improve the instruction and assessment of English Learners by enhancing the instruction by providing additional focus on the use of ELD instructional strategies across the content area. Furthermore, the use of additional formative assessments for monitoring the progress of English Learners in enhancing the assessment techniques of teachers working with English Learners.

Designed to enhance the ability of teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, instructional strategies for English learners, and ELD standards implementation during designated and integrated ELD.

The districts primary professional development will focus on strengthening teacher efficacy through empowering teacher teams with a focus on collaborative inquiry into formative assessment data and instructional protocols. Professional Learning Communities, Solution Tree will focus on building expertise around developing assessment capable learners, giving students ownership of the learning process.

EL teachers at each school site will used enhanced monitor features like portfolio standards checks with their own EL students in addition to basic, overall monitoring practices. Focus for professional development will be based on assessment results and include additional support in the areas of listening, speaking, reading, and writing. Methods for monitoring, assessing, and implementation are effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of teachers.

Professional Development in the area of English Language Development will be provided to all teachers with English Learners. A focused attempt to include strategies to implement uniformly throughout all content areas will be the goal for professional development. Designated staff will attend professional development through the county office of education which will address the needs and requirements of English learners. A focus on vocabulary instruction is essential and will be addressed through Jeff Zwiers Academic Language and Literacy Professional Development as well as through regular on site staff development. On site trainings and collaboration sessions will be a focus to help build capacity and monitor progress for English learners and their teachers.

The use of formative assessments combined with additional professional development around the use of literacy strategies across the curriculum will increase students access and English language proficiency while substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of teachers. Kern County Superintendent of Schools will provide the onsite training at two sites in order to engage all members of the consortium. The training includes time to write language objectives that focus on increasing student language proficiency and direct the formative assessments in the classroom. Cycles of learning in Professional Learning Communities will then focus on the teaching strategies used to implement those language objectives and share results from the learning cycle at the next two trainings. The training itself incorporates 4 days across a 9 month span in order to be able to plan, teach, reflect, apply, assess and plan again. This process is of

sufficient intensity and duration to have a positive and lasting impact on the teachers' performance in the classroom.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

This provision pertains only to LEAs receiving immigrant subgrants under ESSA Section 3114 (d)(1)

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe the supplemental activities implemented that provide enhanced instructional opportunities for immigrant children and youth.

ETUSD will offer additional after school tutoring opportunities for all immigrant students. To improve the annual percentage of immigrant English Learners to become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics sub grant funding will be used to:

- Purchase supplemental materials to enhance instruction for our immigrant children and youth
- Purchase materials to enhance instruction for our immigrant children and youth
- Provide supplemental training and collaboration time for teachers on ELD and SDAIE strategies for immigrant children and youth.
- Provide tutorials and extended learning opportunities to help immigrant children and youth obtain proficiency in English and master grade level content.
- Provide additional training to parents of immigrant children and youth to promote parental and community participation in programs for immigrant children and youth.

Describe how the LEA meaningfully consults with stakeholders (teachers, principals, paraprofessionals, specialized support personnel, charter school leaders, parents, and community partners) regarding prioritizing Title III, Part A Immigrant funding for high needs schools.

The LEA meaningfully consults with teachers, principals, paraprofessionals, specialized support personnel, parents, and community partners regarding the prioritization of Title III, Part A Immigrant funding for high needs schools during but not limited to School Site Council meetings, District Advisory Committee Meetings, Curriculum Committee Meetings, and professional learning community.

Describe how the LEA considers sustainability for activities supported by Title III, Part A Immigrant funding.

When ETUSD consults with stakeholders to evaluate program effectiveness the resources for sustainability and cost are evaluated. If further costs are needed to continue the activity, then it is considered. However, in the case if strategies implemented by teachers following trainings and collaboration the cost is not an issue. Thus, if the program is successful, we consider other funding sources for sustainability.

Title III Programs and Activities

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe the effective programs and activities the LEA is implementing that will help ELs increase their language proficiency and meet the challenging State academic standards. Including, but not limited to: how the district addresses effective language instruction programs specific to English learners and the activities focused on English Learners and consistent with the purposes of Title III, that supplement the core program.

Professional Development in the area of English Language Development will be provided to all teachers with English Learners. A focused attempt to include strategies to implement uniformly throughout all content areas will be the goal for professional development. Designated staff will attend professional development through the county office of education which will address the needs and requirements of English learners. A focus on vocabulary instruction is essential and will be addressed through Jeff Zwiers Academic Language and Literacy Professional Development as well as through regular on-site staff development. On site trainings and collaboration sessions will be a focus to help build capacity and monitor progress for English learners and their teachers. To improve the annual percentage of English Learners become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics sub grant funding will be used to:

- Purchase supplemental materials to enhance instruction for our English Learners
- Purchase materials to enhance instruction for our English Learners
- Provide supplemental training and collaboration time for teachers on ELD and SDAIE strategies.
- Provide tutorials and extended learning opportunities to help English Learners obtain proficiency in English and master grade level content.
- Provide additional training to parents of English Learners to promote parental and community participation in programs for English Learners.

Stakeholder Engagement

How does the LEA meaningfully consult with stakeholders (teachers, principals, paraprofessionals, specialized instructional support personnel, parents and community members) regarding prioritizing Title III Part A funding for high needs schools

We prioritize Title III Part A funding for high needs schools. We receive less than 10,000 so we are part of a consortium in which is only one site. We have three school sites and base our priority on which site has the most need based on population and data.

The district reaches out to stakeholders by continuing quarterly ELAC, DAC, and School Site Council Meetings, increased attendance rates at back to school night, and the utilization of robocalls to remind parents of upcoming events and illicit their input and participation. Surveys are conducted on best times and meeting dates to accommodate as many parents as possible. Stakeholder meeting times are flexible to allow for maximum parent involvement. Food and child care services are provided when feasible. Interpreters are

provided as parent notices and robocalls are translated into Spanish. The information is then shared and input is gathered. We use multimedia presentations. Surveys are utilized for feedback, in addition to verbal communication. We present all research-based strategies and explain the reasoning behind the use. If concerns are expressed the reasoning is shared and discussed. Options, if available are offered and goals are set cooperatively. Furthermore, we include parents in the evaluation of the effectiveness of programs and past uses of Title III funding to increase understanding, input, and best practices.

What do stakeholders think the information suggests about how to improve activities moving forward? Stakeholders understand the goals for improving activities to move forward as well as the process for the evaluation and learning cycle.

Metrics

What are reasonable metrics for success and how can it be measured?

Increased scores on ELPAC, CAASPP, interim and progress monitoring assessments as well as overall scores for common core state standards testing are used to monitor progress and keep learning rotations flexible. The data is disaggregated to identify the needs of long-term English Learners, newcomers, specific grade levels, those specific to English Language Arts, and Math. This enables stakeholders to use specific strategies to meet the needs of the student.

What are interim progress and performance milestones that can be tracked? All assessments are labeled and tracked in AERIES. Interim assessments are administered at the end of each quarter and monitoring using CFAs are frequently provided within each unit of study and aligned with the standard being taught and learned. The CFAs are created during the Professional Learning Communities, Solution Tree and collaboration meetings at each grade level. Department chairs are leads in monitoring the standards and each child is discussed and evaluated for intervention, re-teaching, and enhancement.

Is there a need or capacity to examine the effectiveness of activities through research or a correlation study, or would performance data suffice?

Data suffices in the examining effectiveness because our numbers are so small we can adequately break down to the student level. Adequate data is collected on all English Learners on site. However, small numbers make it difficult to accurately monitor using the state accountability system, the dashboard.

What have participants in the activities shared about their experience and how the activities were implemented?

Parents and students' surveys report positive effects of the afterschool tutoring. They find it particularly helpful in cross curriculum studies.

English Proficiency and Academic Achievement

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

How will the LEA ensure that elementary and secondary schools assist English learners in achieving English proficiency and meeting challenging state standards?

Monitoring of instruction and learning takes many forms and is continuous in nature. Monitoring of instruction includes the evaluation of scores on ELPAC, CAASPP, interim and progress monitoring assessments as well as overall scores for common core state standards testing are used to monitor progress and keep learning rotations flexible. The data is disaggregated to identify the needs of long term English Learners, newcomers, specific grade levels, those specific to English Language Arts, and Math. This enables stakeholders to use specific strategies to meet the needs of the student.

It is critical to planning and delivering instructional strategies and activities that are effective and ensure actions to improve students' performance. Monitoring of student's assessment results as well as teacher evaluations and observations provide the information needed determine is the English learner is meeting the challenges laid out in the academic state standards.

How will sites be held accountable for meeting English acquisition progress for English Learners, including how stakeholders are involved and what interim metrics will be used to determine success?

Sites are held accountable during their weekly PLC Impact team meeting and through the development of their individualized plan for professional learning during observation cycles. Since scores are viewable immediately using the AERIES education system conversation and data are always available as an accountability to the student learning.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

For questions and additional resources, please contact Tom Herman, Education Administrator, School Health and Safety Office, at THerman@cde.ca.gov or by phone at (916) 319-0914.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Describe At the schools within El Tejon Unified School District, parents, teachers, and students will be invited to participate in survey and needs assessments. Needs assessment data is gathered by site administrators and present to all stakeholders which meets to discuss and review regularly during District Title I Meetings, District Advisory Committee, LCAP Stakeholder meeting, parent and community leadership committees at the District, including the Parent Advisory Committee, the District English Learner Advisory Committee, and the School Site Council. These parent and community leaders will be provided multiple opportunities to provide input on a variety of District initiatives so that they can be provided with meaningful consultation on the quality and content of programs that provide a well-rounded education, support safety and health in students, and that support the effective use of technology in the District.

In order Providing students with a well-rounded education including programs such as college and career counseling, STEM, arts, civics, and athletics. In order to provide programs that support safe and healthy students with comprehensive school mental health, drug and violence prevention, training on trauma-informed practices, and health and physical education. The district will adopt Safe School Ambassadors in grade 5-12 in order to establish student leadership, conflict resolution, training, and promote healthy choices. Title IV funds are also used to train and implement programs supporting the effective use of technology that is backed programs and activities that use music and the arts as tools to support student success through the promotion of constructive student engagement, problem-solving, and conflict resolution.

Describe the needs assessment of the LEA (Note: LEAs receiving a Student Support and Academic Achievement (SSAE) program allocation of less than \$30,000 are exempt from this requirement.

The district conducted a needs assessment with Kern County Office of Education and the results showed a significant need to address academic achievement particularly in math and for students with disabilities, student engagement, systems for and parent communication and engagement.

<https://docs.google.com/spreadsheets/d/1M--JQqdCBiOT1JRSPKyue8a47oVNFeELHEf4tPnu3Q/edit?usp=sharing>

KERN COUNTY CONSORTIUM SELPA
MEMORANDUM OF UNDERSTANDING
TRANSFER OF ERMHS FUNDS FROM MEMBER LEAS TO SELPA
(*RESC 6546-State Apportionment and RESC 3327-Federal Grant*)

This Memorandum of Understanding ("MOU") is made by and between the Kern County Consortium SELPA ("SELPA") and the member local educational agencies ("Member LEAs") of the Kern County Consortium SELPA: [*Beardsley Elementary School District, Blake Elementary School District, Buttonwillow Union School District, Caliente Union School District, DiGiorgio Elementary School District, Edison Elementary School District, El Tejon Unified School District, Elk Hill School District, Fairfax Elementary School District, General Shafter Elementary School District, Grow Academy (Arvin & Shafter), Kern County Superintendent of Schools – Alternative Education, Kernville Union Elementary School District, Lamont School District, Linns Valley-Poso Flat Union School District, Lost Hills Union School District, Maricopa Unified School District, McFarland Unified School District, McKittrick School District, Midway Elementary School District, Mojave Unified School District, Pond Elementary School District, Ridgecrest Elementary Academy for Language, Music, and Science, Richland School District, Semitropic School District, South Fork Union School District, Taft City School District, Taft Union High School District, Tehachapi Unified School District, Valley Oaks Charter School, Vineland School District, Wasco Union Elementary School District, Wasco Union High School District*]. The Governing Board of the SELPA and each Member LEA has approved this MOU and has authorized the execution of this MOU by an authorized agent. SELPA and the Member LEAs may be collectively referred to as the "Parties" or individually as a "Party."

Purpose of MOU

Whereas Under current law, state and federal funds for educationally-related mental health services ("ERMHS") for students eligible for special education and related services are distributed to the SELPA which then distributes these funds to Member LEAs in accordance with the SELPA Local Plan ("Local Plan") and SELPA Allocation Plan ("Allocation Plan"); and

Whereas The Governor's 2022-2023 State Budget includes a recommendation ("Proposal") that, effective for the 2023-2024 school year, all state and federal ERMHS funding shift from the SELPA and, instead, be distributed directly to each Member LEA; and

Whereas The Parties to this MOU have a history of collaborative local decision-making that, under the existing funding and allocation structure, has ensured that the full continuum of services, including ERMHS, is available to all students served by the SELPA; and

Whereas The Member LEAs recognize that, if the Proposal goes into effect, it will offer little benefit while making significant and unnecessary changes to the manner in which ERMHS services are provided; and

Whereas Changes from the Proposal are likely to result in program, funding, and staffing challenges that will impact the quality of services and thereby affect students, families, and staff across the SELPA; and

Whereas These changes and the resulting challenges and impacts will be particularly difficult on the students, parents, and staff of the smaller Member LEAs; and

Whereas To avoid the unnecessary changes and resulting consequences of the Proposal, the Parties desire to maintain the SELPA's previous structure for distributing state and federal ERMHS funds while also allocating 15% of each member LEAs ERMHS allocation to be included in a Residential Treatment Center (RTC) Placement SELPA Special Account for all member LEAs to have access to per the Residential Treatment procedures listed in the SELPA Procedural Manual.

Now, therefore, In consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby agree as follows:

1. MOU Conditioned on Proposal Going into Effect

The Parties agree that this MOU is conditioned on the adoption of the Proposal, or a similarly worded proposal, that distributes ERMHS funds directly to the Member LEAs instead of distributing them to the SELPA.

2. Effective Date

This MOU shall be effective as of the date of the last-executed signature below or the date on which the Proposal is adopted, whichever is later

3. Member LEAs Shall Transfer ERMHS Funds to SELPA

Member LEAs agree that the allocation for state principal apportionment for ERMHS, and any federal ERMHS funds distributed to them for the 2023-2024 fiscal year, or any subsequent fiscal year in which this MOU is in effect, will be immediately "S-transferred" to the Kern County Office of Education as the Administrative Unit ("AU") for the SELPA. This "S-Transfer" will be initiated by the Kern County Office of Education's Fiscal Services Department

4. ERMHS Funds to be Distributed in Accordance with Current Allocation Plan

SELPA agrees that all ERMHS funds transferred from the Member LEAs to the SELPA AU will be allocated pursuant to the SELPA's current ERMHS Allocation Plan.

5. Changes to ERMHS Programming

The Parties agree that, if any changes in ERMHS services are required because of the Proposal and/or implementation of this MOU, these changes will be determined by the SELPA Governing Board based on local needs.

6. Timeline for Planning and Review of Any Changes in ERMHS Services

The SELPA agrees that any changes to ERMHS services will be addressed using the procedures set forth in the SELPA's Program Transfer Policy and in accordance with Education Code section 56207.

7. Automatic Renewal

The Parties agree that this MOU shall be renewed automatically for each subsequent fiscal year unless and until the planning and review indicated in Section 6, above, takes place and the SELPA Governing Board takes formal action to change the service delivery model, program operators, or method of allocating ERMHS funding.

8. Superseded by Action of the SELPA Governing Board

Parties agree that this MOU and/or any of its terms will be superseded, and thereby rendered null and void, if the SELPA Governing Board, following SELPA procedures, makes changes to the service delivery model, program operators, Local Plan, and/or Allocation Plan affecting the subject matter of this MOU.

9. Severability/Waiver

If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

10. Execution of MOU Electronically and in Counterparts

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this MOU as of the date set next to the signatures below:

Dated:

6/27/23

By:



Sara Haflich, District Superintendent
El Tejon Unified School District

Agt.# 24-73225

Dated:

6.23.23

By:



Tina Foster, Chief Financial Operations Officer

Proposal for 2024 Developer Fee Justification Study



SchoolWorks, Inc.

www.schoolworksgis.com
(916) 733-0402

8700 Auburn Folsom Rd., #200
Granite Bay, CA 95746



LETTER OF INTEREST

July 1, 2023

El Tejon Unified School District
4337 Lebec Rd.
Lebec, CA 93243-0876
Phone: (661) 248-6247

RE: Proposal for 2024 Developer Fee Justification Study

Thank you for the opportunity to present this Proposal to prepare a Developer Fee Justification Study for the El Tejon Unified School District. This Proposal provides company information, key personnel, fees, work schedule, project approach, and references.

The purpose of a Developer Fee Justification Study is to justify the statutory fee rates for both residential and for commercial/industrial development.

SchoolWorks, Inc. is dedicated to developing trusting personal relationships with our clients. Our unique hands-on approach makes us more than just another facility planning consultant. We value integrity and going that extra mile to make sure we provide the highest quality service.

We would be honored to serve the El Tejon Unified School District. Thank you for your consideration and please do not hesitate to contact me personally if you have any questions.

Sincerely,



Ken Reynolds
President

DEVELOPER FEE JUSTIFICATION STUDY OVERVIEW

Developer fees are fees that are paid by property owners and developers to school districts to mitigate the impact created by new development within a school district's boundaries on the school facilities. Fees are typically paid to the school district as a condition of a property developer or owner obtaining a building permit from the city or county for a construction project.

Level 1 (Developer Fee Justification Study) fees are established by the State and are considered the basic mitigation fee. Justification for the fee can be shown if anticipated residential, commercial and industrial development within a district will impact it with additional students. The SAB adjusts the rates every two years.

The current rates adopted on February 23, 2022, are **\$4.79** per square foot for residential construction and **\$0.78** per square foot for commercial/industrial construction. The next proposed increase will be in **January 2024** at the State Allocation Board Meeting.



COMPANY INFORMATION

SchoolWorks, Inc. has an experienced team of professionals who have assisted school districts, both large and small, throughout the State of California for more than 25 years, with their facility planning issues.

January 2002 to Present: SchoolWorks, Inc. has been preparing Level 1 and Level 2 Developer Fee Studies for California school districts since its inception in January of 2002. The list of our 2018 Developer Fee Justification Study Clients can be found on Pages 13-17 of this document.

2000 to January 2002: School Facilities Planning and Management (SFP&M) Vice President Ken Reynolds and Staff, prepared Level 1 and Level 2 Developer Fee Studies. SchoolWorks, Inc. acquired SFP&M in 2010.

1994 to 2000: Ken Reynolds prepared Developer Fee Studies for Phase 1 Application Services.

SchoolWorks, Inc. has a substantial amount of experience preparing Developer Fee Studies.

SchoolWorks, Inc. has prepared over 400 Level 1 and Level 2 Developer Fee Studies since 2002.

SchoolWorks, Inc. has worked with all sizes of districts; from very small one-school districts to working with the largest district in California.

Since the SAB adjusted the Level 1 rate February 23, 2022, SchoolWorks, Inc. has contracted with over 125 school districts throughout California.



KEY PERSONNEL



Kenneth R. Reynolds

President and Founder

SchoolWorks, Inc.

As President and Founder of SchoolWorks, Mr. Reynolds has over 25 years of experience. Mr. Reynolds has assisted over 200 California school districts in applying for the maximum eligible State funding for new construction and modernization projects. Throughout his associations with district personnel, he has helped them solve their unique issues such as State funding assistance, developer fee justification, scenarios for boundary changes, calculating enrollment projections and developing functional Facility Master Plans.

Mr. Reynolds has assisted clients in making important decisions regarding facility planning issues by doing research, analyzing information and presenting the results to School Boards and Superintendents. He also has extensive experience working with the community and committees to collaborate and accomplish the goals of a project. Mr. Reynolds is the designer and programmer of SchoolWorks Facility Planning Software. He has presented at various workshops and conferences including CASH, ACSA, CASBO, CSBA and UC Riverside.

EDUCATION

Bachelor of Science Degree, Electrical and Electronics Engineering, California State University at Sacramento

PROFESSIONAL QUALIFICATIONS

- Over 25 years of experience in Demographic Studies
- Designer and programmer for SchoolWorks® Facility Planning Software
- Presenter at CASH, ACSA, CASBO, CSBA and UC Riverside and SchoolWorks workshops on GIS & Facility Planning
- Former Vice President of Phase 1 Application Services and School Facilities Planning & Management, Inc.
- Assisted over 200 California school districts in applying for the maximum eligible State funding for new construction and modernization projects

RESPONSIBILITIES

- Primary point of contact for SchoolWorks, Inc.
- Manages team tasks and scheduling
- Maintains communication with District
- Meets with District, as needed
- Presents final Study to Board of Trustees

RELEVANT EXPERIENCE

Demographic Studies

- Fairfield-Suisun Unified School District
- Liberty Union High School District
- Fresno Unified School District
- Val Verde Unified School District
- Vacaville Unified School District
- Santa Maria Bonita School District
- El Dorado Union High School District
- Orcutt School District
- Buckeye School District
- Burton School District
- Washington Unified School District

Developer Fee Studies

- Santa Maria Bonita School District
- Farmersville Unified School District
- Los Angeles Unified School District
- Coalinga-Huron Joint Unified School District
- Fairfield-Suisun Unified School District
- El Dorado Union High School District
- Gonzales Unified School District
- Live Oak Unified School District
- Chowchilla Union High School District

KATHY REYNOLDS, ASSOCIATE DIRECTOR



Kathy has been an employee of SchoolWorks, Inc. since 2005. She is the lead Project Manager for Developer Fee Studies. Kathy has been preparing Developer Fee Justification Studies for 13 years. She is the principal in charge of new housing development activities corresponding with both City and County Planning departments as well as local developers

EDUCATION

Master of Science - Biological Sciences
California State University Hayward

Certificate in Educational Facilities Planning,
UCR Extensions

JODI L. GRAYEM, OFFICE MANAGER



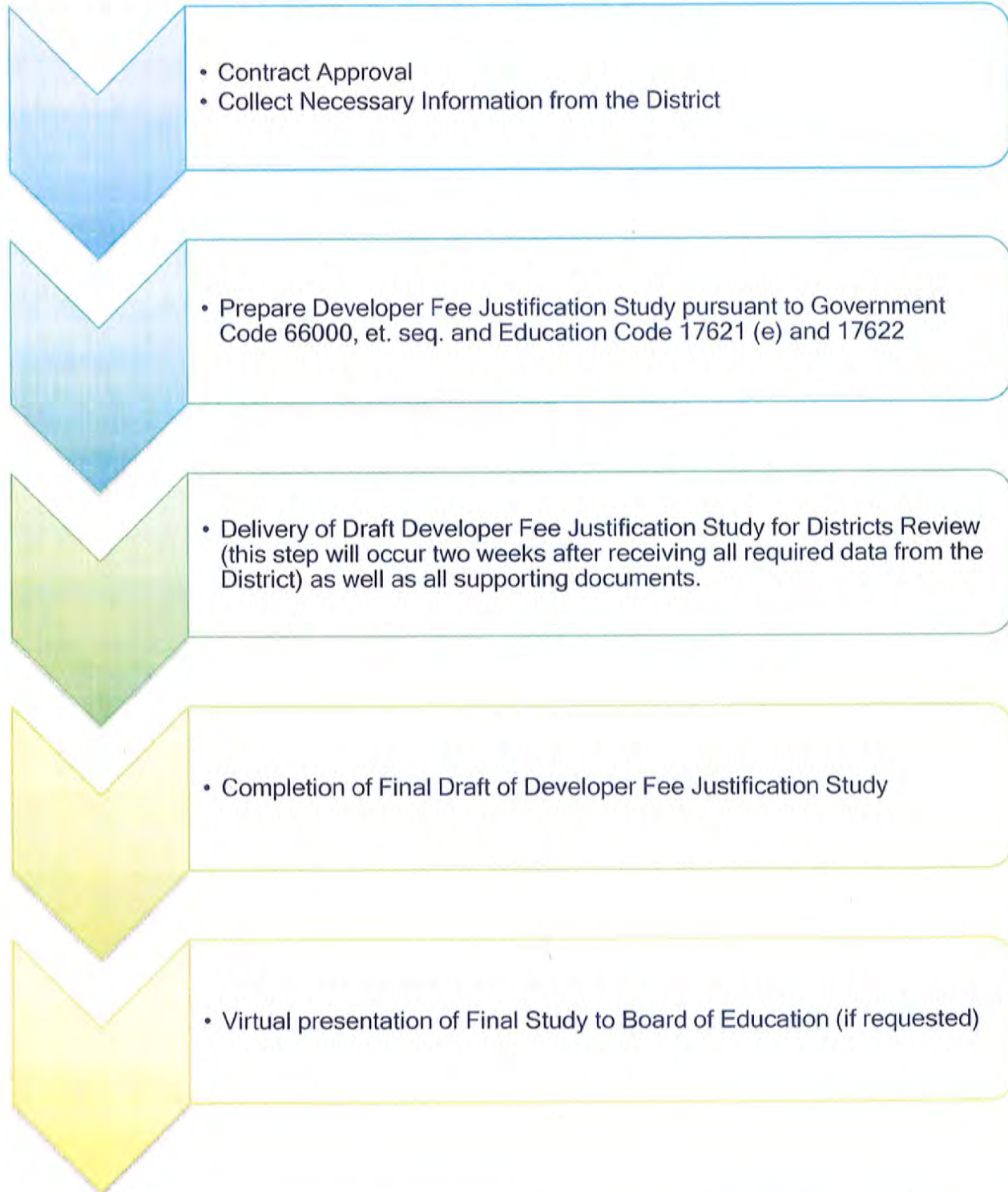
Jodi prepares the contracts and requests the information required to complete the studies as well as being the main point of contact for clients. She finalizes the Developer Fee Justification Studies, prepares the supporting documentation and emails the finalized studies and supporting documentation to the district.

EDUCATION

Bachelor of Arts - Child Development
California State University Sacramento

WORK SCHEDULE

Schedule Level 1: Developer Fee Justification Study



PROJECT APPROACH

1. The current enrollment and projected growth within the District's boundary is determined.
2. Determination of Local Student Generation Rates
3. The impact of new developments is determined by analyzing the proposed development projects and calculating the estimated number of students that will be generated from new housing.
4. Existing facility capacity is derived from the baseline capacities approved by the State along with any approved and funded projects that also increase the District's capacity.
5. The projected growth from developments is then loaded into existing facilities to the extent that there is available space.
6. Any unhoused students will generate a need for new facilities and an estimated cost is calculated, based on State allowances and local land values.
7. If any students from new development are to be housed in existing facilities, the need to modernize existing schools will be determined and the appropriate portion will be included in the facility cost.
8. The cost is then compared to the amount of projected new development (residential then commercial/industrial) to determine the amount of developer fees that are justified.

SchoolWorks, Inc. will request from the District:

- Current CALPADS/CBEDS (separated by school site and grade level)
- SAB 50-02 - Existing School Building Capacity
- Latest Audit Report
- Last two (2) years of Developer Fee Logs
- Copy of your previous Level 1 Justification Study
- List and cost of projects that the Developer Fees will be used for

SchoolWorks, Inc. will compile the following data used in the Study:

- 2020 Census data
- OPSC data
- Cost of land per acre
- County and City Planning Department development information

RESPONSIBILITIES OF SCHOOLWORKS, INC.

- Prepare Developer Fee Justification Study pursuant to Government Code 66000, et. Seq. and Education Code 17621 (e) and 17622
- Assist the District with a timeline for adoption of new Developer Fees, including a **Sample** Notice and **Sample** Resolution for the Public Hearing
- Virtual presentation of the Developer Fee Justification Study to the Board (if requested)
- Attend public hearing and respond to questions (Extra Charge)

QUALITY CONTROL

We have several points at which data is reviewed by our team. Jodi reviews data as it comes in from the school districts. A member of our team reviews every Study before a Draft is sent to the District. Our studies have also been reviewed by several lawyers for school districts including Los Angeles Unified School District.



FEE SCHEDULE

Item Description:	Cost
Level 1 Developer Fee Justification Study Total Cost	\$2,500

If SchoolWorks, Inc. presence is requested at a School Board meeting, the District will be billed at \$185 per hour plus travel time and expenses.

The amount billed is due within thirty (30) days of the date of the invoice. A late fee of 5% of the invoice amount will be charged if the amount due is not paid within sixty (60) days of the date of the invoice.

CONTRACT

SchoolWorks, Inc. will contract to perform the tasks enumerated above for the prices indicated. El Tejon Unified School District is authorized to enter into this agreement by Government Code 53060.

These services are chargeable to the District Capital Facility Funds.

El Tejon Unified School District

Vanessa Romero

Signature

Vanessa Romero

Name

Chief Business Officer I

Title

7-27-2023

Date

SchoolWorks, Inc

Ken Reynolds

Signature

Ken Reynolds

Name

President - SchoolWorks, Inc.

Title

July 1, 2023

Date

SALE OF SURPLUS PROPERTY

Bus #11 – 1988 Crown 84 Passenger – Lowest Bid to be accepted \$8,000

Bus #6 -

Bus #4 –

Van #39 –

Van #41 – Blue Minivan

DISPOSAL OF SURPLUS PROPERTY

SALE OF SURPLUS PROPERTY

Bus #11 – 1988 Crown 84 Passenger – Lowest Bid to be accepted \$8,000

Bus #6 – 2004 Blue Bird Transit School Bus- Lowest Bid to be accepted \$4,000

Van #39 – 2013 Ford Econoline E350 Super Duty Wagon- Lowest Bid to be accepted \$1,000

MEMORANDUM OF UNDERSTANDING

(Contract Hours and Services)

This Memorandum of Understanding (MOU) is entered into on July 30, 2023, by and between Live From Earth Music, Tim Kleiman, address 12723 Barbata Road, La Mirada Ca, 90638, and El Tejon Unified School District (ETUSD), Community Schools, address 4337 Lebec Road, Lebec, CA 93243-0876. The Live From Earth Music and ETUSD are collectively hereafter known as the "the Parties"

Upon acceptance and signatures by both Live From Earth Music and ETUSD this proposal becomes an agreement for services wherein each mutually agree as follow:

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

1. Live From Earth Music, Mr. and Mrs. Tim Kleiman shall:

- a) Provide Music education to families and students weekly
- b) Live From Earth Music will assist families by connecting them to music education
- c) Live From Earth Music, Mr. and Mrs. Tim Kleiman may prepare and present workshops for El Tejon students or parents, and/or arrange for workshop presenters, by request from relevant El Tejon staff.
- d) Live From Earth Music, Mr. and Mrs. Tim Kleiman will contact Corey Hansen as soon as possible if she is not available for one of its scheduled weekdays.
- e) Live From Earth Music, Mr. and Mrs. Tim Kleiman shall provide Music instruction during a 90 minute block at a minimum of one day per week, with a goal of two days per week.

2. ETUSD Shall:

- a) Provide a space for the Live From Earth Music, Mr. and Mrs. Tim Kleiman to meet with families.
- b) Provide a translator if needed and the translator agrees to confidentiality.
- c) Allow use of the copier and scanner to make copies or send items for families as needed.
- e) Provide transportation for after school activities
- f) Provide musical instruments for students as needed

3. ETUSD Understands:

- a) The Live From Earth Music, Mr. and Mrs. Tim Kleiman are mandated reporters.
- b) The Live From Earth Music, Mr. and Mrs. Tim Kleiman can share family/client information with school district staff but all information is to remain confidential

4. ETUSD agrees to Live From Earth Music, Mr. and Mrs. Tim Kleiman:

- a) \$3,950 for services provided from August 28, 2023 to December 22, 2023
- b) \$3,950 for services provided from January 9, 2024 to June 7, 2024

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for the period from June 12, 2023 to June 7, 2024 and may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended, modified, or canceled at any time in writing by mutual consent of both Parties.

GENERAL PROVISIONS

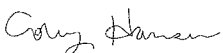
If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

This Agreement shall be signed by Live From Earth Music, Mr. and Mrs. Tim Kleiman, Principal Corey Hansen, and Sara Haflich, Superintendent, ETUSD and shall be effective as of the date first written above.

Live From Earth Music, Mr. and Mrs. Tim Kleiman

(Date)

Corey Hansen, Principal ETS



07/31/2023
(Date)

Sara Haflich, Superintendent, ETUSD

(Date)

AGREEMENT FOR CONSULTING SERVICES

RECITALS

This Agreement for Consulting Services (“Agreement”) is entered into this 2nd day of August 2023, by and between the El Tejon Unified School District (“District”) and Total School Solutions (“Consultant”).

I

District desires to retain a Consultant to perform special services, projects, and/or to provide advice specified below. District doesn’t employ internal staff or doesn’t have any internal staff currently available that is able to perform said services.

II

Consultant is specially trained, experienced and competent to perform such special services and render such advice.

TERMS

- 1. Services.** The Consultant shall provide ongoing consulting assistance in the area of food services as requested by the district during the 2023-24 school year. This term may be extended by mutual agreement.
- 2. Independent Contractor Status.** Consultant shall at all times during the term of this agreement serve as an independent contractor, and shall not represent itself, or its employees or contractors, as officers, agents, or employees of the District.
- 3. Compensation.** District agrees to pay Consultant for services rendered pursuant to this Agreement at a rate of \$225 per hour.
- 4. Scope of Services Provided**
 - a. Any additional services requested by the District or due to a condition existing in and/or caused by the District, rendered after prior written approval, shall be billed and reimbursed separately, in accordance with the TSS standard hourly fee schedule. Any out-of-pocket expenses will be billed at actual cost-plus 15 percent. These out-of-pocket costs include, but are not limited to, telephone, postage, travel and mileage.

In the event that the district cancels or postpones, a scheduled visit by the Consultant, with less than 48 hours’ notice, the Consultant shall be paid all expenses actually incurred as well as up to four hours of time.

5. Termination.

- a. By Consultant: Consultant may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for services rendered and hours worked to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.
- b. By District: District may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for the percentage (progress billing) of services rendered (hours worked if an

hourly contract), and any expenses incurred, to the date of the termination. Written notice by District shall be sufficient to stop further performance of services by Consultant.

- c. Consultant shall be relieved of the obligation to perform, and District shall not recover any damages, in the event that Consultant is prevented from performing by act of God or nature, fire, union strike, lockout, or seizure of materials, products, plants, facilities, or other such condition, upon satisfactory evidence being presented to District.

- 6. Indemnification.** Consultant shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers from any and all demands, losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, permitted, or suffered to be done by the Consultant in conjunction with this Agreement, unless the claims are caused by the gross negligence or willful misconduct of parties wholly unconnected to the Consultant.

The District shall indemnify and hold harmless the Consultant, its officers and employees from any and all demands, losses, liabilities, claims, suits, and actions arising from the gross negligence or willful misconduct of the District, its agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers.

- 7. Insurance.** The Consultant shall procure and maintain at all times during the term of this agreement insurance required of an independent contractor.
- 8. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

El Tejon School District
4337 Lebec Road
Lebec, CA 93243
ATTN: Vanessa Romero
Chief Business Official

Consultant

Total School Solutions
4751 Mangels Boulevard
Fairfield, CA 94534
ATTN: Tahir Ahad
President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 9. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument signed by the party against whom enforcement is sought.

10. California Law. This Agreement shall be governed by the laws of the State of California.

11. Waiver. The waiver by either party of any breach of the terms of this agreement shall not be deemed to waive the requirement of such term, covenant, or condition in whole or in part.

12. Severability. If any term, condition or provision of this Agreement is held invalid or illegal by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

13. Incorporation of Recitals and Exhibits. The recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

El Tejon School District

Total School Solutions, Consultant

By: _____

By: 

Title: Chief Business Official

Title: President

Dated: _____

Dated: August 2, 2023



EL TEJON UNIFIED SCHOOL DISTRICT INSTRUCTIONAL or ATHLETIC FIELD TRIP REQUEST

RECEIVED JUN 22 2023

SCHOOL SITE: Frazier Park School ☐ El Tejon School ☐ FMHS ☐ PMLC ☐

Please check applicable if Transportation needed: (Bus(es) ☐ No. of ☐) Van ☐ Ag Truck ☐ Other ☐

Please check here if driver is other than District Employee: ☐ Additional REQUIRED Forms COMPLETED: ☐

Date of Trip 3/20/24 - 3/24/24 Departure Time 8:30 am Return Time 8:30 pm

Location of Field Trip/Event: Sacramento Ca Miles One Way 315

Destination Address Golden One Arena City Sacramento State CA Zip 95814

Does driver need to stop for lunch? Yes ☐ No ☐ Number of lunches needed for trip ☐ OR: ☐ Not applicable

Contact Person Laurie Oliver Staff Attending ☐

Grades/Classes/Group ☐ Number of Students ☐

Applicable to Subject Area/Unit ☐

EXPECTED LEARNING OBJECTIVES: COMPLETION OF THIS SECTION IS REQUIRED FOR ALL ACADEMICALLY DRIVEN ACTIVITIES. A BRIEF OVERVIEW OF CLASSROOM ACTIVITIES, ACTIVITIES DURING TRIP OR AT DESTINATION, FOLLOW-UP AND/OR OVERALL INTEGRATION INTO UNIT OF STUDY, MUST BE IDENTIFIED.

- The conference encourages students to develop personal
- and team leadership skills,
- Discover a agricultural careers.
- Establish lasting friendships and strive for success

AND SEE ATTACHED ☐ 50 50

FUNDING SOURCE: AIG & ELOP Form Completed by ☐ Date ☐

APPROVAL:

Principal Corey Hansen Date 7 Sup't/Designat ☐ Date ☐

Trans. Supervisor ☐ Date ☐ Board Approval (Date of Meeting) ☐

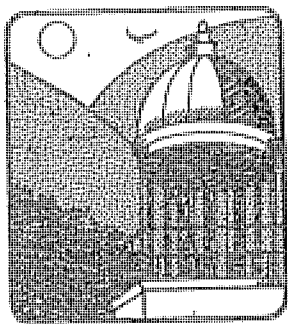
TRANSPORTATION:

Driver's Name ☐ Bus Number(s) ☐ Actual Student Count ☐

Bus Evacuation Reviewed as Required by 82.7 (Time) ☐ (Initials) ☐ Actual Departure Time ☐

Beginning Mileage ☐ Ending Mileage ☐ Total Trip Miles ☐ Actual Return Time ☐

THIS FORM MUST BE COMPLETED BEFORE BEING SUBMITTED FOR APPROVAL. INCOMPLETE FORMS WILL BE RETURNED TO THE REQUESTOR. ALL TRIPS THAT ARE FURTHER THAN 150 MILES ONE-WAY FROM DISTRICT POINT OF ORIGIN, MUST BE APPROVED BY THE GOVERNING BOARD OF TRUSTEES (See Board Policies #3541, #5143 and #5153). ALL DRIVERS NOT EMPLOYED BY THE DISTRICT MUST COMPLETE THE ETUSD TRANSPORTATION BULLETIN FORMS AND ADHERE TO ALL POLICIES AND PROCEDURES THEREIN.



El Tejon School

P.O. Box 876
Lebec, California 93243
(661) 248-6680 / 858-2062
Fax (661) 248-5203

Date: 3/10/24

Dear Parents,

Our class is planning a field trip to Sacramento, State Conference on 3/20/24. We will be leaving at 8:30am and returning at approximately 3/24/24 8pm. Please sign the consent form below and return it to the school with your child. Retain this top portion for your reference.

☐ A sack lunch will be needed: Provided by home or reserved through our cafeteria.

☒ There will be food available to purchase.

☐ A lunch will not be necessary for this trip.

☐ We are in need of parent volunteers to help chaperon. Call if you can help.

☒ Your child will arrive home after the regularly scheduled buses:

Comments: The conference encourages students to develop personal and team leadership skills, discover agricultural careers, establish lasting friendships and strive for success.

Respectfully,

Corey Hansen
Parent

Homeroom Teacher: _____ Date: _____

My child, _____ may participate on the field trip on _____.

Please be aware of my child's special health needs as noted:

☐ Allergies, Diabetes, Asthma, etc. _____

☐ Medication _____

☐ No special needs.

Parent permission acknowledges the liability limitation contained in Education Code Section 35330 which states that all persons making a field trip shall be deemed to have waived all claims against the District or State of California for injury, accident, illness, or death occurring during or by reason of the field trip. In the event of injury, school supervisors have my permission to secure medical treatment.

EMERGENCY PHONE: _____ / _____
Parent Signature _____

"Home of the Badgers"



Solution Tree, Inc. Purchase Agreement

Effective June 14, 2023, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and El Tejon USD ("Customer") located at 4337 Lebec Road Lebec, CA US 93243 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$19,500.00
Total	\$19,500.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$ 3,900.00	Upon execution of Agreement
Onsite Professional Development	\$15,600.00	November 17, 2023

3. Onsite Professional Development

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Rob Meyer ("Associate"), to disseminate information for Customer on the topic of *PLC at Work®* on November 15, 2023 to November 17, 2023.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. General Terms

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated



reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.



This Agreement is acknowledged and accepted by Customer and Solution Tree:

DocuSigned by:
Sara Haflich
884557A8166346B...

6/14/2023

Sara Haflich

Date

Superintendent

El Tejon USD

DocuSigned by:
Al Cummins
AC5A8CA77B4C485...

6/15/2023

Al Cummins

Date

Sr. Director of Professional Development

Solution Tree, Inc.

Office of Mary C. Barlow
Kern County Superintendent of Schools
Advocates for Children

Memorandum of Understanding
County Level Educational Services for K-6 Students
El Tejon Unified School District

The **Kern County Superintendent of Schools Office** and the **El Tejon Unified School District** have enjoyed an excellent working relationship for decades. The School District has the need for an educational placement for those students in kindergarten and grades 1-6 who have been expelled, require an alternative to expulsion or are seriously at-risk of being expelled. The Kern County Superintendent of Schools Office operates an elementary community school, but receives inadequate funding from the State of California. The **El Tejon Unified School District** would like to have a county-level alternative education placement available for all three types of students listed above. Based on this background, the following agreement is established by the two agencies:

1. Beginning on July 1, 2023 and continuing through the remainder of the 2023-2024 school year, the **El Tejon Unified School District** will pay to the **Kern County Superintendent of Schools Office** an amount equal to \$29.00 per student day of enrollment for any student who is a) enrolled in kindergarten or grades 1 through 6, b) expelled by the district board or referred by the district to the community school, and c) is enrolled in classroom instruction.
2. Beginning on July 1, 2023 and continuing through the remainder of the 2023-2024 school year, the Kern County Superintendent of Schools Office will accept both expelled and district referred K-6 students from the School District.
3. Following the conclusion of the contracted school year representatives of the School Districts and the Kern County Superintendent of Schools Office will meet, if necessary, to evaluate costs associated with operation of the program and establish a "per student day of enrollment" rate for the subsequent school year.
4. This agreement shall remain in effect through the 2023-2024 school year and charges associated with this agreement shall be billed at the conclusion of the school year. SUPERINTENDENT is authorized to transfer the amounts owing under this Agreement from the following DISTRICT Account Code 01-0000-0-5300.00-0000-720-010-00-000-0000. SUPERINTENDENT may transfer amounts owing for the annual fees following the end of each fiscal year this Agreement remains in effect.

**El Tejon Unified
SCHOOL DISTRICT**

**MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS**

By _____

By 

Signatory Name: Sara Hatlich
Title: Superintendent
Address: PO Box 876
Lebec, CA 93243

Signatory Name: Tina Foster
Title: Chief Financial Operations Officer
Address: 1300 17th Street, Bakersfield, CA 93301
Acct Code: 01-001-0000-0-8710.00-0000-0000-00-2420-000

Date: _____

Date: 6-15-23

Williams Settlement - Fourth Quarterly Report: April-June 2023

This report summarizes 4th quarter activities: Teacher Misassignment/Vacancy Review Date Distributed: 07/10/2023

District: **El Tejon Unified School District**

School: **El Tejon Elementary**

Grade Levels: **5-8**

Review Date: **08/26/22**

INSTRUCTIONAL MATERIALS REVIEW:

Review conducted this quarter: NO

- | | | |
|----------------------|---|------------|
| 1. ELA / ELD | - | Sufficient |
| 2. Math | - | Sufficient |
| 3. Social Studies | - | Sufficient |
| 4. Science | - | Sufficient |
| 5. Health | - | N/A |
| 6. Foreign Language | - | N/A |
| 7. Special Education | - | Sufficient |

FACILITY INSPECTION REVIEW:

Review conducted this quarter: NO

- | | | |
|-------------------|---|-----------|
| 1. Overall Rating | - | 99.26% |
| 2. School Rating | - | Exemplary |
| 3. Deficiencies | - | None |

A. Library

1. Electrical panel and thermostats blocked by shelving, not able to resolve while onsite – **Completed 9/26/22 photos on file**

B. RR Girls (7/8)

1. Extensive paint peeling from ceiling – **Repaired 9/26/22 photos on file**

SCHOOL ACCOUNTABILITY REPORT CARD (SARC):

Review conducted this quarter: NO

Review Date (on-line): 2/28/2023

Instructional Materials Discrepancies: NO

Facility Conditions Discrepancies: NO

The SARC was found to be correctly posted to the CDE website.

Williams Settlement - Fourth Quarterly Report: April-June 2023

This report summarizes 4th quarter activities: Teacher Misassignment/Vacancy Review Date Distributed: 07/10/2023

TEACHER MISASSIGNMENT AND VACANCY REVIEW:

Review conducted this quarter: NO

Teacher Misassignment and Vacancy information is expected to be included on the annual report scheduled for distribution in mid-November, to report:

- Number of misassignments
- Number of misassignments corrected within 30 calendar days
- Number of classes in which the teacher was lacking the appropriate authorization/training to teach English Language Learners and 20% or more of students were English Language Learners
- Number of teacher vacancies
- Number of teacher vacancies filled this quarter

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: **El Tejon Unified**

Person completing this form: **Sara Haflich** Title: **Superintendent**

Quarterly Report Submission Date: (check one)

<input type="checkbox"/>	Oct 1, 2022 (for period Jul 1 – Sep 30)
<input type="checkbox"/>	Jan 1, 2023 (for period Oct 1 – Dec 31)
<input type="checkbox"/>	April 1, 2023 (for period Jan 1 – Mar 31)
<input checked="" type="checkbox"/>	July 1, 2023 (for period Apr 1 – Jun 30)

Date for information to be reported publicly at governing board meeting: **August 9, 2023.**

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Mis-assignment	0		
Facilities Conditions	0		
TOTALS	0		

Sara Haflich

Print Name of District Superintendent



Signature of District Superintendent

**Aeries® Student Information Software
Master Services Agreement.**

1. Introduction.

This is an Agreement between Aeries Software, Inc., located at 770 The City Drive South, Suite 6500, Orange, CA 92868 (hereinafter "AERIES SOFTWARE") and its customer El Tejon Unified School District, a public agency, ("hereinafter "DISTRICT"), under the terms and conditions of which AERIES SOFTWARE and DISTRICT are hereby contracting for maintenance and support of previously Licensed Aeries Student Information Software. The effective date for purposes of the interpretation of the Agreement shall be July 1, 2023.

2. Maintenance and Support Responsibilities.

In exchange for payment by DISTRICT under the terms and conditions of the Agreement, AERIES SOFTWARE will provide DISTRICT with support and maintenance services for the Licensed Software for the length of time specified below. Under the terms and conditions set forth below, AERIES SOFTWARE will make reasonable consulting services, technical advice, and support available to DISTRICT. Such services will be provided by phone or by electronic mail. Further, AERIES SOFTWARE will use reasonable efforts to make the Licensed Software or any module thereof perform substantially in accordance with the product description set forth in the documentation that accompanies the Licensed Software, as it may exist from time to time. AERIES SOFTWARE shall correct any failure of the Licensed Software or any Module including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Licensed Software so that it operates properly.

Further, AERIES SOFTWARE shall provide support as follows:

(a) All requests for support shall be made during normal business hours (7:30 a.m. to 4:30 p.m. Pacific Time, Monday through Friday, other than legal holidays and days designated by AERIES SOFTWARE as non-workdays). A complete list of legal holidays and days designated by AERIES SOFTWARE as non-workdays is posted on AERIES SOFTWARE's Web site. No further notice will be provided.

(b) During the term of this Agreement, AERIES SOFTWARE shall make available to DISTRICT via the AERIES SOFTWARE Website Corrections, Updates, Enhancements, Improvements, and Releases to the Licensed Software, as they are made generally available to other AERIES SOFTWARE clients.

(c) Notwithstanding the provisions of this Section, AERIES SOFTWARE may terminate support with regard to the Licensed Software upon thirty (30) days written notice if (i) DISTRICT fails to remain within at least ninety (90) calendar days of AERIES SOFTWARE's most then-current production release of the Licensed Software and the failure to remain within ninety (90) calendar days of AERIES SOFTWARE's most then-

current production release of the Licensed Software is not disputed by DISTRICT, or (ii) DISTRICT fails to pay undisputed invoices for support.

(d) Notwithstanding the provisions of this Section, AERIES SOFTWARE may terminate support with regard to the Licensed Software upon thirty (30) days written notice if DISTRICT fails or refuses to (i) fully cooperate with AERIES SOFTWARE, (ii) act in reasonable accordance with AERIES SOFTWARE's requests and requirements, (iii) respond in a reasonable time and manner to AERIES SOFTWARE's written notice or inquiry, or (iv) otherwise act in good faith in furtherance of the material terms and conditions of this Agreement.

(e) AERIES SOFTWARE is aware that the DISTRICT is obligated to know, understand, and comply with various State and Federal statutes, programs, and protocols, including but not limited to the California Longitudinal Pupil Achievement Data System (CALPADS) and the California state reporting requirements for Local Education Agencies (LEA), and, while AERIES SOFTWARE does not receive direct communication from all State and Federal agencies about all said requirements, AERIES SOFTWARE is committed to taking reasonable steps and using its best efforts to assist DISTRICT in complying therewith based upon information as it is provided to AERIES SOFTWARE by its customers.

3. Updates and Other Changes.

During the term of this Agreement, AERIES SOFTWARE shall make available to DISTRICT via the AERIES SOFTWARE Website Corrections, Updates, Enhancements, Improvements, and Releases to the Licensed Software, as they are made generally available to other AERIES SOFTWARE clients.

4. Term of Agreement:

The term of this Agreement Shall commence on July 1, 2023, through June 30, 2024, unless terminated by the parties hereto. The renewal of subsequent years shall cover the twelve (12) calendar month period from July 1st through the following June 30th annually.

On condition that DISTRICT has been in compliance with the terms and conditions of this Agreement for the duration of the preceding License Term, the license, including maintenance and support services provided by AERIES SOFTWARE, may be extended by DISTRICT'S payment to AERIES SOFTWARE of the then current AERIES SOFTWARE annual licensing fee for the Aeries® software within thirty (30) days following expiration of the preceding license period. Said license, support, and maintenance may be renewed annually thereafter by subsequent payments on a subscription basis.

5. Cost.

In consideration of the limited license granted under this Agreement, DISTRICT shall pay AERIES SOFTWARE at a per student rate for all services indicated in the attached Annual Invoice; M&S-9465.

6. Aeries Communications

Additional terms and conditions related to the use of Aeries Communications powered by ParentSquare are available at <https://www.parentsquare.com/agreement/>.

7. Termination.

In addition to any other provision in this Agreement allowing a party to terminate this Agreement in whole or in part, and without limiting any other remedies available at law, in equity, or under this Agreement, if either party materially or repeatedly defaults in the performance of any of its duties or obligations under this Agreement, and: (1) within thirty (30) days after written notice is given to the defaulting party specifying the default, it is not cured to the reasonable satisfaction of the party giving the notice of default, or (2) with respect to those defaults that cannot reasonably be cured within thirty (30) days, if the defaulting party fails to commence curing the default within fifteen (15) days after receipt of the notice of default, and to continue proceeding with all due diligence to cure the default, then the party not in default may terminate this Agreement by giving written notice of termination to the defaulting party, which termination shall be effective immediately upon receipt of the notice of termination. If the default is incapable of being cured, then the thirty (30) day cure period shall not apply, and notice of termination may be given directly by the party not in default. If termination of this Agreement for any reason results in the DISTRICT'S need for services from AERIES SOFTWARE of any type, AERIES SOFTWARE shall be paid at its then current rates for such services. AERIES SOFTWARE may terminate support with regard to the Licensed Software upon ninety (90) days written notice if (i) DISTRICT fails to pay undisputed invoices for support. Notwithstanding the provisions of this Section, AERIES SOFTWARE may terminate support with regard to the Licensed Software upon thirty (30) days written notice if DISTRICT fails or refuses to (ii) fully cooperate with AERIES SOFTWARE, (iii) act in reasonable accordance with AERIES SOFTWARE'S requests and requirements, (iv) respond in a reasonable time and manner to AERIES SOFTWARE'S written notice or inquiry, or (v) otherwise act in good faith in furtherance of the material terms and conditions of this Agreement.

8. General Provisions

Modification. The terms and conditions of the Agreement may not be altered, amended, or modified unless set forth in writing and the writing has been signed by AERIES SOFTWARE and DISTRICT.

Waiver. All waivers under this Agreement shall be in writing in order to be effective. No waiver by a party of any breach of this Agreement or waiver of any warranty, representation, or other provision hereunder shall be deemed to be a waiver of any other breach, warranty, representation, or provision (whether preceding or succeeding, and whether or not of the same or similar nature), and no acceptance of performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation, warranty, or other provision, whether or not the party accepting performance knows of such breach at the time of acceptance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right of the non-defaulting party under this Agreement.

Independent Contractor. AERIES SOFTWARE acknowledges that it is at all times acting as an independent contractor under this Agreement and except as specifically provided herein, not as an agent, employee, or partner of DISTRICT. AERIES SOFTWARE agrees to be solely responsible for all matters relating to compensation of its employees, including but not limited to compliance with laws governing workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.

Choice of Law. This Agreement shall be construed under and in accordance with the laws of the State of California.

Venue. The parties expressly agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Orange, State of California. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

Agreement Drafted by All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

Terminology. All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and *vice versa*.

Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all the signatories hereto have signed a counterpart of this Agreement.

Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (2) by bonded courier or by a nationally recognized overnight delivery company; or (3) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this section):

TO: DISTRICT @

Technology Department
El Tejon Unified School District
PO Box 876
Lebec, CA 93243-876

TO: AERIES SOFTWARE @

Aeries Software, Inc.
770 The City Drive South, Suite 6500
Orange, CA 92868

and to

David Christopher Baker
Law Offices of David C. Baker
3 Park Plaza #1520
Irvine, CA 92614

Notice shall be deemed received on the earliest, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or overnight delivery company; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

Entire Agreement. This Agreement contains the entire agreement between AERIES SOFTWARE and DISTRICT with respect to support and maintenance of the

Licensed Software, and it supersedes all other prior and contemporary agreements, understandings, and commitments between AERIES SOFTWARE and DISTRICT with respect to support and maintenance of the Licensed Software. This Agreement shall have no effect on any written software licensing agreement existing by and between the parties, the terms and conditions of which shall supersede and control any of the terms and conditions of this Agreement. This agreement incorporates by reference any previously executed Software License Agreement for Aeries (also known as Easy 95, Easy 96, Easy 97, Easy 98 and Easy 99).

Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

Mediation of Disputes. AERIES SOFTWARE and DISTRICT agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action.

Attorneys' Fees. Should either party to this Agreement institute any action or proceeding, to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement, otherwise arising under this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorney's fees, incurred by the prevailing party in such arbitration, action or proceeding.

Attachment. This agreement for Aeries® Student Information Software Maintenance and Support incorporates by reference the attached AERIES SOFTWARE invoice M&S-9465.

**Data Hosting Agreement -
Addendum to Software License Agreement**

This Data Hosting Services Agreement (the "Hosting Agreement") is entered into by and between Aeries Software, Inc. (hereinafter "AERIES SOFTWARE") and its customer El Tejon Unified School District, a public agency, (hereinafter "DISTRICT"), for the provision of student information and data hosting services by AERIES SOFTWARE to DISTRICT.

Recitals

WHEREAS, AERIES SOFTWARE and DISTRICT have entered into a Master Services Agreement whereby AERIES SOFTWARE has agreed to license to DISTRICT the use of AERIES SOFTWARE's proprietary Aeries® Student Information Software (the Aeries® Software),

WHEREAS, AERIES SOFTWARE has the capacity to host the student information and related data that DISTRICT intends to use in connection with its licensed usage of the Aeries® Software; and

WHEREAS, DISTRICT desires for AERIES SOFTWARE to host the student information and related data that DISTRICT intends to use in connection with its licensed usage of the Aeries® Software;

Agreement

1. Hosting Services. AERIES SOFTWARE hereby grants DISTRICT a non-exclusive, non-transferable, worldwide right to use the AERIES SOFTWARE computer servers, subject to the terms and conditions of this Agreement for the creation, management, delivery, and tracking of student information and related data content for internal use and for use by third party. AERIES SOFTWARE shall host the Aeries® Software and the associated DISTRICT student information and related data entered or submitted by DISTRICT at its existing data center facility for the period specified in the Master Services Agreement. Except for downtime for scheduled maintenance, AERIES SOFTWARE shall make commercial best efforts to make the Aeries® Software and DISTRICT's student information and related data available to users twenty-four (24) hours a day, seven (7) days a week. Notice of scheduled maintenance shall be provided to DISTRICT via email, the web, or telephone before the scheduled maintenance. AERIES SOFTWARE shall be financially and operationally responsible for the hosting environment including maintenance, repair, replacement and upgrade, and the performance, availability, reliability, compatibility and interoperability of the Aeries® Software and hosting environment. AERIES SOFTWARE shall provide the hosting services through a telecommunications connection to DISTRICT via the Internet. DISTRICT's telecommunications connection capability to the Internet and DISTRICT's ability to connect to the AERIES SOFTWARE data center facility is the sole responsibility of DISTRICT. AERIES SOFTWARE shall not be responsible for

DISTRICT's telecommunications connection capability to the AERIES SOFTWARE data center facility. The equipment, connectivity and other items located at AERIES SOFTWARE's existing data center facility are included within the hosting environment and access to be provided by AERIES SOFTWARE under this Section. All rights not expressly granted to DISTRICT are reserved by AERIES SOFTWARE. DISTRICT agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Aeries® Software.

2. Student Information and Data Creation. DISTRICT shall be solely responsible for the creation of any and all student information and data hosted by AERIES SOFTWARE pursuant to this Hosting Agreement as well as the input, amendment, revision, correction, redaction, and removal of said information and data for the entire term of this Hosting Agreement. DISTRICT is responsible for obtaining access to the Internet using Software and hardware that meet AERIES SOFTWARE's minimum requirements, including security requirements. AERIES SOFTWARE will not be responsible for and shall not input any student information or data on behalf of DISTRICT and shall not make any changes to the student information or data except as specifically requested by DISTRICT and agreed to beforehand, in writing, by AERIES SOFTWARE. DISTRICT shall be solely responsible for the accuracy of all student information and related data entered by or on behalf of DISTRICT and AERIES SOFTWARE shall have no responsibility whatsoever to determine or ensure the reliability of any such information and data.

3. Security. AERIES SOFTWARE shall maintain the confidentiality of the student information and related data that is input by DISTRICT and shall take all steps reasonably necessary to maintain the confidentiality thereof as well as to protect the privacy rights of the individuals about whom the student information and related data pertains. However, AERIES SOFTWARE shall comply with all California State and U.S. Federal statutes and regulations regarding the release of student information and related data, including but not limited to applicable court orders. Further, AERIES SOFTWARE will not refuse to comply with a valid court order regarding the release of such information solely based upon instructions from DISTRICT or any other third party. DISTRICT acknowledges that AERIES SOFTWARE does not control the transfer of data over telecommunications facilities, including the Internet. AERIES SOFTWARE does not warrant secure operation of the services or that it will be able to prevent third party disruptions of the hosting environment.

4. Confidentiality. Neither party shall, without written consent of the other, or as specified below, communicate confidential information of the other designated in writing to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information. Both parties' obligations of confidentiality and nondisclosure shall not apply to disclosures to such parties counsel or other advisors or to a court, arbitration panel or other similar body, in the event such party has a bona fide dispute with the other party regarding this Agreement. Both parties further agree that all confidential commitments hereunder shall survive any termination or expiration of the Agreement.

5. Account Name and Passwords. DISTRICT is responsible for the confidentiality and use of its account name(s) and password(s). AERIES SOFTWARE will deem any communication, data transfer, or use of the hosting system received under DISTRICT account name and password to be for DISTRICT's benefit and use. DISTRICT agrees to notify AERIES SOFTWARE if the account name or password is lost, stolen, or being used in an unauthorized manner. DISTRICT represents and warrants that it has the rights to all DISTRICT student information and related data, including the right to upload DISTRICT information and data to the host server in connection with its authorized use of the hosting system. DISTRICT agrees that DISTRICT Data and its use do not infringe the rights of any third party and agrees to indemnify and hold AERIES SOFTWARE harmless from any third-party claims of infringement under the same terms and conditions as set forth below.

6. Ownership of Data and License. DISTRICT shall retain ownership of all DISTRICT student information and related data stored or retrieved in connection with use of the hosting system, which data shall be subject to the confidentiality provisions set forth herein. DISTRICT agrees that back-up or archival of DISTRICT student information and related data is not an infringement of any Intellectual Property Rights of DISTRICT or any third party. DISTRICT agrees that it will not store data on the host server that is subject to the rights of any third parties without first obtaining all required authorizations and rights in writing from such third parties. When required, DISTRICT agrees to access the hosting system and to store and retrieve data using third party programs, including specifically Internet "browser" programs, that support data security protocols compatible with those specified by AERIES SOFTWARE.

7. Intellectual Property Ownership. AERIES SOFTWARE (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the AERIES SOFTWARE technology, the content (excluding DISTRICT student information and related data) and the service, including but not limited to the Aeries® Student Information Software. In the event DISTRICT provides any suggestions, ideas, enhancement requests, or feedback ("Feedback") to AERIES SOFTWARE with respect to the service, DISTRICT agrees that AERIES SOFTWARE may freely use, disclose, reproduce, license, distribute and otherwise commercialize the feedback in any AERIES SOFTWARE product or service. This Data Hosting Agreement is not a sale and does not convey any rights of ownership in or related to the Service, the AERIES SOFTWARE technology or the Intellectual Property Rights owned by AERIES SOFTWARE. The AERIES SOFTWARE name, including but not limited to Aeries®, the AERIES SOFTWARE logo, and the product names including AERIES SOFTWARE's Aeries® Student Information Software associated with the service are trademarks of AERIES SOFTWARE or third parties, and no right or license is granted to use them. AERIES SOFTWARE retains all title, copyright, Intellectual Property Rights and other proprietary rights in the hosting system. DISTRICT does not acquire any rights, express or implied, in the hosting system, other than those specified in the Data Hosting Agreement. DISTRICT agrees that it will not use the hosting system for inappropriate, improper, or offensive content or commerce; copyrighted materials to

which DISTRICT does not have appropriate rights; materials offensive to community standards; or other materials prohibited by applicable international, Federal, state, or local laws and regulations. DISTRICT agrees to fully comply with all Federal, state, and local privacy laws in connection with use of the hosting system and service.

8. Term and Termination. DISTRICT's rights to use the hosting system and services shall remain in effect for the term specified in the separate Master Services Agreement and may be extended in accordance therewith unless terminated by either party hereto. AERIES SOFTWARE may suspend all services immediately if DISTRICT commits a material breach of this Agreement and/or the Master Services Agreement. Termination of this Agreement shall not prevent AERIES SOFTWARE from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve DISTRICT's obligation to pay all fees that have accrued or are otherwise owed by DISTRICT under the Master Services Agreement or under this Data Hosting Agreement. Upon termination of this Data Hosting Agreement, DISTRICT shall no longer have any access to the hosting system.

9. INDEMNITY, WARRANTIES, REMEDIES.

9.1 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS DATA HOSTING AGREEMENT OR THE SEPARATE MASTER SERVICES AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT OR INFORMATION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AERIES SOFTWARE DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES WILL MEET DISTRICT's REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY DISTRICT THROUGH THE SERVICES PROVIDED BY AERIES SOFTWARE WILL MEET DISTRICT's REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE HOST SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT AND INFORMATION IS PROVIDED STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.2. INTERNET DELAYS. THE SERVICES PROVIDED BY AERIES SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER

PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AERIES SOFTWARE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9.3. Representations and Warranties. AERIES SOFTWARE represents and warrants that: (a) its hosting system and services will perform in conformity with its documentation, manuals, and specifications, (b) to its knowledge, there are no suits or proceedings pending or threatened which allege any infringement of any third party Intellectual Property Rights, and (c) it has the valid right to grant to DISTRICT all rights to the hosting system and service as granted herein.

9.5. Exclusive Remedies. For any breach of the warranties contained or implied herein, DISTRICT's exclusive remedy, and AERIES SOFTWARE's entire liability, shall be:

A. For hosting system: The correction of Hosting Program errors that caused breach of the warranty. Any error not reported to AERIES SOFTWARE by DISTRICT within sixty (60) days of its discovery will be deemed waived and accepted by DISTRICT.

B. For all other services: The re-performance of the services, provided that DISTRICT notifies AERIES SOFTWARE in writing of any defects in the Services within ninety (90) days of their performance.

10. GENERAL TERMS.

10.1. Governing Law and Dispute Resolution. The choice of law and dispute resolution provisions set forth in the Master Services Agreement shall apply to this Data Hosting Agreement in their entirety. To the extent that any provisions pertaining to dispute resolution set forth in the Master Services Agreement, including but not limited to Subsection 18 of the Master Services Agreement, conflict with the provisions of this Hosting Agreement, the provisions of the Master Services Agreement shall control.

10.2. Notice. The notice provisions set forth in the Master Services Agreement shall apply to this Data Hosting Agreement in their entirety.

10.3. Other Terms. In the event any provision of this Data Hosting Agreement is held to be invalid or unenforceable, the remaining provisions of the Data Hosting Agreement will remain in full force. The waiver by either party of any default or breach of the Data Hosting Agreement shall not constitute a waiver of any other or subsequent default or breach. All rights and licenses granted to DISTRICT in this Data Hosting Agreement shall apply to DISTRICT's subsidiaries provided DISTRICT remains fully liable for the acts and any omissions of its subsidiaries under this Data Hosting Agreement. This Data Hosting Agreement constitutes an addendum to the Master Services Agreement between the parties and supersedes all prior or contemporaneous

agreements or representations, written or oral, concerning the subject matter of this Data Hosting Agreement. DISTRICT may not assign this Data Hosting Agreement or any rights or obligations hereunder without the prior written consent of AERIES SOFTWARE, which consent shall not be unreasonably withheld or delayed; any such assignment without prior consent shall be null and void. Notwithstanding the foregoing, DISTRICT may assign this Data Hosting Agreement to any entity who acquires (by merger, acquisition, or otherwise) all or substantially all of the business assets of DISTRICT applicable to the subject matter of this Data Hosting Agreement.

10.4. Changes to Agreement. The terms and conditions set forth in this Data Hosting Agreement, including without limitation all usage provisions, may be revised, modified or supplemented by AERIES SOFTWARE in its discretion at any time or from time to time by providing thirty (30) days advance notice of such change to DISTRICT in writing (including email), provided however that any pricing change shall not take effect until the expiration of the term for any pre-paid services currently in effect. Upon receipt of notice of any change in the terms and conditions, DISTRICT shall have the right to terminate the Data Hosting Agreement upon written notice to AERIES SOFTWARE, in the absence of which notice DISTRICT will be deemed to have accepted the new terms and conditions.

WHEREFORE, the parties have executed this Hosting Agreement as of the date set forth above.

TECHNOLOGY SERVICES AGREEMENT FOR CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This Agreement is entered into between the El Tejon Unified School District ("DISTRICT") and Aeries Software, Inc. ("AERIES SOFTWARE") on July 1, 2023 ("Effective Date").

WHEREAS, the DISTRICT and AERIES SOFTWARE entered into an agreement for technology services titled Aeries® Student Information Software Master Services Agreement ("Technology Services Agreement") on July 1, 2023.

WHEREAS, the DISTRICT is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party must include certain terms; and

WHEREAS, the DISTRICT and the AERIES SOFTWARE desire to have the Technology Services Agreement and the services provided comply with AB-1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records¹ obtained by AERIES SOFTWARE from DISTRICT continue to be the property of and under the control of the DISTRICT.

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows:

AERIES SOFTWARE provides the software solution by which DISTRICT retains and updates pupil information. DISTRICT will host this data in its own data centers and AERIES SOFTWARE will not have any ownership or collection of any pupil information, except for temporary instances whereby AERIES SOFTWARE is providing technical support and resolution assistance when requested by DISTRICT, after which the data is deleted. DISTRICT shall be solely responsible for determining the procedures by which pupils may retain possession and control of their own pupil-generated content.

5. The options by which a pupil may transfer pupil-generated content to a personal account include:

AERIES SOFTWARE provides the software solution by which DISTRICT retains and updates pupil information. DISTRICT will host this data in its own data centers and AERIES SOFTWARE will not have any ownership or collection of any pupil information, except for temporary instances whereby AERIES SOFTWARE is providing technical support and resolution assistance when requested by DISTRICT, after which the data is deleted. DISTRICT shall be solely responsible for determining the options by which a pupil may transfer pupil-generated content to a personal account.

6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

AERIES SOFTWARE provides the software solution by which DISTRICT retains and updates pupil information. DISTRICT will host this data in its own data centers and AERIES SOFTWARE will not have any ownership or collection of any pupil information, except for temporary instances whereby AERIES SOFTWARE is providing technical support and resolution assistance when requested by DISTRICT, after which the data is deleted. DISTRICT shall be solely responsible for offering parents, legal guardians, or eligible pupils the ability to personally identifiable information in the pupil's records and correct erroneous information. AERIES SOFTWARE provides a portal and process to update information that DISTRICT may choose to utilize to accomplish this process.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

AERIES SOFTWARE provides the software solution by which DISTRICT retains and updates pupil information. DISTRICT will host this data in its own data centers and AERIES SOFTWARE will not have any ownership or collection of any pupil information, except for temporary instances whereby AERIES SOFTWARE is providing technical support and resolution assistance when requested by DISTRICT, after which the data is deleted. AERIES SOFTWARE shall conduct annual training seminars for all its responsible agents to review all student privacy laws and AERIES SOFTWARE practices to ensure the security and confidentiality of pupil records.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

AERIES SOFTWARE provides the software solution by which DISTRICT retains and updates pupil information. DISTRICT will host this data in its own data centers and AERIES SOFTWARE will not have any ownership or collection of any pupil information, except for temporary instances whereby AERIES SOFTWARE is providing technical support and resolution assistance when requested by DISTRICT, after which the data is deleted. DISTRICT shall be solely responsible for reporting to parent, legal guardians, or eligible pupil in the event of an unauthorized disclosure of a pupil's records. If AERIES SOFTWARE discovers that the records were disclosed through its own faults or a flaw in its system, AERIES SOFTWARE shall notify DISTRICT immediately, and optionally notify the affected parties through a message in the software portal.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:


AERIES SOFTWARE provides the software solution by which DISTRICT retains and updates pupil information. DISTRICT will host this data in its own data centers and AERIES SOFTWARE will not have any ownership or collection of any pupil information, except for temporary instances whereby AERIES SOFTWARE is providing technical support and resolution assistance when requested by DISTRICT, after which the data is deleted.

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

AERIES SOFTWARE has reviewed FERPA requirements and deemed that its software possesses the ability to meet all requirements through recommended data practices. AERIES SOFTWARE offers training on its software to ensure DISTRICT utilizes the software as recommended to ensure compliance with FERPA and other student privacy laws. AERIES SOFTWARE is currently working with a third party organization to audit its software and policies on FERPA.

IN WITNESS WHEREOF, parties execute this Master Services Agreement on the dates set forth below.

DISTRICT



Authorized Signature

Vanessa Romero, CBO

Printed Name and Title

7-11-2023

Date

Aeries Software, Inc.

Authorized Signature

Printed Name and Title

Date

California AB 1584 Compliance Checklist for School District Technology Services Agreements

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

- ☒ A statement that pupil records continue to be the property of and under the control of the school district;
- ☒ A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
- ☒ A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
- ☒ A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
- ☒ A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;
- ☒ A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
- ☒ A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
- ☒ A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
- ☒ A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

References: AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g



Services Order Form

Order #:
Date:
Offer Valid Through:

Q-300097-1
2023-06-21
2023-09-15

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For El Tejon Unified School District

Address: PO Box 876
City: Lebec
State/Province: California
Zip/Postal Code: 93243
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Primary Contact

Name: Vanessa Romero
Email: ap@el-tejon.k12.ca.us
Phone: 661-248-6247

Name: Pam Childs
Email: pchilds@el-tejon.k12.ca.us
Phone: +1 661 248 0310

Billing Frequency Term:
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Elevate Data Quality Application Edition	2023-10-01	2024-09-30	Per Each	2,500	USD 1.16	USD 2,900.00
Recurring Sub-Total						USD 2,900.00
Year 1 Total						USD 2,900.00
Grand Total:						USD 2,900.00

Metrics and Descriptions:

Product	Description
Elevate Data Quality Application Edition	Hosted Elevate Data Quality data quality solution; includes Elevate Data Quality Rule Library, a collection of pre-defined rules used used to monitor and report data quality issues.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>

Portfolium: <https://portfolium.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Notes

Recurring items on this Order Form shall automatically renew for succeeding terms equal in duration to the original term on this Order Form at an annual price increase of 10% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): <u>YES</u>	Please email all US state sales tax exemption certifications to ar@instructure.com
If yes, please enter PO Number: <u>#240032</u>	

By executing this Order Form, each party agrees to be legally bound by this Order Form.

El Tejon Unified School District

Signature:	<u>Vanessa Romero</u>
Name:	<u>Vanessa Romero</u>
Title:	<u>Chief Business Officer I</u>
Date:	<u>7-6-2023</u>

Instructure, Inc.

Signature:	DocuSigned by: <u>Lou Little</u> 4C2B4AB3D0AB432...
Name:	<u>Lou Little</u>
Title:	<u>Sr Pricing Analyst</u>
Date:	<u>7/7/2023</u>

El Tejon Unified School District**PURCHASE ORDER**
Number: 240032P.O. BOX 876
(661) 248-6247
LEBEC CA 93243PO Number Must Appear On
All Correspondence**TO:**INC. INSTRUCTURE
6330 SOUTH 3000 EAST
SUITE 700
SALT LAKE CITY UT 84121-6237**SHIP TO:**ETUSD District Office
4337 Lebec Rd
Lebec CA 93243

DATE OF ORDER	REQUISITION NUMBER	REQUESTED BY	VENDOR NUMBER
07/06/23	240032	V.Romero/ P. Childs	008287

LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1		Order #: Q-300097-1 Elevate Data Quality 10-1-2023 through 9-30-2024 Please send future invoices to ap@el-tejon.k12.ca.us and if you can please reference PO#.	2,900.000	2,900.00
01-3213-0-5800.00-1110-1000-010-00-000-3013				2,900.00	
				SUBTOTAL	2,900.00
				SALES TAX	0.00
				DISCOUNT	0.00
				TOTAL	2,900.00



Authorized by

*****NOTE: The District will not honor any commitment made without a Purchase Order.*****
PURCHASE ORDER WILL BE CANCELED IF MERCHANDISE IS NOT RECEIVED IN FULL BY JUNE 30, AFTER DATE OF ISSUE.



California School Boards Association

June 15, 2023

Superintendent and Board President
El Tejon USD
P.O. Box 876
Lebec, CA 93243-0876

Dear Superintendent and Board President of El Tejon USD:

Please find your enclosed invoice for El Tejon USD's 2023-24 CSBA membership dues. We greatly appreciate your membership in CSBA and the difference it makes for California's public schools, and we look forward to our continued partnership. This mailing contains:

Invoice for your 2023-24 CSBA membership dues.

- Your membership in CSBA allows you to take advantage of a host of CSBA's optional subscription services.

Invoice(s) for optional subscription payments, as listed below:

- CSBA Educational Legal Alliance (ELA) membership dues (www.csba.org/ela).
- GAMUT subscription dues (Policy, Policy Plus and/or Meetings, as applicable, for current subscribers).
- Online Learning Center subscription renewal (for current subscribers).

Additional subscription services available to CSBA members:

CSBA Legal Services: Legal Services clients enjoy an attorney-client relationship with CSBA attorneys who can provide cost-effective legal advice on all matters related to public education. Clients also have unlimited access to our online Resource Library, a repository of CBAs, MOUs, salary schedules and legal resources. Your cost to subscribe to Legal Services for 2023-24 is \$730, with attorney time billed at \$200/hour. New clients receive the first 3 hours of attorney time free of charge. **GAMUT Policy *Plus* subscribers also receive 2 additional free hours of legal policy review – \$1,000 of attorney services** (free hours must be used within one year). Visit legalservices.csba.org.

Online Learning Center: CSBA's expanded on-demand Online Learning Center offers you education and knowledge when you want and where you want. El Tejon USD's cost for a 2023-24 individual subscription would be \$200, or get access for your entire board *and* superintendent for \$300. Visit olc.csba.org.

NEW! GAMUT Documents: Save all your important board documents in one central, online location with permissions to provide board members, staff and the public access to exactly what they need while protecting sensitive data.

NEW! GAMUT Communications: Share important updates via news feeds and create calendars using separate channels for internal and public viewers. Contact gamut@csba.org for more info on these new services.

CSBA is your organization, and we encourage you to contact us with your member needs!

CSBA's Director of Membership, Aaron Davis, can be reached at (916) 669-3274 or adavis@csba.org.

Your CSBA Director providing leadership in Region 12 is William Farris of Sierra Sands USD.

Your CSBA PACER (Public Affairs & Community Engagement Representative), CSBA's liaison to local school and county boards of education, is Cecilio Barrera, cbarrera@csba.org.

Thank you for your membership in CSBA and for all that you do to ensure a high-quality education for every student.

Sincerely,


Susan Markarian
CSBA President


Vernon M. Billy
CSBA CEO & Executive Director



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

RECEIVED JUL 10 2023

Invoice Number **Invoice Date** **PO #**
INV-66951-L1D4H2 6/14/2023

Bill To:
El Tejon USD
P.O. Box 876
Lebec, CA 93243-0876
United States

Ship To:
El Tejon USD
P.O. Box 876
Lebec, CA 93243-0876
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2023 - 06/30/2024)	\$7,297.00	1.00	\$7,297.00	
ELA	ELA Membership (07/01/2023 - 06/30/2024)	\$1,824.00	1.00	\$1,824.00	

Dues not processed before September 15 will result in a disruption of CSBA services. Trustees and employees of LEAs that have not paid membership dues by September 15 will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues may be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.

Total Invoice: \$9,121.00

Total Paid: \$0.00

Balance Due: \$9,121.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
101169	INV-66951-L1D4H2	06/14/2023		\$9,121.00

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
El Tejon USD
P.O. Box 876
Lebec, CA 93243-0876
United States



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-65973-D5B3Y5 6/13/2023

Bill To:
El Tejon USD
P.O. Box 876
Lebec, CA 93243-0876
United States

Ship To:
El Tejon USD
P.O. Box 876
Lebec, CA 93243-0876
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY/P LUS	Gamut Policy Plus (07/01/2023 - 06/30/2024)	\$2,230.00	1.00	\$2,230.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2023 - 06/30/2024)	\$1,840.00	1.00	\$1,840.00	Net 30

Have you renewed your CSBA Membership for 2023-24? Only CSBA members enjoy exclusive access to GAMUT and to CSBA's trainings, resources and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access to GAMUT services.

Total Invoice: \$4,070.00

Total Paid: \$0.00

Balance Due: \$4,070.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
101169	INV-65973-D5B3Y5	06/13/2023	Net 30	\$4,070.00

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
El Tejon USD
P.O. Box 876
Lebec, CA 93243-0876
United States

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 05/2023

INCIDENT AGENCY (name, address, phone number)USDA FS, At Incident Management Support
1617 Cole Blvd
Lakewood, CO 80401

Page 1 of 3

**AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS
RELATING TO THIS AGREEMENT**
AGREEMENT NUMBER: 1202RZ23K4092**EFFECTIVE DATES**

a. beginning: 8/2/2023

b. ending: end of incident

OWNER (name, address, phone number-include day/night/cell)El Tejon Unified School District
4337 Lebec Road
Lebec, CA 93243

POINT OF CONTACT (if applicable): Sarah Haflich

EMAIL: shaflich@el-tejon.k12.ca.us

PAYMENT ADDRESS: ☒ Same as above, or _____

UEI: QCNNMLZEPEY19

REGISTERED IN SAM.GOV: ☒ Yes or ☐ No, Vendor Code

Information Worksheet attached

EIN/SSN (only if not in SAM):

County: _____ State: CA Township: _____ Range: _____ Section: _____

INCIDENT NAME: TECUYAINCIDENT NUMBER: CA-LPF-002100RESOURCE ORDER NUMBER: S-4

MODIFICATION No/DATE: _____

MODIFICATION CO Initials: _____

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):☐ SMALL BUSINESS ☐ LARGE BUSINESS ☐ SMALL DISADVANTAGED OWNED ☐ WOMEN OWNED ☐ HUBZONE
☐ SERVICE DISABLED VETERAN ☐ PUBLIC ENTITY ☐ GOVERNMENT ☒ OTHERThe owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as base camp and staging.**DESCRIPTION OF LAND/FACILITIES:** Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)4337 Lebec Road
Lebec, CA 93243

Forest Service will be using the school field for staging, briefing, and parking for over 250 personnel. See attached map and photos.

RATE: For each day that the land/facilities are used, the Government will pay the rate of \$100.00 per day. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$NA, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$10,000.00. Payment shall be in accordance with the incident Agency payment procedures.

Rate breakout: _____

UTILITIES AND SERVICES:☐ The above rate includes utility charges for the following: ☐ DIESEL ☐ GAS ☐ ELECTRICITY ☐ WATER ☐ TOILET SUPPLIES ☐ JANITORIAL SERVICES & SUPPLIES ☐ TRASH REMOVAL ☐ SEPTIC SERVICE ☐ EXISTING TELECOMMUNICATIONS☒ The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

- ☐ The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____.
- ☒ The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: NA.

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMINIFCATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the EL TEJON UNIFIED SCHOOL DISTRICT, from any and all claims, liabilities, losses, damages, charges, etc. The EL TEJON UNIFIED SCHOOL DISTRICT does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The EL TEJON UNIFIED SCHOOL DISTRICT will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

FEDERAL ACQUISITION REGULATION CLAUSES:

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.usda.gov/procurement/policy/agar.html

FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (MAR 2023)

FAR 52.222-3 Convict Labor (June 2003)

FAR 52.232-1 Payments (APR 1984)

FAR 52.232-11 Extras (APR 1984)

FAR 52.232-17 Interest (MAY 2014)

FAR 52.232-25 Prompt Payment (JAN 2017)

FAR 52.233-1 Disputes (MAY 2014) ALT I (DEC 1991)

FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I (APR 1984)

FAR 52.249-4 Termination for the Convenience of the Government (Services)(Short Form)(APR 1984)

FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service)(APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE: <i>Sara Haflich</i>	DATE: 8-2-23	CONTRACTING OFFICER'S SIGNATURE: KRYSTAL RASMUSSEN <small>Digitally signed by KRYSTAL RASMUSSEN Date: 2023.08.03 12:13:42 -0700</small>	DATE:
PRINT NAME AND TITLE: Sara Haflich		PRINT NAME AND TITLE: sta asm ssen ont act n ce	
PHONE NUMBER: 661-248-6247		PHONE NUMBER:	
EMAIL: shaflich@el-tejon.k12.ca.us		EMAIL: krystal.rasmussen@usda.gov	

ATTACHMENT 1

PRE-USE INSPECTION: Description or photos/ condition immediately prior the Government's occupancy. Refer to attached checklist.

See attached map and photos.

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

GOVERNMENT AGENT/ EMPLOYEE'S
SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:

POST-USE INSPECTION: Description of photos/ condition immediately following the Government's occupancy.

☐ NO DAMAGE NO CLAIMS

TOTAL AMOUNT DUE \$ _____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

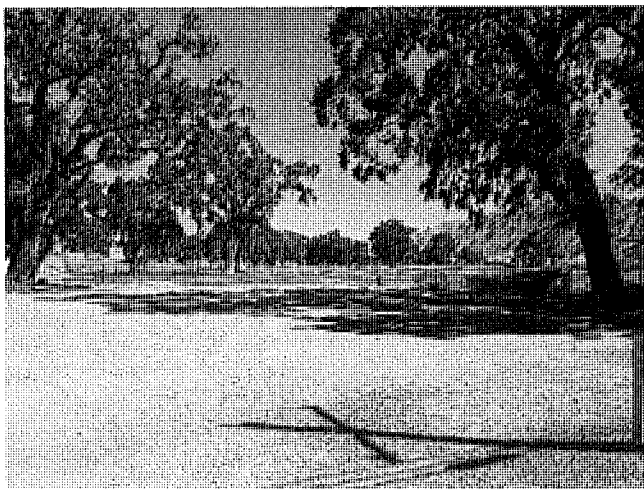
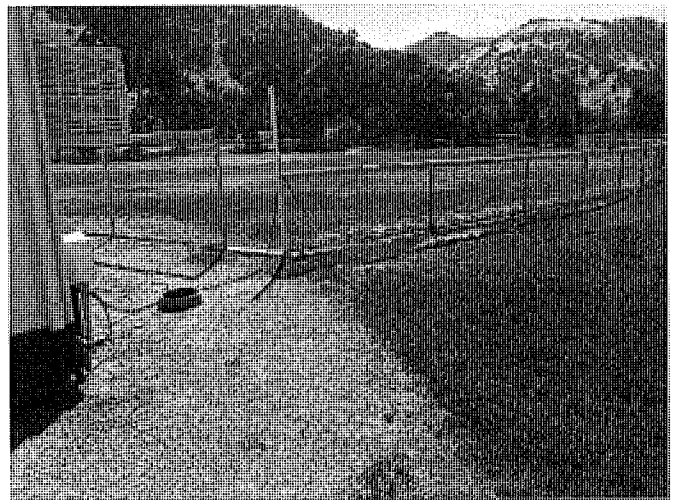
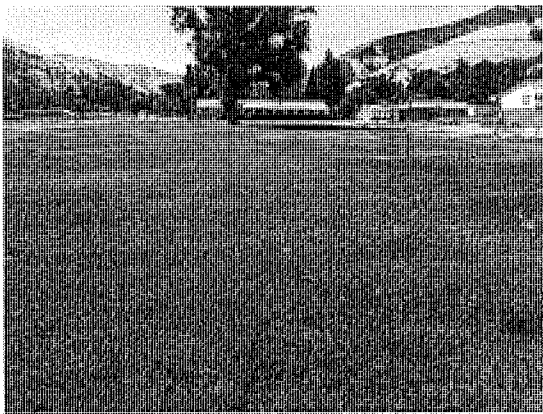
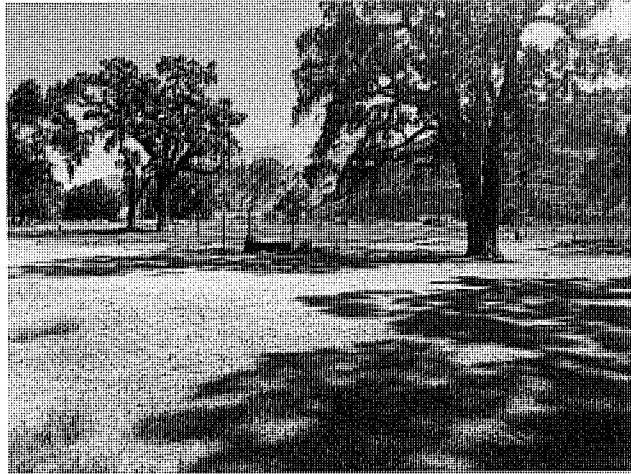
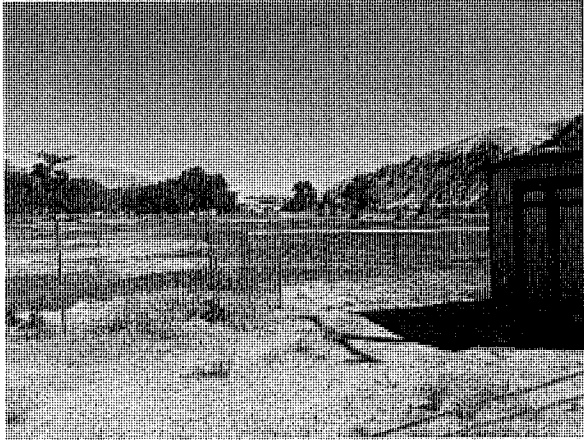
GOVERNMENT AGENT/ EMPLOYEE'S
SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:





**CSBA Sample District Policy Manual
El Tejon Unified School District**

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 02/01/2014 | **Last Revised Date:** 05/01/2018 | **Last Reviewed Date:** 05/01/2018

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Superintendent

4337 Lebec Road

Lebec, CA 93243

661-248-6247

shafllich@el-tejon.k12.ca.us

Regulation 3311: Bids

Status: ADOPTED

Original Adopted Date: 10/13/2016

Advertised/Competitive Bids

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

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

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

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

Instructions and Procedures for Advertised Bids

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

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

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

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

2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)

- a. Cash
- b. A cashier's check made payable to the district
- c. A certified check made payable to the district
- d. A bidder's bond executed by an admitted surety insurer and made payable to the district

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

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)

5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

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

7. The district shall consider only responsive bids from responsible bidders in determining the lowest bid.

8. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.

9. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

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

Prequalification Procedure

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized proposal form which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

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

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

2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

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

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

Award of Contract

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

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

2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

4. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with the section "Design-Build Contracts" below, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

Protests by Bidders

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

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

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

Alternative Bid Procedures for Technological Supplies and Equipment

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

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

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

9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

Design-Build Contracts

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

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

1. The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to, the size, type, and desired design character of the project; performance specifications covering the quality of materials, equipment, workmanship, preliminary plans, or building layouts; or any other information deemed necessary to describe adequately the district's needs. The documents may include operations during a training or transition period, but shall not include long-term operations for a project. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. The district shall prepare and issue a request for qualifications in order to prequalify or develop a short list of the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:

a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity

b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction experience, acceptable safety record, and all other non-price-related factors

c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

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

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

3. The district shall prepare a request for proposals that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The request for proposals shall include the information identified in items #2a and 2b above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.

4. For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.

5. For those projects utilizing best value as a selection method, the following procedures shall be used:

a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.

b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.

c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.

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

Sole Sourcing

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

1. Does not directly or indirectly limit bidding to any one specific concern

2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

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

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

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

1. To conduct a field test or experiment to determine its suitability for future use

2. To match others in use on a particular public improvement that has been completed or is in the course of completion

3. To obtain a necessary item that is only available from one source

4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

Bids Not Required

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

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

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

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

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

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

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

Lease-Leaseback Contract

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

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

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

Uniform Public Construction Cost Accounting Act

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

1. Public projects of \$45,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
2. Contracts for public projects of \$175,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
 - a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.
 - b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to one or both of the following:
 - (1) To all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due
 - (2) To all construction trade journals identified pursuant to Public Contract Code 22036
 - c. The district shall review the informal bids and award the contract, except that:
 - (1) If all bids received through the informal process are in excess of \$175,000, the contract may be awarded to the lowest responsible bidder, provided that the Board adopts a resolution with a four-fifths vote to award the contract at \$187,500 or less and the Board determines the district's cost estimate was reasonable.
 - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
3. Public projects of more than \$175,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
 - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:
 - (1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.
 - (2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

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

- b. The district shall award the contract as follows:

(1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.

(2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.

(3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

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

Regulation 3543: Transportation Safety And Emergencies

Status: ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** 12/01/2018 | **Last Reviewed Date:** 12/01/2018

Each day, prior to driving a school bus, each school bus driver shall inspect the bus to ensure that it is in safe operating condition and equipped as required by law and that all equipment is in good working order. At the completion of each day's work, the driver shall prepare and sign a written report of the condition of the equipment specified in 13 CCR 1215. The report shall indicate any defect or deficiency discovered by or reported to the driver which would affect safe operation or result in mechanical breakdown of the bus. If no defect or deficiency is discovered or reported, the driver shall so indicate on the report. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the bus. (13 CCR 1215)

Passenger Restraint Systems

The Superintendent or designee shall ensure that any school bus or student activity bus which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus designed for carrying more than 16 passengers and the driver, and was manufactured on or after July 1, 2005
2. Is a Type 2 school bus or student activity bus designed for carrying 16 or fewer passengers and the driver, or for carrying 20 or fewer passengers and the driver if the bus has a manufacturer's vehicle weight rating of 10,000 pounds or less, and was manufactured on or after July 1, 2004

The Superintendent or designee shall prioritize the allocation of school buses purchased, leased, or contracted to ensure that elementary students receive first priority for new school buses equipped with passenger restraint systems whenever feasible.

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Bus drivers shall be instructed regarding procedures to enforce the proper use of the passenger restraint system. Students who fail to follow instructions of the bus driver may be subject to discipline, including suspension of riding privileges, in accordance with Board policy and administrative regulations.

Fire Extinguishers

Each school bus shall be equipped with at least one fire extinguisher, located in the driver's compartment, which meets the standards specified in law. In addition, a wheelchair school bus shall have another fire extinguisher placed at the wheelchair loading door or emergency exit. All fire extinguishers shall be

regularly inspected and serviced in accordance with regulations adopted by the State Fire Marshal. (Education Code 39838; 13 CCR 1242; 19 CCR 574-575.3)

Child Safety Alert System

In accordance with Vehicle Code 28160, each school bus or student activity bus shall be equipped with an operational child safety alert system at the interior rear of the bus that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

A student activity bus that does not have a child safety alert system may be used only if all of the following apply: (Vehicle Code 28160)

1. The student activity bus is not used exclusively to transport students.
2. When the student activity bus is used to transport students, the students are accompanied by at least one adult chaperone selected by a school official. If an adult chaperone is not a school employee, the chaperone shall meet the requirements for a school volunteer.
3. One adult chaperone has a list of every student and adult chaperone, including a school employee, who is on the student activity bus at the time of departure.
4. The driver has reviewed all safety and emergency procedures before the initial departure, and the driver and adult chaperone have signed a form, with the time and date, acknowledging that the safety plan and procedures were reviewed.
5. Immediately before departure from any location, the adult chaperone shall account for each student on the list of students, verify the number of students to the driver, and sign a form indicating that all students are present or accounted for.
6. After students have exited a student activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms, to ensure that the bus is vacant.
7. The driver shall sign a form with the time and date verifying that all required procedures have been followed.
8. The information required to be recorded pursuant to items #4, 5, and 7 may be recorded on a single form and shall be retained by the district for a minimum of two years.

Electronic Communications Devices

A bus driver is prohibited from driving a school bus or student activity bus while using a wireless telephone or other electronic wireless communications device except for work-related or emergency purposes, including, but not limited to, contacting a law enforcement agency, health care provider, fire department, or other emergency service agency or entity. In any such permitted situation, the driver shall only use a wireless telephone or device that is specifically designed and configured to allow voice-operated and hands-free operation or a function that requires only a single swipe or tap of the driver's finger provided the device is mounted on the windshield, dashboard, or center console of the

bus. (Vehicle Code 23123.5, 23125)

Safe Bus Operations

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. (Education Code 39834)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips may discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

Unauthorized Entry

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

Transportation Safety Plan for Boarding and Exiting Buses

The Superintendent or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students. The plan shall address all of the following: (Education Code 39831.3)

1. Determination of whether students in grades prekindergarten through 8 require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112
2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops
3. Boarding and exiting a school bus at a school or other trip destination
4. Procedures to ensure that a student is not left unattended on a school bus, student activity bus, or, if applicable, youth bus
5. Procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol (CHP). (Education Code 39831.3)

Parental Notifications

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not previously been transported in a district school

bus or student activity bus. This information shall be provided upon registration and shall contain: (Education Code 39831.5)

1. A list of school bus stops near each student's home
2. General rules of conduct at school bus loading zones
3. Red light crossing instructions
4. A description of the school bus danger zone
5. Instructions for safely walking to and from school bus stops

Student Instruction

Students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety as follows: (Education Code 39831.5; 5 CCR 14102)

1. Each year, all students who receive home-to-school transportation in a school bus shall be provided appropriate instruction in safe riding practices and emergency evacuation drills.
2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to:
 - a. Proper loading and unloading procedures, including escorting by the driver
 - b. How to safely cross the street, highway, or private road
 - c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use
 - d. Proper passenger conduct
 - e. Bus evacuation procedures
 - f. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit.

Each time the above instruction is given, the following information shall be documented:

- a. District name

- b. School name and location
- c. Date of instruction
- d. Names of supervising adults
- e. Number of students participating
- f. Grade levels of students
- g. Subjects covered in instruction
- h. Amount of time taken for instruction
- i. Bus driver's name
- j. Bus number
- k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the CHP.

3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to, the location of emergency exits and the location and use of emergency equipment. This instruction also may include responsibilities of passengers seated next to an emergency exit.

Bus Accidents

In the event of a school bus accident, the driver shall immediately notify the CHP and the Superintendent or designee. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)

The Superintendent or designee shall maintain a report of each accident that occurred on public or private property involving a school bus with students aboard. The report shall contain pertinent details of the accident and shall be retained for 12 months from the date of the accident. If the accident was not investigated by the CHP, the Superintendent or designee shall forward a copy of the report to the local CHP within five work days of the date of the accident. (13 CCR 1234)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

Regulation 3554: Other Food Sales

Status: ADOPTED

Original Adopted Date: 11/01/2005 | **Last Revised Date:** 12/01/2013 | **Last Reviewed Date:** 12/01/2013

Requirements for Schools Not Participating in Federal Meal Program

Food and beverage sales outside the district's food service program shall comply with applicable nutritional standards specified in Education Code 49431-49431.7 and 5 CCR 15500-15501 and 15575-15578.

The sale of foods or beverages that do not comply with the standards in Education Code 49431-49431.5 may be permitted in either of the following circumstances: (Education Code 49431-49431.5)

1. The sale takes place off and away from school premises.
2. The sale takes place on school premises at least one-half hour after the end of the school day.

Requirements for Schools Participating in Federal Meal Program

For any district school participating in the National School Lunch and/or Breakfast Program, food and beverage sales conducted outside the district's food service program on school campuses during the school day shall comply with applicable nutritional standards specified in 7 CFR 210.11 and 220.12 or with state nutrition standards in Education Code 49431-49431.7 and 5 CCR 15500-15501 and 15575-15578, whichever rule is stricter.

These standards shall apply to all competitive foods and beverages sold from midnight before the school day to one-half hour after the end of the school day. (7 CFR 210.11)

In a school with any of grades K-8 that is participating in the National School Lunch and/or Breakfast Program, the Superintendent or designee shall not permit the sale of foods by a student organization except when all of the following conditions are met: (5 CCR 15500)

1. The student organization sells only one food item per sale.
2. The specific nutritious food item is approved by the Superintendent or designee in accordance with Board policy.
3. The sale does not begin until after the close of the regularly scheduled midday food service period.
4. The sale during the regular school day is not of food items prepared on the premises.
5. There are no more than four such sales per year per school.

6. The food sold is not one sold in the district's food service program at that school during that school day.

In any middle or high school, a student organization may be approved to sell food items during or after the school day if all of the following conditions are met: (5 CCR 15501)

1. Only one student organization conducts a food sale on a given school day and the organization sells no more than three types of food or beverage items, except that up to four days during the school year may be designated on which any number of organizations may conduct the sale of any food items.
2. The specific nutritious food items are approved by the Superintendent or designee in accordance with Board policy.
3. Food items sold during the regular school day are not prepared on the premises.
4. The food items sold are not those sold in the district's food service program at that school during that school day.

The Superintendent or designee shall maintain records, and shall require organizations selling foods and beverages to maintain records, to document compliance with federal nutrition standards for all competitive foods and beverages sold through and outside the district's food services program. At a minimum, these records shall include receipts, nutrition labels, and/or product specifications. (7 CFR 210.11)

Regulation 4112.23: Special Education Staff

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 05/01/2016 | **Last Reviewed Date:** 05/01/2016

Qualifications/Assignment of Special Education Teachers

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

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

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

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

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

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

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

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

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

Resource Specialists

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

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

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

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

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

Caseloads

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

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Governing Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the

assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362, 56362.1; 5 CCR 3100)

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

Regulation 4212.42: Drug And Alcohol Testing For School Bus Drivers

Status: ADOPTED

Original Adopted Date: 08/01/2013 | **Last Revised Date:** 06/01/2021 | **Last Reviewed Date:** 06/01/2021

Definitions

For purposes of drug testing required by the U.S. Department of Transportation (DOT), drugs include marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. (49 CFR 40.3, 382.107)

Safety-sensitive function means all time from the time the driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus or other school transportation vehicle; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the vehicle or vehicle equipment; loading or unloading the vehicle; supervising or assisting in the loading or unloading of the vehicle; and repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR 382.107)

Designated Employer Representative

The Superintendent or designee shall identify a designated employer representative who is authorized to take immediate action to remove drivers from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The designated employer representative shall also be responsible for receiving test results and other communications. The name and telephone number of the designated employer representative shall be provided to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

Pre-employment Testing

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse to obtain information about whether the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

The Superintendent or designee shall also, with the driver's consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25 and 382.413, from any employer who has employed the driver at any time during the previous three years. To the extent practicable, the Superintendent or designee shall obtain and review such information before the driver first performs safety-sensitive functions. In addition, the Superintendent or designee shall ask the driver if there was a positive test, or a refusal to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that was not obtained. (49 CFR 40.25, 382.413)

The driver shall not be permitted to perform safety-sensitive functions if the driver refuses to provide

consent to obtain the information from previous employers or from the Clearinghouse; the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district; or the driver, the Clearinghouse, or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413, 382.701, 382.703)

A driver whom the district intends to hire or use shall undergo testing for drugs and receive a verified negative test result prior to the first time the driver performs safety-sensitive functions for the district. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months from the date of application or participated in a random drug testing program for the previous 12 months from the date of application.
3. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

The Superintendent or designee shall contact the testing program(s) in which the driver has participated and obtain information about the program and the driver's participation as specified in 49 CFR 382.301. In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration of less than 0.04. (49 CFR 382.301)

Post-Accident Testing

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for a moving traffic violation within eight hours of the accident and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

No driver required to take a post-accident alcohol test pursuant to 49 CFR 382.303 shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

Random Testing

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year.

Such tests shall be unannounced and conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

Reasonable Suspicion Testing

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, a written record of the observations leading to a reasonable suspicion test shall be made and signed by the person who made the observations. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

Return-to-Duty Testing

Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions after the driver completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

Follow-Up Testing

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

Mandatory Reporting and Annual Queries to the Drug and Alcohol Clearinghouse

The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)

The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)

In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function until the results from a full query confirm that the driver may perform such functions. (49 CFR 382.701)

A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

Notifications

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management
12. The requirement that personal information collected and maintained pursuant to 49 CFR 382 shall be reported to the Clearinghouse

Each driver shall sign a statement certifying receipt of a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

Records

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

Regulation 4312.42: Drug And Alcohol Testing For School Bus Drivers

Status: ADOPTED

Original Adopted Date: 08/01/2013 | **Last Revised Date:** 06/01/2021 | **Last Reviewed Date:** 06/01/2021

Definitions

For purposes of drug testing required by the U.S. Department of Transportation (DOT), drugs include marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. (49 CFR 40.3, 382.107)

Safety-sensitive function means all time from the time the driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus or other school transportation vehicle; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the vehicle or vehicle equipment; loading or unloading the vehicle; supervising or assisting in the loading or unloading of the vehicle; and repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR 382.107)

Designated Employer Representative

The Superintendent or designee shall identify a designated employer representative who is authorized to take immediate action to remove drivers from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The designated employer representative shall also be responsible for receiving test results and other communications. The name and telephone number of the designated employer representative shall be provided to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

Pre-employment Testing

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse to obtain information about whether the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

The Superintendent or designee shall also, with the driver's consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25 and 382.413, from any employer who has employed the driver at any time during the previous three years. To the extent practicable, the Superintendent or designee shall obtain and review such information before the driver first performs safety-sensitive functions. In addition, the Superintendent or designee shall ask the driver if there was a positive test, or a refusal to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that was not obtained. (49 CFR 40.25, 382.413)

The driver shall not be permitted to perform safety-sensitive functions if the driver refuses to provide

consent to obtain the information from previous employers or from the Clearinghouse; the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district; or the driver, the Clearinghouse, or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413, 382.701, 382.703)

A driver whom the district intends to hire or use shall undergo testing for drugs and receive a verified negative test result prior to the first time the driver performs safety-sensitive functions for the district. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months from the date of application or participated in a random drug testing program for the previous 12 months from the date of application.
3. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

The Superintendent or designee shall contact the testing program(s) in which the driver has participated and obtain information about the program and the driver's participation as specified in 49 CFR 382.301. In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration of less than 0.04. (49 CFR 382.301)

Post-Accident Testing

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for a moving traffic violation within eight hours of the accident and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

No driver required to take a post-accident alcohol test pursuant to 49 CFR 382.303 shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

Random Testing

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year.

Such tests shall be unannounced and conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

Reasonable Suspicion Testing

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, a written record of the observations leading to a reasonable suspicion test shall be made and signed by the person who made the observations. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

Return-to-Duty Testing

Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions after the driver completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

Follow-Up Testing

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

Mandatory Reporting and Annual Queries to the Drug and Alcohol Clearinghouse

The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)

The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)

In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function until the results from a full query confirm that the driver may perform such functions. (49 CFR 382.701)

A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

Notifications

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management
12. The requirement that personal information collected and maintained pursuant to 49 CFR 382 shall be reported to the Clearinghouse

Each driver shall sign a statement certifying receipt of a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

Records

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

Regulation 4113: Assignment

Status: ADOPTED

Original Adopted Date: 03/01/2001 | **Last Revised Date:** 05/01/2020 | **Last Reviewed Date:** 05/01/2020

Assignment to Departmentalized Classes Outside Credential Authorization

Any holder of a credential other than an emergency permit may be assigned, with consent, to teach departmentalized classes in grades K-12 regardless of the designations on the teaching credential, provided that the teacher's subject matter knowledge is verified prior to the assignment. (Education Code 44258.3)

Procedures for verifying a teacher's subject matter knowledge shall be developed and implemented by the Superintendent or designee with the involvement of appropriate subject matter specialists, including curriculum specialists, resource teachers, classroom teachers certified to teach the subject, staff assigned to regional subject matter projects or curriculum institutes, or college faculty. (Education Code 44258.3)

Procedures to be used for this purpose shall specify: (Education Code 44258.3)

1. One or more of the following ways in which subject matter competence shall be assessed:
 - a. Observation by subject matter specialists
 - b. Oral interviews
 - c. Demonstration lessons
 - d. Presentation of curricular portfolios
 - e. Written examinations
2. Specific criteria and standards for verifying subject matter knowledge by any of the above methods. These criteria shall include, but need not be limited to, evidence of the individual's knowledge of the subject matter to be taught, including demonstrated knowledge of the curriculum framework for the subject and the specific content of the district's course of study for the subject at the grade level to be taught.

Whenever a teacher is assigned to teach departmentalized classes pursuant to Education Code 44258.3, the Superintendent or designee shall notify the exclusive representative of the district's certificated employees. (Education Code 44258.3)

Assignment to Elective Courses Outside Credential Authorization

A full-time teacher with special skills and preparation outside the credential authorization may, with the teacher's consent and the prior approval of a district committee on assignments, be assigned to teach an elective course in the area of the special skills or preparation, excluding a course in English, mathematics, science, or social studies. (Education Code 44258.7)

The Superintendent or designee shall establish a committee on assignments, consisting of an equal number of teachers selected by teachers and school administrators selected by school administrators, to approve such assignments. (Education Code 44258.7)

Committee members shall serve a two-year term but may be reappointed using the same procedure as the initial appointment.

When determining whether a teacher is qualified for an assignment pursuant to Education Code 44258.7, the committee may consider the teacher's education, prior experience, observation by subject matter specialists, oral interviews, demonstration lessons, presentation of curricular portfolios, and/or written examinations.

Assignments approved by the committee shall be for a maximum of one school year, but may be extended by action of the committee upon application by the principal and teacher. (Education Code 44258.7)

Assignment to Special Schedules

The Superintendent or designee shall make every reasonable effort to accommodate the preferences of certificated staff when assigning them to schools with year-round or regular schedules. (Education Code 37616)

Full-time probationary or permanent classroom teachers employed by the district prior to implementation of weekend classes shall not, without their written consent, be required to teach for more than 180 full days during a school year or for more than the number of full days during the preceding school year, whichever is greater. No teacher shall be assigned to work on a Saturday or Sunday if the teacher objects in writing that such assignment would conflict with religious beliefs or practices. (Education Code 44824)

Regulation 4119.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 12/01/2016 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Superintendent
4337 Lebec Road/PO Box 876
Lebec, CA 93243
661-248-6247
shaflich@el-tejon.k12.ca.us

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training,

the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Regulation 4219.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 12/01/2016 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Superintendent
4337 Lebec Road/PO Box 876
Lebec, CA 93243
661-248-6247
shaflich@el-tejon.k12.ca.us

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be

completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee

productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Regulation 4319.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 12/01/2016 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Superintendent
4337 Lebec Road/PO Box 876
Lebec, CA 93243
661-248-6247
shaflich@el-tejon.k12.ca.us

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided

in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Regulation 4119.12: Title IX Sexual Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 07/01/2020 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a

formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is

available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Regulation 4219.12: Title IX Sexual Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 07/01/2020 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a

formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the

complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Regulation 4319.12: Title IX Sexual Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 07/01/2020 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a

formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the

complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

Regulation 4161.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | **Last Revised Date:** 03/01/2019 | **Last Reviewed Date:** 03/01/2019

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)
2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)
3. Personal necessity (Education Code 44981)
4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)
6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)
7. Need of the employee or employee's family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date

that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the district of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

Parental Leave

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues

to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days

- b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
 4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Regulation 4261.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | **Last Revised Date:** 03/01/2019 | **Last Reviewed Date:** 03/01/2019

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, part-time employees who are entitled to less than 24 hours of paid sick leave per fiscal year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 45191; Labor Code 245-249)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact in the course of employment with other persons having a contagious disease (Education Code 45199)
2. Pregnancy, childbirth, and recovery (Education Code 45193)
3. Personal necessity as specified in Education Code 45207
4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)
6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)
7. Need of the employee or the employee's family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, or the proportionate amount to which the employee may be entitled, until the first day of the month after the employee has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall

be forfeited. (Education Code 45191.5)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of the need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

When a classified employee has exhausted all paid leaves, including sick leave, and continues to be absent on account of illness or injury for a period of five months or less, the district shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Parental Leave

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee

additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

If the employee is still unable to return to work after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes medically able, the employee shall be offered reemployment in the first vacancy in the classification of the employee's previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to work and stipulating any necessary restrictions or limitations.

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall accrue, on a regular basis, paid sick leave of up to 24 hours by the 120th calendar day of their employment or each calendar year or 12-month period. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be credited with 24 hours or three days of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of their employment, after which they may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days

- d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
- 2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
- 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
- 4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Regulation 4361.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | **Last Revised Date:** 03/01/2019 | **Last Reviewed Date:** 03/01/2019

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)
2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)
3. Personal necessity (Education Code 44981)
4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)
6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)
7. Need of the employee or employee's family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date

that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the district of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

Parental Leave

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues

to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days

- b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
 4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Regulation 4161.11: Industrial Accident/Illness Leave

Status: ADOPTED

Original Adopted Date: 10/01/1998 | **Last Revised Date:** 10/01/2015 | **Last Reviewed Date:** 10/01/2015

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

To be eligible for industrial accident or illness leave, a classified employee shall have served in the district continuously for at least three years.

Allowable industrial accident or illness leave shall not be accumulated from year to year. (Education Code 44984, 45192)

When an employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44043, 44044, 44984, 45192)

1. The leave shall start on the first day of absence.
2. During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.
3. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.
4. When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

During any paid leave of absence, the employee shall endorse to the district any workers' compensation checks received on account of an industrial accident or illness. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less any appropriate deductions, including, but not limited to, employee retirement contributions. (Education Code 44043)

Absence for industrial accident or illness shall not be considered a break in service of the employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.

When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave provided pursuant to Education Code 44977, 44978, 44983, or 45191, as applicable, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the employee of more than his/her full wage or salary. (Education Code 44984, 45192)

If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39 months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

If a classified employee has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If he/she becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations. If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed. (Education Code 45192)

Regulation 4261.11: Industrial Accident/Illness Leave

Status: ADOPTED

Original Adopted Date: 10/01/1998 | **Last Revised Date:** 10/01/2015 | **Last Reviewed Date:** 10/01/2015

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

To be eligible for industrial accident or illness leave, a classified employee shall have served in the district continuously for at least three years.

Allowable industrial accident or illness leave shall not be accumulated from year to year. (Education Code 44984, 45192)

When an employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44043, 44044, 44984, 45192)

1. The leave shall start on the first day of absence.
2. During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.
3. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.
4. When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

During any paid leave of absence, the employee shall endorse to the district any workers' compensation checks received on account of an industrial accident or illness. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less any appropriate deductions, including, but not limited to, employee retirement contributions. (Education Code 44043)

Absence for industrial accident or illness shall not be considered a break in service of the employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.

When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)

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If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39 months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

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Regulation 4361.11: Industrial Accident/Illness Leave

Status: ADOPTED

Original Adopted Date: 10/01/1998 | **Last Revised Date:** 10/01/2015 | **Last Reviewed Date:** 10/01/2015

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Regulation 4161.9: Catastrophic Leave Program

Status: ADOPTED

Original Adopted Date: 03/01/1992 | **Last Revised Date:** 05/01/2018 | **Last Reviewed Date:** 05/01/2018

Donations to Catastrophic Leave Program

An employee who chooses to donate accrued vacation and/or sick leave credits to the district's catastrophic leave program shall provide written notice to the Superintendent or designee of the amount and type of leave he/she wishes to donate. The Superintendent or designee shall review the donor's available leave and transfer the leave credits to a district pool of leave credits designated for this purpose.

Donations shall be at a minimum of eight hours, and in hour increments thereafter. (Education Code 44043.5)

All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5)

Employees should be cautious in making large donations of leave that they may need for their own use in the future.

The Superintendent or designee shall ensure that all donations are confidential.

Requests for Catastrophic Leave

A full-time or part-time employee may apply to the Superintendent or designee to use paid leave from the catastrophic leave program if he/she earns paid time off but has exhausted all his/her accrued paid leave and needs to take time off from work for an extended period of time due to his/her or a family member's catastrophic illness or injury. If the employee is incapacitated, a family member or caretaker may apply on his/her behalf.

The employee shall provide verification of the illness or injury. (Education Code 44043.5)

Verification shall be made by means of a letter, dated and signed by the individual's health care provider, indicating the incapacitating nature and probable duration of the illness or injury.

An employee may apply to receive up to 20 days of paid leave from the catastrophic leave program per school year. At the end of the 20-day period, he/she may apply for up to 20 days of additional leave credits.

Employees receiving compensation under worker's compensation provisions are not eligible to receive leave from the catastrophic leave program until exhausting such benefit.

An employee who is the recipient of donated leave credits shall use those credits within 12 consecutive months. (Education Code 44043.5)

If donated leave credits are not used by the employee within 12 consecutive months, the credits shall be

returned to the pool of catastrophic leave for use by other eligible employees.

An employee who receives catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

Regulation 4261.9: Catastrophic Leave Program

Status: ADOPTED

Original Adopted Date: 03/01/1992 | **Last Revised Date:** 05/01/2018 | **Last Reviewed Date:** 10/01/1998

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Regulation 4200: Classified Personnel

Status: ADOPTED

Original Adopted Date: 11/01/2002 | **Last Revised Date:** 12/01/2018 | **Last Reviewed Date:** 12/01/2018

Exemption from Classified Service

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106)

Individuals hired solely for the following purposes shall not be part of the classified service: (Education Code 45103)

1. Substitute or short-term employees who are employed and paid for fewer than 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day
2. Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment
3. Full-time students employed part time
4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district pursuant to Education Code 51760-51769.5 that is financed by state or federal funds

Restricted Positions

Persons employed in restricted positions pursuant to Education Code 45105 or 45108 shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code 45272 and 45273 related to promotional examinations and the filling of vacancies, and shall not acquire permanent status or seniority credit. Such persons shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service and satisfactorily completing the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Policy 5030: Student Wellness

Status: ADOPTED

Original Adopted Date: 07/01/2011 | **Last Revised Date:** 12/01/2016 | **Last Reviewed Date:** 12/01/2016

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

School Wellness Council

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b; 7 CFR 210.31)

To fulfill this requirement, the Superintendent or designee may appoint a school wellness council or other district committee and a wellness council coordinator. The council may include representatives of the groups listed above, as well as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

The Superintendent or designee may make available to the public and school community a list of the names, position titles, and contact information of the wellness council members.

The wellness council shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Goals for Nutrition, Physical Activity, and Other Wellness Activities

The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7 CFR 210.31)

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

Professional development may be regularly offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the district shall adopt nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutrition standards.

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.

He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (Education Code 49431.9; 7 CFR 210.31)

Program Implementation and Evaluation

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the district's wellness policy. (42 USC 1758b; 7 CFR 210.31)

Corey Hansen

Principal at El Tejon School

661-248-6680

chansen@el-tejon.k12.ca.us

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b; 7 CFR 210.31)

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness. Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records
3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
4. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutrition standards
5. Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards
6. Results of the state's physical fitness test at applicable grade levels
7. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity
8. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program
9. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the district and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications

The Superintendent or designee shall inform the public about the content and implementation of the

district's wellness policy and shall make the policy, and any updates to the policy, available the public on an annual basis. He/she shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.31)

The Superintendent or designee shall distribute this information through the most effective methods of communication, including district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and wellness and academic performance.

Each school may post a summary of nutrition and physical activity laws and regulations prepared by the CDE.

Records

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.31, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.31)

Regulation 5111.1: District Residency

Status: ADOPTED

Original Adopted Date: 12/01/2015 | **Last Revised Date:** 05/01/2018 | **Last Reviewed Date:** 05/01/2018

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student is admitted through an interdistrict attendance option. (Education Code 46600, 48204, 48301, 48356)
4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)
8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)
9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. (Education Code 48204.3)
10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district. (Education Code 234.7)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt

4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

A parent/guardian who is transferred or pending transfer into a military installation within the state shall provide proof of residence in the district within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

Policy 5116.1: Intradistrict Open Enrollment

Status: ADOPTED

Original Adopted Date: 11/01/2008 | **Last Revised Date:** 12/01/2019 | **Last Reviewed Date:** 07/01/2016

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities and resources. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of their residence within the district. (Education Code 35160.5)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

Enrollment Priorities

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

The Superintendent or designee shall grant priority for the enrollment of a student in a district school outside of the student's attendance area, if the student:

1. Is enrolled in a district school designated by the California Department of Education (CDE) as "persistently dangerous" (20 USC 7912; 5 CCR 11992)
2. Is a victim of a violent crime while on school grounds (20 USC 7912)
3. Is a victim of an act of bullying committed by another district student, as determined through an investigation following the parent/guardian's submission of a written complaint with the school, district, or local law enforcement agency pursuant to Education Code 234.1 (Education Code 46600)

If the district school requested by the student is at maximum capacity, the Superintendent or designee shall accept an intradistrict transfer request for another district school. (Education Code 46600)

4. Is currently enrolled in a district school identified by CDE for comprehensive support and improvement, with priority given to the lowest academically achieving students from low-income families as determined pursuant to 20 USC 6313(a)(3) (20 USC 6311)
5. Is experiencing special circumstances that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these circumstances, the

Superintendent or designee must have received either: (Education Code 35160.5)

- a. A written statement from a representative of an appropriate state or local agency, including, but not necessarily limited to, a law enforcement official or a social worker, or a properly licensed or registered professional, including, but not necessarily limited to, a psychiatrist, psychologist, marriage and family therapist, clinical social worker, or professional clinical counselor
 - b. A court order, including a temporary restraining order and injunction
6. Is a sibling of another student already attending that school
7. Has a parent/guardian whose primary place of employment is that school

Application and Selection Process

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law and Board policy, applications for intradistrict open enrollment shall be submitted between June 1st of the school year preceding the school year for which the transfer is requested.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

Except for the enrollment priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine which students shall be admitted whenever a district school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance. However, existing entrance criteria may be used for enrolling students in specialized schools or programs, provided that the criteria are uniformly applied to all applicants. In addition, academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

Transportation

In general, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

However, upon parent/guardian request, the district shall provide transportation assistance to any student who is eligible for free or reduced-price meals and whose enrollment in a district school outside the student's attendance area is a result of being a victim of bullying. (Education Code 46600)

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Regulation 5121: Grades/Evaluation Of Student Achievement

Status: ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** 07/01/2016 | **Last Reviewed Date:** 07/01/2016

The Superintendent or designee shall inform teachers of the district's policy regarding grading, including expectations that grades shall be based on factors that directly measure students' knowledge and skills in the content area and shall not include nonacademic factors.

Report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

For each student in grades 9-12, the Superintendent or designee shall maintain a transcript recording the courses taken, the term that each course was taken, credits earned, final grades, and date of graduation.

Grades for Academic Performance

For grades K-3, students' level of progress for each grading period shall be reported as follows:

- O Outstanding
- S Satisfactory
- N Needs Improvement

For grades 4-12, grades for academic performance shall be reported for each grading period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or No Achievement	0 grade points
I		Incomplete	0 grade points

An Incomplete shall be given only when a student's work is not finished by the end of the grading period because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

Because of the more rigorous nature of Advanced Placement, International Baccalaureate, honors, and concurrent postsecondary courses, students receiving a grade of A, B, or C in those courses shall receive extra grade weighting as follows:

A	(90-100%)	Outstanding Achievement	5.0 grade points
B	(80-89%)	Above Average Achievement	4.0 grade points
C	(70-79%)	Average Achievement	3.0 grade points

Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

Student performance in high school physical education courses shall be based upon evaluation of the student's individual progress, attainment of goals in each instructional area, tests designed to determine skill and knowledge, and physical performance tests. (5 CCR 10060)

High school students using interscholastic athletic participation to fulfill physical education requirements, as authorized by Education Code 51242, may be graded on this participation provided a teacher credentialed to teach physical education supervises this participation and assigns the grade.

Grades for College Courses

When the district has approved a student to receive district credit for coursework completed at a community college or four-year college, he/she shall receive the same letter grade as is granted by the college.

Grades for Citizenship and Work Habits

Any grades assigned for citizenship or work habits, such as effort or study skills, shall be reported as follows:

O	Outstanding
S	Satisfactory
N	Needs Improvement

Pass/Fail Grading

The Superintendent or designee may identify courses or programs for which students may, with parent/guardian permission, elect to earn a Pass or Fail grade instead of a letter grade.

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. The grade shall not be counted in determining class rank, honors list, or membership in the California Scholarship Federation. Students who receive a Fail grade shall not receive credit for taking the course.

Peer Grading

At their discretion, teachers may use peer grading of student tests, papers, and assignments as appropriate to reinforce lessons.

Repeating Classes

With the approval of the principal or designee, a student may repeat a course in order to raise his/her grade. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once for taking the course. The highest grade received shall be used in determining the student's overall grade point average (GPA).

Withdrawal from Classes

A student who drops a course during the first six weeks of the grading period may do so without any entry on his/her permanent record card. A student who drops a course after the first six weeks of the grading period shall receive an F grade on his/her permanent record, unless otherwise decided by the principal or designee because of extenuating circumstances.

Effect of Absences on Grades

Teachers who choose to withhold class credit because of excessive unexcused absences shall so inform students and parents/guardians of such a possibility at the beginning of the school year or semester. When a student reaches the number of unexcused absences defined as excessive in Board policy, the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences.

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade because of excessive unexcused absences, the student's record shall specify that the grade was assigned because of excessive unexcused absences. (Education Code 49067)

Grades for a student in foster care shall not be lowered if the student is absent for any reason specified in Education Code 49069.5.

(cf. 6173.1 - Education for Foster Youth)

Grade Point Average

The Superintendent or designee shall calculate each student's GPA using the grade point assigned to each letter grade in accordance with the scale described in the section "Grades for Academic Performance" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed. Pass/Fail grades shall not be included in the determination of a student's GPA.

When plus and minus designations are added to letter grades, a plus shall be computed by adding 0.3 to the value assigned the letter grade and a minus shall be computed by subtracting 0.3 from the value assigned to the letter grade.

Each academic year, the Superintendent or designee shall provide to the Student Aid Commission the GPA of all district students in grade 12, except for students who have opted out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9)

Regulation 5123: Promotion/Acceleration/Retention

Status: ADOPTED

Original Adopted Date: 03/01/2000 | **Last Revised Date:** 12/01/2013 | **Last Reviewed Date:** 12/01/2013

Acceleration from Kindergarten to First Grade

Any student who meets the age eligibility requirement and has completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the Superintendent or designee agree that the student shall continue in kindergarten. (Education Code 48010, 48011)

A student who does not meet the age eligibility requirement may be admitted to first grade at the discretion of the Superintendent or designee and with the consent of the parent/guardian upon determination that the student is ready for first-grade work, subject to the following minimum criteria: (Education Code 48011; 5 CCR 200)

1. The student is at least five years of age.
2. The student has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability.
3. The student is in the upper five percent of his/her age group in terms of general mental ability.
4. The physical development and social maturity of the student are consistent with his/her advanced mental ability.
5. The parent/guardian of the student has filed a written statement with the district approving the placement in first grade.

Continuation in Kindergarten

Whenever the Superintendent or designee and the parents/guardians agree that a student shall continue in kindergarten for an additional year, the Superintendent or designee shall secure an agreement, signed by the parent/guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Education Code 46300, 48011)

The Superintendent or designee shall not approve a student's continuation in kindergarten until the student has been enrolled in kindergarten for close to one school year.

Retention at Other Grade Levels

If a student is identified as performing below the minimum standard for promotion to the next grade level based on the indicators specified in Board policy, the student shall be retained in his/her current grade level unless the student's regular classroom teacher determines, in writing, that retention is not the appropriate intervention for the student's academic deficiencies. This determination shall specify the

reasons that retention is not appropriate for the student and shall include recommendations for interventions other than retention that, in the opinion of the teacher, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

If the teacher's recommendation to promote is contingent on the student's participation in a summer school or interim session remediation program, the student's academic performance shall be reassessed at the end of the remediation program, and the decision to retain or promote the student shall be reevaluated at that time. The teacher's evaluation shall be provided to and discussed with the student's parents/guardians and the principal before any final determination of retention or promotion. (Education Code 48070.5)

When a student is identified as being at risk of retention, the Superintendent or designee shall so notify the student's parent/guardian as early in the school year as practicable. The student's parent/guardian shall be provided an opportunity to consult with the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

The Superintendent or designee shall also provide a copy of the district's promotion/retention policy and administrative regulation to those parents/guardians who have been notified that their child is at risk of retention.

Appeal Process

Whenever a student's parent/guardian appeals the teacher's decision to promote or retain a student, the burden shall be on the parent/guardian to show why the teacher's decision should be overruled. (Education Code 48070.5)

To appeal a teacher's decision, the parent/guardian shall submit a written request to the Superintendent or designee specifying the reasons that the teacher's decision should be overruled. The appeal must be initiated within 10 school days of the determination of retention or promotion.

The teacher shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

Within 30 days of receiving the request, the Superintendent or designee shall determine whether or not to overrule the teacher's decision. Prior to making this determination, the Superintendent or designee may meet with the parent/guardian and the teacher. If the Superintendent or designee determines that the parent/guardian has overwhelmingly proven that the teacher's decision should be overruled, he/she shall overrule the teacher's decision.

The Superintendent or designee's determination may be appealed by submitting a written appeal to the Governing Board within 15 school days. Within 30 days of receipt of a written appeal, the Board shall meet in closed session to decide the appeal. The Board's decision may be made on the basis of documentation prepared as part of the appeal process or, at the discretion of the Board, the Board may also meet with the parent/guardian, the teacher, and the Superintendent or designee to decide the appeal. The decision of the Board shall be final.

If the final decision is unfavorable to the parent/guardian, he/she shall have the right to submit a written statement of objections which shall become part of the student's record.

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Policy 5125: Student Records

Status: ADOPTED

Original Adopted Date: 03/01/2009 | **Last Revised Date:** 05/01/2018 | **Last Reviewed Date:** 05/01/2018

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent with state and federal law.

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers

only information that directly pertains to school safety or student safety. (Education Code 49073.6)

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

Regulation 5125.1: Release Of Directory Information

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 05/01/2018 | **Last Reviewed Date:** 05/01/2018

Definition

Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

Directory information does not include a student's social security number or student identification number. However, for purposes of accessing or communicating in electronic systems, directory information may include a student identification number, user identification, or other personal identifier used by the student provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)

Directory information also does not include a student's citizenship status, immigration status, place of birth, or any other information indicating national origin.

Notification to Parents/Guardians

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information, how to refuse release, and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37)

In addition, the annual parental notification shall include a statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and that the district will not release such information without parental consent or a court order.

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)

Parent/Guardian Consent

No directory information of a student identified as a homeless child or youth as defined in 42 USC 11434a shall be released, unless the parent/guardian, or the student if he/she is 18 years or older, has provided written consent that directory information may be released. For any other student, directory information shall not be released if his/her parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g, 7908)

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

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Regulation 5125.2: Withholding Grades, Diploma Or Transcripts

Status: ADOPTED

Original Adopted Date: 12/01/1991 | **Last Revised Date:** 03/01/2019 | **Last Reviewed Date:** 03/01/2019

When a minor student willfully cuts, defaces, or otherwise injures real or personal property of the district or willfully does not return district property that has been loaned to the student, the student's parents/guardians may be required to pay the costs of all damages within the limits established pursuant to Education Code 48904. Until the student's parents/guardians have paid for the damages or the student has completed voluntary work or other nonmonetary alternative offered by the district in lieu of monetary damages, the Superintendent or designee may withhold the student's grades, diploma, and/or transcripts. (Education Code 48904, 49014)

This administrative regulation shall not apply to a student who is a current or former homeless or foster youth. (Education Code 49014)

Before withholding a student's grades, diploma, and/or transcripts, the Superintendent or designee shall inform the student's parents/guardians in writing of the student's alleged misconduct. (Education Code 48904)

The student shall be afforded due process consistent with procedures established for the expulsion of students. (Education Code 48904)

When a student who is transferring into the district has had grades, a diploma, and/or transcripts withheld by the previous district, the Superintendent or designee shall continue to withhold the student's grades, diploma, and/or transcripts until notified by the previous district that the decision to withhold has been rescinded. (Education Code 48904.3)

Upon receiving notice that a student whose grades, diploma, and/or transcripts have been withheld by this district has transferred to another district in California, the Superintendent or designee shall provide the student's records to the new district and notify the new district that the student's grades, diploma, and/or transcripts are being withheld from the student and parents/guardians pursuant to Education Code 48904.

The Superintendent or designee shall also notify the student's parents/guardians in writing that the decision to withhold the student's grades, diploma, and/or transcripts will be enforced by the new district. (Education Code 48904.3)

Regulation 5131.2: Bullying

Status: ADOPTED

Original Adopted Date: 05/01/2019 | **Last Revised Date:** 12/01/2019 | **Last Reviewed Date:** 05/01/2019

Examples of Prohibited Conduct

Bullying is an aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and may involve a single severe act or repetition or potential repetition of a deliberate act. Bullying includes, but is not limited to, any act described in Education Code 48900(r).

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying: An act that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying: An act that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm
3. Social/relational bullying: An act that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying: An act such as sending demeaning or hateful text messages or emails, spreading rumors by email or by posting on social networking sites, or posting or sharing embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate
2. Providing information to students, through student handbooks, district and school web sites and social media, and other age-appropriate means, about district and school rules related to bullying,

mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying

3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously
4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as playgrounds, hallways, restrooms, and cafeterias
5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall annually make available to all certificated staff and to other employees who have regular interaction with students the California Department of Education (CDE) online training module on the dynamics of bullying and cyberbullying, including the identification of bullying and cyberbullying and the implementation of strategies to address bullying. (Education Code 32283.5)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Information and Resources

The Superintendent or designee shall post on the district's web site, in a prominent location and in a manner that is easily accessible to students and parents/guardians, information on bullying and harassment prevention which includes the following: (Education Code 234.6)

1. The district's policy on student suicide prevention, including a reference to the policy's age appropriateness for students in grades K-6
2. The definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8
3. Title IX information included on the district's web site pursuant to Education Code 221.61, and a link to the Title IX information included on CDE's web site pursuant to Education Code 221.6
4. District policies on student sexual harassment, prevention and response to hate violence, discrimination, harassment, intimidation, bullying, and cyberbullying
5. A section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media
6. A link to statewide resources, including community-based organizations, compiled by CDE pursuant to Education Code 234.5.
7. Any additional information the Superintendent or designee deems important for preventing bullying and harassment

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character development, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the

student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Support Services

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

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El Tejon Unified School District**

Policy 5141.3: Health Examinations

Status: ADOPTED

Original Adopted Date: 09/01/1988 | **Last Revised Date:** 11/01/2010 | **Last Reviewed Date:** 11/01/2010

The Governing Board recognizes that periodic health examinations of students may lead to early detection and treatment of conditions that impact learning. Health examinations also may help in determining whether special adaptations of the school program are necessary.

The Superintendent or designee shall verify that students have complied with legal requirements for a comprehensive health screening, an oral health assessment, and immunizations at school entry. In addition, the district shall administer tests for vision, hearing, and scoliosis as required by law.

All students who participate as cheerleaders, song leaders, or athletes in organized competitive sports shall first undergo a medical examination and submit documentation of medical clearance to the district. Upon sustaining an injury or serious illness, a student may be required to have another examination before participating further. This requirement does not apply to participants in occasional play day or field day activities.

The Superintendent or designee shall ensure that staff employed to examine students exercise proper care of each student and that examination results are kept confidential. Records related to these examinations shall be maintained and released only in accordance with law.

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Policy 5145.13: Response To Immigration Enforcement

Status: ADOPTED

Original Adopted Date: 05/01/2018 | **Last Reviewed Date:** 05/01/2018

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Regulation 5145.13: Response To Immigration Enforcement

Status: ADOPTED

Original Adopted Date: 05/01/2018 | **Last Reviewed Date:** 05/01/2018

Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

District staff shall report the presence of any immigration enforcement officers to on-site district police

and other appropriate administrators.

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
 - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
 - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
 - c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:

- a. A list or copy of the officer's credentials and contact information
 - b. The identity of all school personnel who communicated with the officer
 - c. Details of the officer's request
 - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge
 - e. District staff's response to the officer's request
 - f. Any further action taken by the officer
 - g. A photo or copy of any documents presented by the officer
10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided

that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

Regulation 5145.7: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 10/01/2014 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

Superintendent
4337 Lebec Road
Lebec, CA 93243
661-248-6247
shaflich@el-tejon.k12.ca.us

Notifications

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX

to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)
5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
7. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR 106.8)

The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who

observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints and allegations of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Policy 5145.7: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 03/01/2012 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, 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.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

In accordance with law and district policies and regulations, 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 district schools.

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Regulation 5145.71: Title IX Sexual Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 07/01/2020 | **Last Revised Date:** 10/01/2020 | **Last Reviewed Date:** 10/01/2020

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations brought by or on behalf of students shall be investigated and resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under BP/AR 1312.3 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

A student shall not be disciplined for alleged sexual harassment under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant,

respondent, or witness

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses,

site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

The district's decision may be appealed to the California Department of Education within 30 days of the written decision in accordance with BP/AR 1312.3.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions,

restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable,

any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

Regulation 6020: Parent Involvement

Status: ADOPTED

Original Adopted Date: 08/01/2006 | **Last Revised Date:** 05/01/2020 | **Last Reviewed Date:** 05/01/2020

District Strategies for Title I Schools

To ensure that parents/guardians and family members of students participating in Title I programs are provided with opportunities to be involved in their children's education, the district shall:

1. Involve parents/guardians and family members in the joint development of a district plan that meets the requirements of 20 USC 6312 and in the development of school support and improvement plans pursuant to 20 USC 6311 (20 USC 6318)

The Superintendent or designee may:

- a. In accordance with Education Code 52063, establish a district-level parent advisory committee and, as applicable, an English learner parent advisory committee to review and comment on the district's local control and accountability plan (LCAP) in accordance with the review schedule established by the Governing Board
 - b. Invite input on the plan from other district committees and school site councils
 - c. Communicate with parents/guardians through the district newsletter, web site, or other methods regarding the plan and the opportunity to provide input
 - d. Provide copies of working drafts of the plan to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
 - e. Ensure that there is an opportunity at a public Board meeting for public comment on the plan prior to the Board's approval of the plan or revisions to the plan
 - f. Ensure that school-level policies on parent/guardian and family engagement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans
2. Provide coordination, technical assistance, and other support necessary to assist and build the capacity of Title I schools in planning and implementing effective parent/guardian and family engagement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education (20 USC 6318)

The Superintendent or designee may:

- a. Assign district personnel to serve as a liaison to the schools regarding Title I parent/guardian and family engagement issues
 - b. Identify funding and other resources, including community resources and services, that may be used to strengthen district and school parent/guardian and family engagement programs
 - c. Provide training for the principal or designee of each participating school regarding Title I requirements for parent/guardian and family engagement, leadership strategies, and communication skills to assist in facilitating the planning and implementation of related activities
 - d. With the assistance of parents/guardians, provide information and training to teachers and other staff regarding effective parent/guardian involvement practices and legal requirements
 - e. Provide information to schools about the indicators and assessment tools that will be used to monitor progress
3. To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies with parent/guardian and family engagement strategies of other relevant federal, state, and local programs and ensure consistency with federal, state, and local laws (20 USC 6318)

The Superintendent or designee may:

- a. Identify overlapping or similar program requirements
 - b. Involve district and school site representatives from other programs to assist in identifying specific population needs
 - c. Schedule joint meetings with representatives from related programs and share data and information across programs
 - d. Develop a cohesive, coordinated plan focused on student needs and shared goals
4. Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family engagement policy in improving the academic quality of the schools served by Title I, including identification of: (20 USC 6318)
 - a. Barriers to greater participation in parent/guardian and family engagement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
 - b. The needs of parents/guardians and family members, so they can better assist with their children's learning and engage with school personnel and teachers
 - c. Strategies to support successful school and family interactions

The Superintendent or designee may:

- a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications
- b. Gather and monitor data regarding the number of parents/guardians and family members participating in district activities and the types of activities in which they are engaged
- c. Recommend to the Board measures to evaluate the impact of the district's parent/guardian and family engagement efforts on student achievement

The Superintendent or designee shall notify parents/guardians of this review and assessment through regular school communications mechanisms and shall provide a copy of the assessment to parents/guardians upon their request. (Education Code 11503)

5. Use the findings of the evaluation conducted pursuant to item #4 above to design evidence-based strategies for more effective parent/guardian and family involvement and, if necessary, to revise the parent/guardian and family engagement policy (20 USC 6318)

The Superintendent or designee may:

- a. Analyze data from the evaluation to identify parent/guardian and family engagement activities that have been successful and those activities that have had lower participation or less meaningful involvement by parents/guardians
 - b. Analyze parent/guardian and family participation to determine the level of participation by traditionally underrepresented groups
 - c. With the involvement of parents/guardians, recommend and draft proposed policy revisions to submit to the Board for consideration
6. Involve parents/guardians in the activities of schools served by Title I, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents/guardians or family members served by the district to adequately represent the needs of the population served by the district for the purposes of developing, revising, and reviewing the parent/guardian and family engagement policy (20 USC 6318)

The Superintendent or designee may:

- a. Include information about school activities in district communications to parents/guardians and family members
- b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians and family members
- c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

In addition, the district shall promote the effective involvement of parents/guardians and support a partnership among the school, parents/guardians, and the community to improve student achievement by implementing the actions specified in item #7 of the section "School-Level Policies for Title I Schools" below. (20 USC 6318)

School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent/guardian and family engagement shall be developed jointly with the parents/guardians and family members of participating students. The school policy shall describe the means by which the school will: (20 USC 6318)

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent/guardian involvement
3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/guardian and family engagement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314

The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:
 - a. Timely information about Title I programs
 - b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the achievement levels of the state academic standards
 - c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education. The district shall respond to any such suggestions as soon as practicably possible.
5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the district
6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state's challenging academic achievement standards
 - b. Ways in which parents/guardians will be responsible for supporting their children's learning, volunteering in the classroom, and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time
 - c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
 - i. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
 - ii. Frequent reports to parents/guardians on their children's progress
 - iii. Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities
 - iv. Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand
7. Promote the effective involvement of parents/guardians and support a partnership among the school, parents/guardians, and the community to improve student achievement through the following actions:
- a. Assist parents/guardians in understanding such topics as the state academic standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children
 - b. Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement
 - c. With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools
 - d. To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education

- e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- f. Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request

In addition, the school plan may include strategies to:

- a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training
- b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training
- c. Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- d. Train parents/guardians to enhance the involvement of other parents/guardians
- e. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation
- f. Adopt and implement model approaches to improving parent/guardian involvement
- g. Establish a parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- h. Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities
- i. Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families
- j. Provide a master calendar of district/school activities and meetings
- k. Provide information about opportunities for parent/guardian and family engagement through the district newsletter, web site, or other written or electronic means
- l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions

- m. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed
 - n. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions
 - o. Provide ongoing workshops to assist school site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops
 - p. Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement
 - q. Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations
2. To the extent practicable, provide opportunities for the informed participation of parents/guardians and family members (including parents/guardians and family members with limited English proficiency, parents/guardians and family members with disabilities, and parents/guardians and family members of migrant children), including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318)

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent/guardian and family engagement policy. Such evaluation may be conducted during the process of reviewing the school plan for student achievement in accordance with Education Code 64001.

The school's policy shall be periodically updated to meet the changing needs of parents/guardians and the school. (20 USC 6318)

District Strategies for Non-Title I Schools

For each school that does not receive federal Title I funds, the Superintendent or designee shall, at a minimum:

- 1. Engage parents/guardians and family members positively in their children's education by providing assistance and training on topics such as state academic standards and assessments to increase their knowledge and skills to use at home to support their children's academic efforts at school and their children's development as responsible members of society (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide or make referrals to literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education

- b. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter
 - c. Provide parents/guardians with information about students' class assignments and homework assignments
- 2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide parents/guardians with information regarding ways to create an effective study environment for their children at home and to encourage good study habits
 - b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing
 - c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees
- 3. Build consistent and effective two-way communication between the home and school so that parents/guardians and family members may know when and how to assist their children in support of classroom learning activities (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students
 - b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom
 - c. Provide information about parent/guardian and family engagement opportunities through district, school, and/or class newsletters, the district's web site, and other written or electronic communications
 - d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand
 - e. Develop mechanisms to encourage parent/guardian input on district and school issues
 - f. Identify barriers to parent/guardian and family participation in school activities, including parents/guardians and family members who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
 - g. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing

translation or interpreter services, transportation, and/or child care

4. Train teachers, administrators, specialized instructional support personnel, and other staff to communicate effectively with parents/guardians as equal partners (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy
 - b. Invite input from parents/guardians regarding the content of staff development activities pertaining to home-school communications
5. Integrate and coordinate parent/guardian and family engagement activities within the LCAP with other activities

The Superintendent or designee may:

- a. Include parent/guardian and family engagement strategies in school reform or school improvement initiatives
 - b. Involve parents/guardians and family members in school planning processes

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Policy 6020: Parent Involvement

Status: ADOPTED

Original Adopted Date: 06/01/1996 | **Last Revised Date:** 05/01/2020 | **Last Reviewed Date:** 05/01/2020

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with parents/guardians and family members to jointly develop and agree upon policy and strategies to meaningfully involve parents/guardians and family members in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

The district's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement and family engagement, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

Title I Schools

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities. (20 USC 6318)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members
2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement
5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

Regulation 6159: Individualized Education Program

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 07/01/2020 | **Last Reviewed Date:** 07/01/2020

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement that is developed, reviewed, and revised by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344, 56345; 34 CFR 300.320, 300.323)

Members of the IEP Team

Unless excused by written agreement in accordance with Education Code 56341, the IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414; 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them

To the extent permitted by federal law, a foster parent shall have the same rights relative to a foster child's IEP as a parent/guardian. (Education Code 56055)

2. If the student is or may be participating in the general education program, at least one of the student's general education teachers designated by the Superintendent or designee to represent the student's general education teachers

The general education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414; 34 CFR 300.324)

3. At least one of the student's special education teachers or, where appropriate, special education providers
4. A representative of the district who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities
 - b. Knowledgeable about the general education curriculum
 - c. Knowledgeable about the availability of district resources
5. An individual who can interpret the instructional implications of assessment results

This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability

In the development, review, or revision of the IEP, the student shall be allowed to provide confidential input to any representative of the IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's general education teacher shall observe the student's academic performance and behavior in the areas of difficulty in the student's learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)
2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist the student in reaching the goals, the following individuals shall be invited to attend: (34 CFR 300.321)

- a. The student, regardless of the student's age

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate, and with the consent of the parent/guardian or adult student, a representative of any other agency that is likely to be responsible for providing or paying for the transition services
3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team

meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414; 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414; 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56345, 56345.1; 20 USC 1414; 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:
 - a. The manner in which the disability affects the student's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)
 - b. For a preschool student, as appropriate, the manner in which the disability affects the student's participation in appropriate activities
 - c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives
2. A statement of measurable annual goals, including academic and functional goals, designed to:
 - a. Meet the student's needs that result from the disability in order to enable the student to be involved in and make progress in the general education curriculum
 - b. Meet each of the student's other educational needs that result from the disability
3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards
4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:
 - a. Advance appropriately toward attaining the annual goals

- b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities
 - c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP
- 5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP
- 6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that the student cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate.

- 7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications
- 8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:
 - a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills
 - b. The transition services, including courses of study, needed to assist the student in reaching those goals
- 9. A description of the means by which the IEP will be provided under emergency conditions, as described in Education Code 46392, in which instruction and/or services cannot be provided to the student either at the school or in person for more than 10 school days. The description shall take into account public health orders and shall include special education and related services, supplementary aids and services, transition services, and extended school year services.
- 10. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of the rights, if any, that will transfer to the student upon reaching age 18, pursuant to Education Code 56041.5
- 11. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation
- 12. For a student whose native language is not English, linguistically appropriate goals, objectives, programs, and services

13. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)
14. If the student is to be transferred from a special class or nonpublic, nonsectarian school into a general education program in a public school for any part of the school day, provision for transition into the general education program including descriptions of activities intended to:
 - a. Integrate the student into the general education program, including the nature of each activity and the time spent on the activity each day or week
 - b. Support the transition of the student from the special education program into the general education program
15. For a student with low incidence disabilities, specialized services, materials, and equipment consistent with the guidelines pursuant to Education Code 56136

To assist a student who is blind, has low vision, or is visually impaired to achieve the student's maximum potential, the IEP team may consider instruction in the expanded core curriculum, including compensatory skills such as Braille, concept development, or other skills needed to access the core curriculum; orientation and mobility; social interaction skills; career technical education; assistive technology, including optical devices; independent living skills; recreation and leisure; self-determination; and sensory efficiency. When appropriate, such services may be offered before or after school. (Education Code 56353)

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (Education Code 56043; 34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56043, 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414; 34 CFR 300.324)

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child

3. The results of the initial or most recent assessment of the student
4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes the student's learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, needs, and appropriate reading and writing media, including an assessment of future needs for instruction in Braille or the use of Braille.

8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with the IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

If an orientation and mobility evaluation is determined to be needed for a student who is blind, has low

vision, or is visually impaired, the evaluation shall be conducted by a person who is appropriately certified as an orientation and mobility specialist and shall occur in familiar and unfamiliar environments, in varying lighting conditions, and in the home, school, and community, as appropriate. The Superintendent or designee may require annual written parent/guardian consent to provide orientation and mobility services when such services are provided before or after school and when they are provided away from the school site. (Education Code 56354; 5 CCR 3051.3)

If a student's IEP requires the provision of assistive technology devices or services, the district shall provide such devices or services and shall, on a case-by-case basis, provide for the use of school-purchased devices in the student's home or other settings if the IEP team determines that the student needs access to those devices in order to receive FAPE. If a student who requires the use of an assistive technology device transfers to another local educational agency, the district shall provide the student with continued access to that device or a comparable device for two months from the date the student ceased to be enrolled in the district or until alternative arrangements can be made to provide access to the device, whichever occurs first. (Education Code 56040.3; 34 CFR 300.105)

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414; 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved
2. Revise the IEP, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305 and Education Code 56381
 - d. The student's anticipated needs
 - e. Any other relevant matter
3. Consider the special factors listed in items #5-9 above under "Development of the IEP" when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414; 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414; 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (Education Code 56380.1; 20 USC 1414; 34 CFR 300.324)

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings
2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the

student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341
 - b. The provision of Education Code 56341 relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414, and 34 CFR 300.320
2. An indication that the student is invited to the IEP team meeting

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

The parent/guardian shall have the right and opportunity to examine all of the student's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting the student, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414; 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian to attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of the IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student pursuant to 20 USC 1414, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian. (Education Code 56346)

If the parent/guardian fails to respond or refuses to consent to the initiation of services, the district shall not use the due process hearing procedures pursuant to 20 USC 1415 to obtain agreement or a ruling that the services may be provided to the student. In such circumstances, the district shall not be required to convene an IEP team or develop an IEP for the student. (Education Code 56346)

If the parent/guardian consents in writing to the receipt of special education and related services for the student but does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415. While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in

order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including the IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same Special Education Local Plan Area (SELPA) during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless the student's parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP in consultation with the student's parent/guardian, for a period not to exceed 30 days. By the end of that period, the district shall either adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

Regulation 6159.1: Procedural Safeguards And Complaints For Special Education

Status: ADOPTED

Original Adopted Date: 03/01/2005 | **Last Revised Date:** 07/01/2020 | **Last Reviewed Date:** 07/01/2020

Prior Written Notice

The Superintendent or designee shall send to the parents/guardians of any student with disabilities a prior written notice: (Education Code 56346, 56500.4, 56500.5; 20 USC 1415; 34 CFR 300.102, 300.300, 300.503)

1. Before the district initially refers the student for assessment
2. Within a reasonable time before the district proposes to initiate or change the student's identification, assessment, educational placement, or the provision of a free appropriate public education (FAPE) to the student
3. Within a reasonable time before the district refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student
4. Within a reasonable time before the student graduates from high school with a regular diploma thus resulting in a change in placement
5. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to the student

This prior written notice shall include: (Education Code 56500.4; 20 USC 1415; 34 CFR 300.503)

1. A description of the action proposed or refused by the district
2. An explanation as to why the district proposes or refuses to take the action
3. A description of each assessment procedure, assessment, record, or report the district used as a basis for the proposed or refused action
4. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained
5. Sources for parents/guardians to obtain assistance in understanding these provisions
6. A description of any other options that the individualized education program (IEP) team considered and why those options were rejected
7. A description of any other factors relevant to the district's proposal or refusal

Procedural Safeguards Notice

A procedural safeguards notice shall be made available to parents/guardians of students with disabilities once each school year and: (Education Code 56301; 20 USC 1415; 34 CFR 300.504)

1. Upon initial referral or parent/guardian request for assessment
2. Upon receipt of the first state compliance complaint in a school year, filed in accordance with the section "State Compliance Complaints" below
3. Upon receipt of the first due process hearing request in a school year
4. In accordance with the discipline procedures pursuant to 34 CFR 300.530(h), when removal of a student because of a violation of a code of conduct constitutes a change of placement
5. Upon request by a parent/guardian

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: (Education Code 56301; 20 USC 1415; 34 CFR 300.504)

1. Independent educational evaluation
2. Prior written notice
3. Parental consent, including a parent/guardian's right to revoke consent, in writing, to the student's continued receipt of special education and related services
4. Access to educational records
5. Opportunity to present complaints and resolve complaints through the due process complaint and state compliance complaint procedures, including the time period in which to file a complaint, the opportunity for the district to resolve the complaint, and the difference between a due process complaint and the state compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures
6. The availability of mediation
7. The student's placement during the pendency of any due process complaint
8. Procedures for students who are subject to placement in an interim alternative educational setting
9. Requirements for unilateral placement by parents/guardians of students in private schools at public expense
10. Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations

11. State-level appeals
12. Civil actions, including the time period in which to file those actions
13. Availability of attorneys' fees pursuant to 34 CFR 300.517

This notice shall also include the rights and procedures contained in Education Code 56500-56509, including: (Education Code 56321, 56321.5, 56321.6)

1. Information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing
2. The timelines for completing each process
3. Whether the process is optional
4. The type of representative who may be invited to participate
5. The right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341.1
6. Information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind

A copy of this notice shall be attached to the student's assessment plan. At each IEP meeting, the Superintendent or designee shall inform the parent/guardian of the federal and state procedural safeguards that were provided in the notice. (Education Code 56321, 56500.1)

Format of Parent/Guardian Notices

The parents/guardians of a student with a disability shall be provided written notice of their rights in language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. (Education Code 56341, 56506; 34 CFR 300.503, 300.504)

If the native language of other mode of communication of the parent/guardian is not a written language, the district shall take steps to ensure that the notice is translated orally or by other means in the parent/guardian's native language or other mode of communication and that the parent/guardian understands the contents of the notice. (34 CFR 300.503)

The district may place a copy of the procedural safeguards notice on the district's web site. (20 USC 1415)

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

Filing Due Process Complaints

A parent/guardian and/or the district may initiate due process hearing procedures whenever: (Education Code 56501; 20 USC 1415)

1. There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
2. There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
3. The parent/guardian refuses to consent to an assessment of the student.
4. There is a disagreement between a parent/guardian and the district regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148.

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (Education Code 56502; 20 USC 1415; 34 CFR 300.508)

1. The student's name
2. The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student
3. The name of the school the student attends
4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem
5. A proposed resolution to the problem to the extent known and available to the complaining party at the time

Parties filing a due process complaint shall file their request with the state Office of Administrative Hearings, Special Education Division.

The request shall be filed within two years from the date the party initiating the request knew or had reason to know of the facts underlying the basis for the request. This timeline shall not apply if the district misrepresented that it had solved the problem or withheld required information from the parent/guardian. (Education Code 56505; 20 USC 1415; 34 CFR 300.507, 300.511)

District's Response to Due Process Complaints

If the district has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the district shall, within 10 days of receipt of the complaint, send a response specifically addressing the issues in the complaint. (20 USC 1415; 34 CFR 300.508)

If the district has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the district shall send a response to the parent/guardian within 10 days of receipt of the complaint containing: (20 USC 1415; 34 CFR 300.508):

1. An explanation of why the district proposed or refused to take the action raised in the complaint
2. A description of other options that the IEP team considered and the reasons that those options were rejected
3. A description of each assessment procedure, assessment, record, or report the district used as the basis for the proposed or refused action
4. A description of the factors that are relevant to the district's proposal or refusal

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the district shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

Informal Process/Pre-Hearing Mediation Conference

Prior to or upon initiating a due process hearing, the Superintendent or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally to resolve any issue(s) relating to the identification, assessment, education and placement, or provision of FAPE for a student with disabilities. The Superintendent or designee shall have the authority to resolve the issue(s). (Education Code 56502)

In addition, either party may file a request with the state Office of Administrative Hearings for a mediation conference. (Education Code 56500.3)

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)

State Compliance Complaints

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file with the California Department of Education (CDE) a written and signed statement alleging that, within the previous year, any of the following occurred: (5 CCR 3200, 3201)

1. The district violated Part B of the Individuals with Disabilities Education Act (20 USC 1411-1419) and its implementing regulations (34 CFR 300.1-300.818).
2. The district violated Part 30 of the Education Code (Education Code 56000-56865) and 5 CCR 3200-3205.
3. The district violated the terms of a settlement agreement related to the provision of FAPE, excluding any allegation related to an attorney fees provision in a settlement agreement.

4. The district failed or refused to implement a due process hearing order to which the district is subject.
5. Physical safety concerns interfered with the provision of FAPE.

The complaint shall include: (5 CCR 3202; 34 CFR 300.153)

1. A statement that the district has violated or failed to comply with any provision set forth in 5 CCR 3201
2. The facts on which the statement is based
3. The signature and contact information for the complainant
4. If alleging violations with respect to a specific student, the student's name and address (or other available contact information for a homeless student), the name of the school that the student is attending, a description of the nature of the student's problem and facts related to the problem, and a proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed

The complainant shall forward a copy of the complaint to the Superintendent or designee at the same time the complaint is filed with CDE. (5 CCR 3202)

Within 30 days of the date of CDE's investigation report, the district or complainant may request reconsideration of the decision in accordance with 5 CCR 3204. Pending CDE's response, any corrective actions set forth in the report shall remain in effect and enforceable, unless stayed by a court. (5 CCR 3204)

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Policy 6159.1: Procedural Safeguards And Complaints For Special Education Status: ADOPTED

Original Adopted Date: 06/01/1998 | **Last Revised Date:** 07/01/2020 | **Last Reviewed Date:** 07/01/2020

The Governing Board recognizes its obligation to provide a free appropriate public education (FAPE) to students with disabilities and to uphold the rights of parents/guardians to be involved in educational decisions regarding their child. Parents/guardians of students with disabilities shall receive written notice of their rights under the federal Individuals with Disabilities Education Act.

Whenever there is a dispute between the district and the parent/guardian of a student with disabilities regarding the identification, assessment, or educational placement of the student or the provision of FAPE to the student, the Superintendent or designee shall encourage the early, informal resolution of the dispute at the school level to the extent possible. The district or parent/guardian may also request mediation and/or a due process hearing in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

Any complaint alleging the district's noncompliance with federal or state laws or regulations related to the provision of a free appropriate public education to students with disabilities shall be filed in accordance with 5 CCR 3200-3205.

Regulation 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education **Status: ADOPTED**

Original Adopted Date: 06/01/1995 | **Last Revised Date:** 07/01/2020 | **Last Reviewed Date:** 07/01/2020

Master Contract

Every master contract between the district and a nonpublic, nonsectarian school or agency (NPS/A) shall specify the general administrative and financial agreements for providing special education and designated instruction and services. The master contract shall be for a term not to exceed one year and shall be renegotiated prior to June 30. Provisions of the contract shall include, but not be limited to: (Education Code 56366; 5 CCR 3062)

1. Student-teacher ratios
2. Transportation specified in a student's individualized education program (IEP)

The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.
3. Procedures for recordkeeping and documentation
4. The maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student
5. An individual services agreement for each student, which will be negotiated for the length of time for which NPS/A special education and designated instruction and services are specified in the student's IEP
6. A description of the process to be utilized by the district to oversee and evaluate placements in the NPS/A, including a method for evaluating whether each student is making appropriate educational progress
7. Procedures and responsibilities for attendance and unexcused absences
8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and insurance requirements
9. Payment schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions

The contract may allow for partial or full-time attendance at the NPS/A. (Education Code 56366)

With mutual agreement of the district and NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in the student's individual services agreement. (Education Code 56366)

The master contract or individual services agreement may be terminated for cause if either party gives 20 days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

Placement and Services

For any student to be placed in an NPS/A, the Superintendent or designee shall develop an individual services agreement based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the NPS/A services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

At least once each year, the district shall: (Education Code 56366)

1. Evaluate the educational progress of each student placed in an NPS/A, including a review of state assessment results
2. During the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in an NPS/A. (5 CCR 3069)

When a special education student meets the district requirements for completion of the prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

Out-of-State Placements

Before contracting with an NPS/A outside California, the Superintendent or designee shall document the district's efforts to use public schools and/or to find an appropriate program offered by an NPS/A within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the costs of the special education and related services provided, and the district's efforts to locate an appropriate public school or NPS/A within California. (Education Code 56365)

If the district decides to place a student with an NPS/A outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during

the previous year to return the student to California. (Education Code 56365)

On-Site Visits

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the school or agency, if the district does not have any other students currently enrolled at the NPS/A. (Education Code 56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement
2. A review of progress the student is making toward the goals set forth in the student's IEP
3. A review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable
4. An observation of the student during instruction
5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the on-site visit. (Education Code 56366.1)

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**Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For
Special Education**

Status: ADOPTED

Original Adopted Date: 06/01/1995 | **Last Revised Date:** 07/01/2020 | **Last Reviewed Date:** 07/01/2020

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student shall be placed in an NPS/A unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the placement is appropriate for the student. (Education Code 56342.1)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A. (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

Regulation 6163.2: Animals At School

Status: ADOPTED

Original Adopted Date: 10/01/1996 | **Last Revised Date:** 03/01/2011 | **Last Reviewed Date:** 03/01/2011

Use of Animals for Instructional Purposes

Before any student or employee brings an animal to school for an instructional purpose, he/she shall receive written permission from the principal or designee. The principal or designee shall give such permission only after he/she has provided written notification to all parents/guardians of students in the affected class, asking them to verify whether their child has any known allergies, asthma, or other health condition that may be aggravated by the animal's presence. When a parent/guardian has provided notification that his/her child has an allergy, asthma, or other health condition that may be aggravated by the animal, the principal shall take appropriate measures to protect the student from exposure to the animal.

All animals brought to school must be in good physical condition and must be appropriately immunized. The teacher shall ensure that the species of animal is appropriate for the instructional purpose and age and maturity of the students.

All animals brought to school shall be adequately fed, effectively controlled, humanely treated, and properly housed in cages or containers suitable for the species. The teacher shall ensure that cages and containers are cleaned regularly and that waste materials are removed and disposed of in an appropriate manner.

The teacher shall ensure that students receive instructions regarding the proper handling of and personal hygiene around animals.

Except for service animals, as defined below, all animals are prohibited on school transportation services. (Education Code 39839; 13 CCR 1216)

Use of Service Animals by Individuals with Disabilities

For an individual with a disability, service animal means any dog that is individually trained to do work or perform tasks related to the individual's disability and for his/her benefit. For example, for an individual who is blind or has low vision, a service animal would mean a dog that helps him/her with vision, navigation, and other tasks; for an individual who is deaf or hard of hearing, a service animal would mean a dog that alerts him/her to the presence of people or sounds; and for an individual with psychiatric or neurological disabilities, a service animal would mean a dog that assists him/her by preventing or interrupting impulsive or destructive behaviors. (28 CFR 35.104)

Individuals with disabilities may be accompanied on school premises and on school transportation by service animals, including specially trained guide dogs, signal dogs, or service dogs. (Education Code 39839; Civil Code 54.2; 28 CFR 35.136)

The Superintendent or designee may permit the use of a miniature horse as a service animal when the horse has been individually trained to do work or perform tasks for the benefit of an individual with a disability, provided that: (28 CFR 35.136)

1. The district's facility can accommodate the type, size, and weight of the horse.
2. The individual has sufficient control of the horse.
3. The horse is housebroken.
4. The horse's presence in the specific facility does not compromise legitimate safety requirements of the facility.

The Superintendent or designee may ask any individual with a disability to remove his/her service animal from school premises or transportation if the animal is out of control and the individual does not take effective action to control it or the animal is not housebroken. When an individual's service animal is excluded, he/she shall be given an opportunity to participate in the service, program, or activity without having the service animal present. (Education Code 39839; Civil Code 54.2; 28 CFR 35.136)

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Policy 6163.2: Animals At School

Status: ADOPTED

Original Adopted Date: 10/01/1996 | **Last Revised Date:** 03/01/2011 | **Last Reviewed Date:** 03/01/2011

The Governing Board recognizes that animals can contribute to the district's instructional program by being effective teaching aids to students and by assisting individuals with disabilities to access district programs and activities. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

The Superintendent or designee shall develop rules and procedures to ensure that when animals are brought to school, the health, safety, and welfare of students, staff, and the animals are protected. However, the district assumes no liability for the safety of animals allowed on district property.

Policy 6178.2: Regional Occupational Center/Program

Status: ADOPTED

Original Adopted Date: 07/01/2008 | **Last Reviewed Date:** 07/01/2008

The Governing Board desires to provide opportunities for district students to receive specialized training and career technical skills through a regional occupational center or program (ROC/P) that prepares them for employment, advanced training, or postsecondary education.

The district shall operate its own ROC/P, with the district Board serving as the governing board of the ROC/P. (Education Code 52301, 52310.5)

The Board shall adopt and regularly review the mission, goals, budget, curriculum, and policies of the ROC/P to ensure that the program is focused on student learning and meets all applicable state and federal laws, regulations, and standards.

The Board shall establish an employer advisory board to perform the duties specified in Education Code 52302.2. The employer advisory board shall be composed of representatives of trade organizations and businesses or government agencies that hire a significant number of employees each year and require the skills and knowledge that are taught in the course sequence(s) in that occupational area, as well as at least one representative from a school district career technical educational advisory committee. (Education Code 52302.2)

Student Eligibility and Participation

To enroll in the ROC/P on a part-time or full-time basis, a district high school or adult student must have his/her admittance approved by the ROC/P based on a determination that he/she will benefit from the program. To be eligible, a student must be at least 16 years of age, unless he/she meets one of the conditions specified in Education Code 52314. (Education Code 52314, 52314.5, 52315)

Adult students may have access to ROC/P classes offered on high school campuses during the school day.

A student who is attending an ROC/P may be exempted from the district's full-time compulsory continuation education program and/or physical education in accordance with law, Board policy, and administrative regulation. (Education Code 48410, 52316)

Credits earned from courses completed in an ROC/P may be applied toward fulfillment of high school graduation course requirements. (Education Code 51225.3, 52310)

Student Services

The district may provide or arrange for transportation to the ROC/P in accordance with law, Board policy, and administrative regulation.

The district's academic counseling program shall be designed to increase students' awareness of available

educational options aligned with their career goals, including, as appropriate, career technical programs offered through the ROC/P.

Program Evaluation

The Board shall annually hold a public hearing to review and assess the participation of district students in grades 11-12 in the ROC/P and shall adopt an annual plan to increase participation of students in this program, unless it is determined that there are no additional district students who would benefit from this participation. (Education Code 52304.1)

The Board also shall review student achievement data for participating district students.

Regulation 6184: Continuation Education

Status: ADOPTED

Original Adopted Date: 06/01/1989 | **Last Revised Date:** 03/01/2023 | **Last Reviewed Date:** 03/01/2023

Program Components

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

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

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

Involuntary Transfer

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

1. Committed an act enumerated in Education Code 48900
2. Has been habitually truant or irregular in attendance from instruction the student is lawfully required to attend.

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

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

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

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

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

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

Voluntary Enrollment

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

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

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

1. A student's voluntary placement in continuation education shall not be used as an alternative to expulsion unless alternative means of correction have been attempted pursuant to Education Code 48900.5.
2. The district shall strive to ensure that no specific group of students, including a group based on race, ethnicity, language status, or special needs, is disproportionately enrolled in continuation education within the district.
3. The Superintendent or designee shall annually review disaggregated student enrollment data and report such data to the Governing Board. If it is determined that one or more student groups are enrolled in continuation education at a significantly higher level than their proportional enrollment in the district, the Superintendent or designee shall conduct a review of enrollment criteria and procedures to determine the reason for the disproportionate enrollment.
4. A copy of this administrative regulation and accompanying Board policy shall be provided to a student whose voluntary transfer to a continuation school is under consideration and to the student's parent/guardian.
5. Before a student is transferred and upon request by the student's parent/guardian, the parent/guardian may meet with a counselor, principal, or administrator from both the school that the student is currently attending and the continuation school to determine if transferring is the best option for the student.
6. To the extent possible, voluntary transfer to a continuation school shall occur within the first four weeks of each semester.
7. The transfer is voluntary, and the student has a right to return to the student's previous school.
8. A student who is voluntarily enrolled in continuation education may return to the regular high school at the beginning of the following school year, or at any other time with the consent of the Superintendent or designee.

Intake and Orientation

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

objectives.

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

Minimum Attendance Requirement

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

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

Leaves of Absence

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

Reenrollment

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

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Policy 6184: Continuation Education

Status: ADOPTED

Original Adopted Date: 06/01/1989 | **Last Revised Date:** 04/01/2014 | **Last Reviewed Date:** 04/01/2014

The Governing Board shall provide a continuation education program as an option for at-risk students who may need a flexible educational environment. The continuation education program shall be designed to meet the educational needs of each student, provide an opportunity for participating students to complete the required course of instruction necessary to graduate from high school, emphasize occupational orientation or a work study schedule, and offer intensive guidance services.

The continuation education program shall be aligned with the goals identified in the district's local control and accountability plan, designed and implemented in collaboration with other high schools within the district, and coordinated with other educational options available to district students.

The Superintendent or designee shall appoint a director of continuation education who shall be responsible for the organization and administration of the district's continuation education program and guidance, placement, and follow-up services for participating students. (5 CCR 11000, 11003)

The continuation high school shall be conducted for not less than 175 days during a school year. The Board may maintain continuation classes during the district's regular school hours, during special school hours for these classes established by the Board, or during such hours and for such length of time during the day or evening that adult education classes are maintained. (Education Code 48434; 5 CCR 11004)

Students eligible for continuation education classes shall be age 16 or 17 years at the time of their enrollment and shall not have graduated from high school. (Education Code 48400, 48413)

A student may be involuntarily transferred into a continuation education program in accordance with law and administrative regulation. (Education Code 48432.5)

With the consent of the Superintendent or designee, a student may voluntarily enroll in continuation classes in order to receive special attention such as individualized instruction. (Education Code 48432, 48432.3, 48432.5)

Priority for voluntary enrollment in continuation classes shall be given to students who need credit recovery in order to graduate with their peers and to students who, due to employment, pregnancy, parenting responsibilities, or other circumstances, are unable to attend a comprehensive high school. A student with a disability shall be admitted only if his/her individualized education program specifically states that a continuation high school setting meets his/her needs.

Enrollment criteria shall be applied consistently throughout the district. (Education Code 48432.3)

Students may be enrolled in a regional occupational center or program within the county in lieu of, or in combination with, continuation education. (Education Code 48432)

Students otherwise subject to compulsory attendance in continuation education classes may be exempted if they meet any of the conditions specified in Education Code 48410 and AR 5112.1 - Exemptions from Attendance.

The Superintendent or designee shall regularly evaluate the effectiveness of district continuation education programs and report these evaluation results to the Board. Indicators may include, but not be limited to, disaggregated data on student enrollment, student assessment results, and graduation rates.

**CSBA Sample District Policy Manual
El Tejon Unified School District**

Bylaw 9322: Agenda/Meeting Materials

Status: ADOPTED

Original Adopted Date: 03/01/2008 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 12/01/2018

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning and well-being.

Each agenda shall state the meeting time and location and shall briefly describe each item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting. (Government Code 54954.2)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information, and if so, respond accordingly.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer

directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

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

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

The Superintendent or designee shall email a copy of, or a web site link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a web site link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made

available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the PRA. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

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 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-STE-T2-TY3-TYP4 T9MPS			Liq Amt	Net Amount	
002361/00	A-Z BUS SALES INC	000000000						
	PV-231202 06/02/2023	INVCOL10669	01-3213-0-5600.00-0000-3600-010-00-000-0000 NN				582.88	
		TOTAL PAYMENT AMOUNT			582.88 *		582.88	
880735/00	Air Cleaning Specialists, Inc.	431192856						
230186 PO-230186	06/07/2023	0208590-IN	1 01-6385-0-4300.00-3800-1000-001-00-000-0000 NN P			6,480.00	6,666.91	
		TOTAL PAYMENT AMOUNT			6,666.91 *		6,666.91	
001466/00	Aramark Uniform Services	000000000	99 EFT					
	PV-231214 06/07/2023	2601556896	01-0000-0-4300.00-0000-8100-010-00-000-0000 NN				331.84	
	PV-231214 06/07/2023	2601556895	01-0000-0-4300.00-0000-8100-010-00-000-0000 NN				230.56	
		TOTAL PAYMENT AMOUNT			562.40 *		562.40	
006170/00	Canelli Plumbing							
	PV-231206 06/06/2023	3095 eye wash station	01-8150-0-5600.00-0000-8100-002-00-000-0000 NN				675.00	
		TOTAL PAYMENT AMOUNT			675.00 *		675.00	
006019/00	Corey Hansen							
	PV-231218 06/07/2023	REIMB_C.Hansen_KnottsBerryF	01-2600-0-5200.00-1110-1000-001-00-000-0000 NN				83.72	
		TOTAL PAYMENT AMOUNT			83.72 *		83.72	
000042/00	FRAZIER PARK LUMBER & ACE	922121267						
230023 PO-230023	06/02/2023	253020	1 01-8150-0-4300.00-0000-8100-010-00-000-0000 NN P			0.00	37.00	
230023 PO-230023	06/02/2023	253015	1 01-8150-0-4300.00-0000-8100-010-00-000-0000 NN P			0.00	125.80	
230023 PO-230023	06/05/2023	253060	1 01-8150-0-4300.00-0000-8100-010-00-000-0000 NN P			0.00	43.08	
230023 PO-230023	06/05/2023	253052	1 01-8150-0-4300.00-0000-8100-010-00-000-0000 NN P			0.00	117.02	
230023 PO-230023	06/06/2023	253081	1 01-8150-0-4300.00-0000-8100-010-00-000-0000 NN P			0.00	7.18	
230023 PO-230023	06/06/2023	253080	1 01-8150-0-4300.00-0000-8100-010-00-000-0000 NN P			0.00	28.89	
230023 PO-230023	06/07/2023	253100	1 01-8150-0-4300.00-0000-8100-010-00-000-0000 NN P			0.00	31.90	
230023 PO-230023	06/07/2023	253101	1 01-8150-0-4300.00-0000-8100-010-00-000-0000 NN P			0.00	25.11	
		TOTAL PAYMENT AMOUNT			415.98 *		415.98	

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ACCOUNTS PAYABLE PRELIST
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
000209/00	JANITORIAL USA	952914724						
PV-231215	06/07/2023	FMHS Carpet Install	6/2/23	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY	675.69		
		TOTAL PAYMENT AMOUNT		675.69 *		675.69		
008041/00	Lebec Parts, LLC/CQ of Lebec							
230001	PO-230001	06/02/2023	15389-95730	1 01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	0.00	74.67	
		TOTAL PAYMENT AMOUNT		74.67 *		74.67		
000089/00	MOUNTAINSIDE DISPOSAL	000000000						
PV-231211	06/06/2023	707880		01-0000-0-5500.06-0000-8100-010-00-000-0000	NN	1,070.58		
		TOTAL PAYMENT AMOUNT		1,070.58 *		1,070.58		
001138/00	NATIONAL FFA ORGANIZATION	54052844						
PV-231205	06/06/2023	MDS303071 FFA TShirts		01-7010-0-4300.00-3800-1000-007-00-000-0000	NN	1,162.00		
		TOTAL PAYMENT AMOUNT		1,162.00 *		1,162.00		
880705/00	Perseverance Educational Con.							
PV-231204	06/02/2023	0952025		01-6331-0-5200.00-1110-1000-002-00-000-0000	NN	6,000.00		
		TOTAL PAYMENT AMOUNT		6,000.00 *		6,000.00		
008223/00	ProCare Therapy	261251927						
230009	PO-230009	06/02/2023	20697661	1 01-6500-0-5800.00-5770-3150-010-00-000-0000	NN P	0.00	1,342.25	
		TOTAL PAYMENT AMOUNT		1,342.25 *		1,342.25		
008239/00	Robert Stowell	770565426						
PV-231207	06/06/2023	ET Drywall and Book Room		01-8150-0-5800.00-0000-8100-001-00-000-0000	NY	5,478.00		
		TOTAL PAYMENT AMOUNT		5,478.00 *		5,478.00		
000914/00	SCHOOL SERVICES OF CALIF.	000000000						
PV-231210	06/06/2023	W129933-IN HR T. Caverhill		01-3213-0-5800.00-0000-7200-010-00-000-0000	NN	195.00		
PV-231210	06/06/2023	W129934-IN HR V. Romero		01-3213-0-5800.00-0000-7200-010-00-000-0000	NN	195.00		
PV-231210	06/06/2023	W130096-IN Construction V.R		01-3213-0-5800.00-0000-7200-010-00-000-0000	NN	275.00		

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ACCOUNTS PAYABLE PRELIST
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SQ-GOAL-FUNC-STE-T2-TY3-TYP4 T9MPS	Liq Amt	Net Amount			
TOTAL PAYMENT AMOUNT				665.00 *	665.00			
000094/00	SCHWEBEL PETROLEUM CO, INC	952962284						
PV-231217	06/07/2023	284712	01-0000-0-4300.00-0000-3600-010-00-000-0000 NN		3,847.82			
TOTAL PAYMENT AMOUNT				3,847.82 *	3,847.82			
008109/00	SOCAL Flower & Supply, Inc.							
PV-231219	06/07/2023	2620743	01-7010-0-4300.00-3800-1000-007-00-000-0000 NN		125.00			
TOTAL PAYMENT AMOUNT				125.00 *	125.00			
000099/00	SOUTHERN CALIFORNIA EDISON	000000000						
PV-231208	06/06/2023	700224978410 JUNE 2023	01-0000-0-5500.01-0000-8100-007-00-000-0000 NN		530.70			
PV-231208	06/06/2023	700558405297 JUNE 2023	01-0000-0-5500.01-0000-8100-007-00-000-0000 NN		508.91			
PV-231208	06/06/2023	700571913660 JUNE 2023	01-0000-0-5500.01-0000-8100-001-00-000-0000 NN		2,051.59			
PV-231208	06/06/2023	700573116157 JUNE 2023	01-0000-0-5500.01-0000-8100-001-00-000-0000 NN		1,543.65			
PV-231208	06/06/2023	700567450246 JUNE 2023	01-0000-0-5500.01-0000-8100-001-00-000-0000 NN		359.27			
TOTAL PAYMENT AMOUNT				4,994.12 *	4,994.12			
000075/00	THE MOUNTAIN ENTERPRISE	000000000						
PV-231209	06/06/2023	1171 06/01/2023	01-0000-0-5800.00-0000-7200-010-00-000-0000 NN		969.08			
PV-231209	06/06/2023	5062 06/01/2023	01-0000-0-5800.00-0000-7200-010-00-000-0000 NN		79.20			
PV-231209	06/06/2023	61978 Notice of Public Hear	01-0000-0-5800.00-0000-7200-010-00-000-0000 NN		21.28			
TOTAL PAYMENT AMOUNT				1,069.56 *	1,069.56			
008198/00	Terry Raffensperger							
PV-231203	06/02/2023	REIMB_T.RAFFENSPERGER_MILEA	01-0000-0-5200.00-0000-8100-010-00-000-0000 NN		326.19			
TOTAL PAYMENT AMOUNT				326.19 *	326.19			
880662/00	Tyack's Tires							
PV-231212	06/06/2023	223734	01-0000-0-4300.00-0000-3600-010-00-000-0000 NN		149.75			
TOTAL PAYMENT AMOUNT				149.75 *	149.75			

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ACCOUNTS PAYABLE PRELIST
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SQ-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
002699/00		skOO'kum h20 monitoring inc						
PV-231213	06/06/2023	23-393	01-0000-0-5800.00-0000-8100-007-00-000-0000	NN		600.00		
PV-231213	06/06/2023	23-391	01-0000-0-5800.00-0000-8100-007-00-000-0000	NN		340.00		
PV-231213	06/06/2023	23-392	01-0000-0-5800.00-0000-8100-007-00-000-0000	NN		600.00		
TOTAL PAYMENT AMOUNT					1,540.00 *	1,540.00		
TOTAL FUND					CHECKS	36,945.12 **	36,945.12	
TOTAL FUND					EFT	562.40 **	562.40	
TOTAL FUND					PAYMENT	37,507.52 **	37,507.52	

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 T9MPS	Liq Amt	Net Amount			
003535/00	JORDANO'S							
PV-231216	06/07/2023	6831333	13-5310-0-4700.00-0000-3700-010-00-000-0000 NN	1,178.07				
			TOTAL PAYMENT AMOUNT	1,178.07 *	1,178.07			
003389/00	TK Elevator Corporation	000000000						
PV-231201	06/02/2023	3007298653	13-5310-0-5800.00-0000-3700-010-00-000-0000 NN	87.56				
			TOTAL PAYMENT AMOUNT	87.56 *	87.56			
			TOTAL FUND PAYMENT	1,265.63 **	1,265.63			
			TOTAL BATCH CHECKS	38,210.75 ***	0.00	38,210.75		
			TOTAL BATCH EFT	562.40 ***	0.00	562.40		
			TOTAL BATCH PAYMENT	38,773.15 ***	0.00	38,773.15		
			TOTAL DISTRICT CHECKS	38,210.75 ****	0.00	38,210.75		
			TOTAL DISTRICT EFT	562.40 ****	0.00	562.40		
			TOTAL DISTRICT PAYMENT	38,773.15 ****	0.00	38,773.15		
			TOTAL FOR ALL DISTRICTS CHK:	38,210.75 ****	0.00	38,210.75		
			TOTAL FOR ALL DISTRICTS EFT:	562.40 ****	0.00	562.40		
			TOTAL FOR ALL DISTRICTS:	38,773.15 ****	0.00	38,773.15		
Number of checks to be printed:	22, not counting voids due to stub overflows.				38,210.75			
Number of EFT generated:	1				562.40			

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 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
003390/00	BOYS & GIRLS CLUBS OF BAKERS							
PV-231221	06/08/2023	21ETASES2223	01-6010-0-5100.00-1110-4000-002-00-000-0000	NN			9,053.97	
		TOTAL PAYMENT AMOUNT	9,053.97 *				9,053.97	
008038/00	Brady Industries	942289369	99 EFT					
230037	PO-230037	06/13/2023	8101544	2 01-3213-0-4300.00-0000-3140-010-00-000-0000	NY P	52.00	52.00	
230037	PO-230037	06/13/2023	8103073	2 01-3213-0-4300.00-0000-3140-010-00-000-0000	NY P	759.47	759.47	
		TOTAL PAYMENT AMOUNT	811.47 *				811.47	
005334/00	Bus Parts Warehouse							
PV-231231	06/13/2023	IN158742	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN			45.63	
		TOTAL PAYMENT AMOUNT	45.63 *				45.63	
003160/00	CENTRAL VALLEY OCCUP		99 EFT					
PV-231224	06/09/2023	00559893-00	01-0000-0-5800.00-0000-7200-010-00-000-0000	NN			453.00	
		TOTAL PAYMENT AMOUNT	453.00 *				453.00	
880740/00	Colby Barker							
PV-231228	06/13/2023	REIMB_C.BARKER_USC Parking	01-6387-0-5200.00-3800-1000-007-00-000-0000	NN			20.00	
PV-231228	06/13/2023	REIMB_C.BARKER_USC Gas	01-6387-0-5200.00-3800-1000-007-00-000-0000	NN			110.00	
PV-231228	06/13/2023	REIMB_C.BARKER_Truck Suppli	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN			62.76	
		TOTAL PAYMENT AMOUNT	192.76 *				192.76	
000042/00	FRAZIER PARK LUMBER & ACE	922121267						
230023	PO-230023	06/07/2023	253110	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	58.02	
230023	PO-230023	06/08/2023	253122	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	23.70	
230023	PO-230023	06/08/2023	253116	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	19.45	
230023	PO-230023	06/08/2023	253126	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	45.78	
230023	PO-230023	06/09/2023	253136	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	38.14	
230023	PO-230023	06/09/2023	253137	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	26.93	
230023	PO-230023	06/13/2023	253180	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	87.40	
230023	PO-230023	06/13/2023	253160	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	37.58	
230023	PO-230023	06/13/2023	253179	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	11.96	
230023	PO-230023	06/13/2023	253181	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	293.96	
		TOTAL PAYMENT AMOUNT	642.92 *				642.92	

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
880741/00	Frazier Mountain High School							
PV-231234	06/13/2023	REIMB_FMHS_ Grad Photograph	01-0000-0-5800.00-0000-2700-007-00-000-0000	NN		200.00		
		TOTAL PAYMENT AMOUNT	200.00 *			200.00		
002461/00	Jim's Towing Service	680580310	99 EFT					
230007	PO-230007	06/13/2023	37158	1	01-0000-0-5800.00-0000-3600-010-00-000-0000	NY P	0.00	209.10
		TOTAL PAYMENT AMOUNT	209.10 *			209.10		
008041/00	Lebec Parts, LLC/CQ of Lebec							
230001	PO-230001	06/08/2023	15389-96021	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	0.00	6.24
230001	PO-230001	06/13/2023	15389-96189	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	0.00	33.67
		TOTAL PAYMENT AMOUNT	39.91 *			39.91		
000089/00	MOUNTAINSIDE DISPOSAL	000000000						
PV-231229	06/13/2023	709018	01-0000-0-5500.06-0000-8100-010-00-000-0000	NN		1,965.28		
		TOTAL PAYMENT AMOUNT	1,965.28 *			1,965.28		
880731/00	Mega Construction	872630386						
PV-231222	06/08/2023	0002 Payment 2	01-0000-0-5800.00-0000-8100-007-00-000-0000	NN		25,000.00		
		TOTAL PAYMENT AMOUNT	25,000.00 *			25,000.00		
880656/00	O Connor Pest Control							
PV-231223	06/08/2023	FMHS 107931 INV:168001	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN		50.00		
PV-231223	06/08/2023	FMHS 107931 INV:168045	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN		50.00		
PV-231223	06/08/2023	ET 107894 INV:167974	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		50.00		
PV-231223	06/08/2023	ET 107894 INV:167978	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		55.00		
		TOTAL PAYMENT AMOUNT	205.00 *			205.00		
000079/00	PG&E	000000000						
CM-230045	06/13/2023	PG&E 6744984821-6 5/8/23-6/	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN		-25.73		
PV-231230	06/13/2023	6786651485-3 5/8/23 - 6/6/2	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN		190.09		
PV-231230	06/13/2023	0047046680-6 5/8/23 - 6/6/2	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN		159.41		
		TOTAL PAYMENT AMOUNT	323.77 *			323.77		

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
008223/00	ProCare Therapy	261251927						
230009 PO-230009	06/08/2023	20704675	1 01-6500-0-5800.00-5770-3150-010-00-000-0000	NN P	0.00	3,324.25		
230009 PO-230009	06/08/2023	20704678	1 01-6500-0-5800.00-5770-3150-010-00-000-0000	NN P	0.00	4,040.00		
TOTAL PAYMENT AMOUNT					7,364.25 *	7,364.25		
000094/00	SCHWEBEL PETROLEUM CO, INC	952962284						
PV-231220	06/07/2023	284732	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		264.34		
TOTAL PAYMENT AMOUNT					264.34 *	264.34		
000099/00	SOUTHERN CALIFORNIA EDISON	000000000						
PV-231227	06/09/2023	700225033980 JUNE 2023	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN		8,946.71		
TOTAL PAYMENT AMOUNT					8,946.71 *	8,946.71		
000214/00	SOUTHWEST SCHOOL SUPPLY							
230015 PO-230015	06/09/2023	6000121855	1 01-1100-0-4300.00-1110-1000-010-00-000-0000	NN P	5.09	5.09		
230015 PO-230015	06/09/2023	6000121856	1 01-1100-0-4300.00-1110-1000-010-00-000-0000	NN P	34.94	34.94		
TOTAL PAYMENT AMOUNT					40.03 *	40.03		
008042/00	Sparkletts							
PV-231232	06/13/2023	21597548 060823	01-6010-0-4300.00-1110-4000-002-00-000-0000	NN		56.91		
TOTAL PAYMENT AMOUNT					56.91 *	56.91		
001710/00	VERIZON WIRELESS	000000000						
PV-231233	06/13/2023	9936448389	01-3213-0-5900.00-1110-1000-010-00-000-0000	NN		3,647.45		
TOTAL PAYMENT AMOUNT					3,647.45 *	3,647.45		
880691/00	Vanessa Romero							
PV-231226	06/09/2023	REIMB_V.Romero_FedExCopies	01-0000-0-4300.00-1110-1000-010-00-000-0000	NN		1,151.78		
TOTAL PAYMENT AMOUNT					1,151.78 *	1,151.78		
TOTAL FUND CHECKS					59,140.71 **	59,140.71		
TOTAL FUND EFT					1,473.57 **	1,473.57		
TOTAL FUND PAYMENT					60,614.28 **	60,614.28		
TOTAL BATCH CHECKS					59,140.71 ***	59,140.71		
TOTAL BATCH EFT					1,473.57 ***	1,473.57		
TOTAL BATCH PAYMENT					60,614.28 ***	60,614.28		

088 EL TEJON UNIFIED
Batch 68

J32352

ACCOUNTS PAYABLE PRELIST
BATCH: 0068 06/07/2023
FUND : 01 GENERAL FUND

APY500 L.00.21 06/13/23 12:32 PAGE 4
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		

TOTAL DISTRICT CHECKS	59,140.71	****	0.00	59,140.71
TOTAL DISTRICT EFT	1,473.57	****	0.00	1,473.57
TOTAL DISTRICT PAYMENT	60,614.28	****	0.00	60,614.28

TOTAL FOR ALL DISTRICTS CHK:	59,140.71	****	0.00	59,140.71
TOTAL FOR ALL DISTRICTS EFT:	1,473.57	****	0.00	1,473.57
TOTAL FOR ALL DISTRICTS:	60,614.28	****	0.00	60,614.28

Number of checks to be printed:	17, not counting voids due to stub overflows.	59,140.71
Number of EFT generated:	3	1,473.57

088 EL TEJON UNIFIED J35355 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 06/20/23 08:22 PAGE 1
 Batch 69 BATCH: 0069 06/14/2023 << Held for Audit >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
003202/00	AT&T							
PV-231245	06/16/2023	000020083704	5/13/23 - 6/12	01-0000-0-5500.03-0000-8100-010-00-000-0000	NN			381.31
TOTAL PAYMENT AMOUNT						381.31	*	381.31
001565/00	C.A. REDING		99 EFT					
PV-231238	06/14/2023	673278		01-0000-0-4300.00-0000-7200-002-00-000-0000	NN			18.68
TOTAL PAYMENT AMOUNT						18.68	*	18.68
006170/00	Canelli Plumbing							
PV-231237	06/14/2023	3106 FFA Hosebib		01-8150-0-5600.00-0000-8100-002-00-000-0000	NN			2,540.00
PV-231243	06/16/2023	3112 FFA Hose Valve Replace		01-8150-0-5600.00-0000-8100-002-00-000-0000	NN			3,180.00
TOTAL PAYMENT AMOUNT						5,720.00	*	5,720.00
000042/00	FRAZIER PARK LUMBER & ACE	922121267						
230023	PO-230023	06/15/2023	253215	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00		65.82
230159	PO-230159	06/14/2023	253200	1 01-6387-0-4300.00-3800-1000-007-00-000-0000	NN P	99.31		99.31
TOTAL PAYMENT AMOUNT						165.13	*	165.13
000060/00	KERN TROPHIES	000000000	99 EFT					
PV-231241	06/14/2023	75147		01-3213-0-4300.00-1110-1000-007-00-000-0000	NN			462.22
TOTAL PAYMENT AMOUNT						462.22	*	462.22
008041/00	Lebec Parts, LLC/CQ of Lebec							
230001	PO-230001	06/16/2023	15389-96409	1 01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	0.00		184.70
TOTAL PAYMENT AMOUNT						184.70	*	184.70
880656/00	O Connor Pest Control							
PV-231239	06/14/2023	ET 107894 INV:167977		01-0000-0-5500.07-0000-8100-001-00-000-0000	NN			55.00
PV-231239	06/14/2023	ET 107894 INV:167973		01-0000-0-5500.07-0000-8100-001-00-000-0000	NN			50.00
PV-231239	06/14/2023	FMHS 107931 INV:168044		01-0000-0-5500.07-0000-8100-007-00-000-0000	NN			50.00
PV-231239	06/14/2023	FMHS 107931 INV:168000		01-0000-0-5500.07-0000-8100-007-00-000-0000	NN			50.00
TOTAL PAYMENT AMOUNT						205.00	*	205.00

088 EL TEJON UNIFIED J35355 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 06/20/23 08:22 PAGE 2
 Batch 69 BATCH: 0069 06/14/2023 << Held for Audit >>

FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
000079/00	PG&E	000000000						
PV-231240	06/14/2023	6828318149-0	5/8/23 - 6/6/2	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN			779.09
PV-231240	06/14/2023	7161651461-9	5/8/23 - 6/6/2	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN			75.37
		TOTAL PAYMENT AMOUNT		854.46 *				854.46
880702/00	Performance Piano CO Inc.	770555321						
230147	PO-230147	06/14/2023	505890	1 01-6762-0-4300.00-1110-1000-002-00-000-0000	NY P	4,167.55		4,167.55
		TOTAL PAYMENT AMOUNT		4,167.55 *				4,167.55
008223/00	ProCare Therapy	261251927						
230009	PO-230009	06/16/2023	20709501	1 01-6500-0-5800.00-5770-3150-010-00-000-0000	NN P	0.00		30.75
		TOTAL PAYMENT AMOUNT		30.75 *				30.75
000914/00	SCHOOL SERVICES OF CALIF.	000000000						
230052	PO-230052	06/15/2023	W130983-IN May Rev V.R.	1 01-3213-0-5800.00-0000-7200-010-00-000-0000	NN P	295.00		295.00
		TOTAL PAYMENT AMOUNT		295.00 *				295.00
000221/00	SIERRA SCHOOL EQUIPMENT CO							
230137	PO-230137	06/14/2023	411314	1 01-6762-0-4400.00-0000-8100-002-00-000-0000	NN F	32,325.75		32,627.16
230151	PO-230151	06/14/2023	411317	1 01-6387-0-4400.00-3800-1000-001-00-000-0000	NN F	26,689.32		26,938.17
230152	PO-230152	06/14/2023	411315	1 01-6762-0-4400.00-1110-1000-002-00-000-0000	NN P	31,438.87		31,732.00
230153	PO-230153	06/14/2023	411316	1 01-6762-0-4400.00-1110-1000-002-00-000-0000	NN F	26,689.32		26,938.17
		TOTAL PAYMENT AMOUNT		118,235.50 *				118,235.50
003242/00	US BANK							
PV-231244	06/16/2023	503756074		01-0000-0-5600.00-0000-7200-010-00-000-0000	NN			2,423.78
		TOTAL PAYMENT AMOUNT		2,423.78 *				2,423.78
		TOTAL FUND	CHECKS	132,663.18 **				132,663.18
		TOTAL FUND	EFT	480.90 **				480.90
		TOTAL FUND	PAYMENT	133,144.08 **				133,144.08

088 EL TEJON UNIFIED J35355 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 06/20/23 08:22 PAGE 3
 Batch 69 BATCH: 0069 06/14/2023 << Held for Audit >>
 FUND : 13 CAFETERIA

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	

000532/00	A.V.H.S.D./PINCO	000000000						
	PV-231235	06/14/2023	MAY 2023	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN			1,377.44
				TOTAL PAYMENT AMOUNT		1,377.44	*	1,377.44

003535/00	JORDANO'S							
	CM-230046	06/16/2023	6819936	CM Mandarin Oranges	13-5310-0-4700.00-0000-3700-010-00-000-0000	N		-82.82
	PV-231236	06/14/2023	6835060		13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		609.13
				TOTAL PAYMENT AMOUNT		526.31	*	526.31

TOTAL FUND	PAYMENT	1,903.75	**	1,903.75
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TOTAL BATCH CHECKS	134,566.93	***	0.00	134,566.93
TOTAL BATCH EFT	480.90	***	0.00	480.90
TOTAL BATCH PAYMENT	135,047.83	***	0.00	135,047.83

TOTAL DISTRICT CHECKS	134,566.93	****	0.00	134,566.93
TOTAL DISTRICT EFT	480.90	****	0.00	480.90
TOTAL DISTRICT PAYMENT	135,047.83	****	0.00	135,047.83

TOTAL FOR ALL DISTRICTS CHK:	134,566.93	****	0.00	134,566.93
TOTAL FOR ALL DISTRICTS EFT:	480.90	****	0.00	480.90
TOTAL FOR ALL DISTRICTS:	135,047.83	****	0.00	135,047.83

Number of checks to be printed:	13, not counting voids due to stub overflows.	134,566.93
Number of EFT generated:	2	480.90

088 EL TEJON UNIFIED J41057 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 06/30/23 12:39 PAGE 1
 Batch 1 BATCH: 0001 Estimated Payable Batch << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
002361/00	A-Z BUS SALES INC	000000000						
CL-230007	07/01/2023	INVCOL11905	01-3213-0-5600.00-0000-3600-010-00-000-0000	NN F	701.00	701.00		
CL-230051	07/01/2023	INVCOL12247	01-3213-0-5600.00-0000-3600-010-00-000-0000	NN F	1,012.40	1,012.40		
TOTAL PAYMENT AMOUNT			1,713.40 *			1,713.40		
008141/00	ACCO Engineered Systems, Inc.	951625123						
CL-230050	07/01/2023	20418251	01-3213-0-5600.00-0000-8100-007-00-000-0000	NN F	357.00	357.00		
TOTAL PAYMENT AMOUNT			357.00 *			357.00		
001466/00	Aramark Uniform Services	000000000	99 EFT					
CL-230022	07/01/2023	2601559183	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN F	377.13	377.13		
CL-230023	07/01/2023	2601559182	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN F	260.24	260.24		
CL-230044	07/01/2023	2601552330	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN F	210.57	210.57		
CL-230045	07/01/2023	2601541118	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN F	331.84	331.84		
CL-230046	07/01/2023	2601541112	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN F	210.57	210.57		
TOTAL PAYMENT AMOUNT			1,390.35 *			1,390.35		
003390/00	BOYS & GIRLS CLUBS OF BAKERS							
CL-230047	07/01/2023	22ETASES2223	01-6010-0-5100.00-1110-4000-002-00-000-0000	NN F	6,283.36	6,283.36		
CL-230048	07/01/2023	1ETSUM23	01-3213-0-5100.00-1110-1000-002-00-000-6000	NN F	15,837.00	15,837.00		
TOTAL PAYMENT AMOUNT			22,120.36 *			22,120.36		
008038/00	Brady Industries	942289369	99 EFT					
CL-230018	07/01/2023	8116651	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY P	183.80	183.80		
CL-230019	07/01/2023	8116760	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY P	198.73	198.73		
CL-230020	07/01/2023	8117815	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY P	300.99	300.99		
CL-230030	07/01/2023	8130820	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY P	9,011.20	9,011.20		
CL-230031	07/01/2023	8130929	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY P	58.35	58.35		
CL-230056	07/01/2023	7994710	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY P	857.80	857.80		
CL-230057	07/01/2023	8009843	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY P	355.24	355.24		
CL-230058	07/01/2023	8024905	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY P	1,984.41	1,984.41		
TOTAL PAYMENT AMOUNT			12,950.52 *			12,950.52		

088 EL TEJON UNIFIED J41057 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 06/30/23 12:39 PAGE 2
 Batch 1 BATCH: 0001 Estimated Payable Batch << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
880744/00	Christine Gomez	604105745						
CL-230033	07/01/2023	REIMB_C.Gomez_Notebooks	01-6331-0-4300.00-1110-3130-010-00-000-0000	NY F	113.21	113.21		
CL-230035	07/01/2023	Balanced Fitness Plus 2023	01-6331-0-5800.00-1110-3130-010-00-000-0000	NY F	500.00	500.00		
		TOTAL PAYMENT AMOUNT	613.21 *			613.21		
006019/00	Corey Hansen							
CL-230013	07/01/2023	REIMB_C.Hansen_ClassAppWeek	01-0044-0-4300.00-0000-2700-001-00-000-0000	NN F	60.35	60.35		
CL-230032	07/01/2023	REIMB_C.Hansen_TrainingLunc	01-2600-0-5200.00-1110-1000-001-00-000-0000	NN F	64.74	64.74		
		TOTAL PAYMENT AMOUNT	125.09 *			125.09		
002089/00	DEADRA WALKER							
CL-230039	07/01/2023	REIMB_D.Walker_ACE	01-6762-0-4300.00-1110-1000-001-00-000-0000	NN F	43.27	43.27		
		TOTAL PAYMENT AMOUNT	43.27 *			43.27		
880635/00	Daktronics							
CL-230037	07/01/2023	7041985	01-1100-0-4300.00-1110-4200-007-00-000-0000	NN F	15,265.04	15,265.04		
		TOTAL PAYMENT AMOUNT	15,265.04 *			15,265.04		
002152/00	EWING IRRIGATION PRODUCTS	000000000 99 EFT						
CL-230008	07/01/2023	19735766	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN F	543.50	543.50		
		TOTAL PAYMENT AMOUNT	543.50 *			543.50		
000042/00	FRAZIER PARK LUMBER & ACE	922121267						
CL-230021	07/01/2023	253316	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	239.08	239.08		
CL-230024	07/01/2023	253333	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	29.22	29.22		
CL-230025	07/01/2023	253334	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	27.40	27.40		
CL-230027	07/01/2023	253331	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	19.47	19.47		
CL-230049	07/01/2023	253382	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	0.00	22.76		
CL-230059	07/01/2023	253399	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	39.91	39.91		
CL-230060	07/01/2023	253398	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	58.42	58.42		
CL-230064	07/01/2023	253416	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	13.98	13.98		
CL-230065	07/01/2023	253413	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	8.76	8.76		
		TOTAL PAYMENT AMOUNT	459.00 *			459.00		

088 EL TEJON UNIFIED J41057 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 06/30/23 12:39 PAGE 3
 Batch 1 BATCH: 0001 Estimated Payable Batch << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
006161/00	Interstate Billing Service							
CL-230002	07/01/2023	01MT8489	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN F	882.15	882.15		
CL-230003	07/01/2023	01EMT8655	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN F	2,758.13	2,758.13		
CL-230004	07/01/2023	03P133786	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN F	806.49	806.49		
CL-230005	07/01/2023	03P131877	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN F	90.33	90.33		
CL-230006	07/01/2023	01P78266	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN F	408.75	408.75		
TOTAL PAYMENT AMOUNT					4,945.85 *	4,945.85		
002470/00	JERRY & KEITH'S TRUCK							
CL-230034	07/01/2023	01 416489	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN F	420.25	420.25		
TOTAL PAYMENT AMOUNT					420.25 *	420.25		
000058/00	KERN COUNTY SUPT OF SCHOOLS		000000000					
CL-230063	07/01/2023	304165	01-3214-0-5800.00-1110-1000-010-00-000-0000	NN P	17,561.99	17,561.99		
TOTAL PAYMENT AMOUNT					17,561.99 *	17,561.99		
880742/00	Katie Gonzalez							
CL-230014	07/01/2023	REIMB_K.Gonzalez_HabitBurge	01-0044-0-4300.00-1110-1000-001-00-000-0000	NN F	53.10	53.10		
TOTAL PAYMENT AMOUNT					53.10 *	53.10		
008041/00	Lebec Parts, LLC/CQ of Lebec							
CL-230001	07/01/2023	15389-96446	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	134.41	134.41		
CL-230067	07/01/2023	15389-97011	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	8.40	8.40		
TOTAL PAYMENT AMOUNT					142.81 *	142.81		
880656/00	O Connor Pest Control							
CL-230040	07/01/2023	FMHS 107931 INV:167999	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN F	50.00	50.00		
CL-230041	07/01/2023	168043	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN F	50.00	50.00		
CL-230042	07/01/2023	ET 107894 INV:167972	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN F	50.00	50.00		
CL-230043	07/01/2023	ET 107894 INV:167976	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN F	55.00	55.00		
TOTAL PAYMENT AMOUNT					205.00 *	205.00		

088 EL TEJON UNIFIED J41057 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 06/30/23 12:39 PAGE 4
 Batch 1 BATCH: 0001 Estimated Payable Batch << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
008223/00	ProCare Therapy	261251927						
CL-230026	07/01/2023	20713786	01-6500-0-5800.00-5770-3150-010-00-000-0000	NN P	3,030.00	3,030.00		
CL-230066	07/01/2023	20716757	01-6500-0-5800.00-5770-3150-010-00-000-0000	NN P	808.00	808.00		
		TOTAL PAYMENT AMOUNT		3,838.00 *		3,838.00		
000762/00	RAYVERN LIGHTING SUPPLY CO	99 EFT						
CL-230036	07/01/2023	69374-0	01-8150-0-4300.00-0000-8100-007-00-000-0000	NN F	124.44	124.44		
		TOTAL PAYMENT AMOUNT		124.44 *		124.44		
000094/00	SCHWEBEL PETROLEUM CO, INC	952962284						
CL-230016	07/01/2023	285080	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN F	2,265.73	2,265.73		
CL-230068	07/01/2023	285441	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN F	2,303.40	2,303.40		
		TOTAL PAYMENT AMOUNT		4,569.13 *		4,569.13		
000214/00	SOUTHWEST SCHOOL SUPPLY							
CL-230010	07/01/2023	6000124546	01-0000-0-4300.00-0000-7200-010-00-000-0000	NN P	0.00	62.50		
CL-230012	07/01/2023	6000124547	01-1100-0-4300.00-1110-1000-010-00-000-0000	NN P	0.00	24.84		
CL-230017	07/01/2023	6000123879	01-1100-0-4300.00-1110-1000-010-00-000-0000	NN P	588.79	588.79		
		TOTAL PAYMENT AMOUNT		676.13 *		676.13		
880691/00	Vanessa Romero							
CL-230061	07/01/2023	REIMB_V.Romero_CBO Last Cla	01-3213-0-5200.00-0000-7200-010-00-000-0000	NN F	773.30	773.30		
		TOTAL PAYMENT AMOUNT		773.30 *		773.30		
		TOTAL FUND	CHECKS	73,881.93 **		73,881.93		
		TOTAL FUND	EFT	15,008.81 **		15,008.81		
		TOTAL FUND	PAYMENT	88,890.74 **		88,890.74		

088 EL TEJON UNIFIED J41057 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 06/30/23 12:39 PAGE 5
 Batch 1 BATCH: 0001 Estimated Payable Batch << Open >>
 FUND : 13 CAFETERIA

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	

003535/00	JORDANO'S							
CL-230038	07/01/2023	6838841	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN F	306.84	306.84		
CL-230062	07/01/2023	6842626	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN F	312.90	312.90		
TOTAL PAYMENT AMOUNT					619.74 *	619.74		

008268/00	Simply Good Food, LLC	471705302						
CL-230015	07/01/2023	12708	13-5310-0-5800.00-0000-3700-010-00-000-0000	NY F	289.00	289.00		
TOTAL PAYMENT AMOUNT					289.00 *	289.00		

TOTAL FUND	PAYMENT	908.74 **	908.74
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TOTAL BATCH CHECKS	74,790.67 ***	0.00	74,790.67
TOTAL BATCH EFT	15,008.81 ***	0.00	15,008.81
TOTAL BATCH PAYMENT	89,799.48 ***	0.00	89,799.48

TOTAL DISTRICT CHECKS	74,790.67 ****	0.00	74,790.67
TOTAL DISTRICT EFT	15,008.81 ****	0.00	15,008.81
TOTAL DISTRICT PAYMENT	89,799.48 ****	0.00	89,799.48

TOTAL FOR ALL DISTRICTS CHK:	74,790.67 ****	0.00	74,790.67
TOTAL FOR ALL DISTRICTS EFT:	15,008.81 ****	0.00	15,008.81
TOTAL FOR ALL DISTRICTS:	89,799.48 ****	0.00	89,799.48

Number of checks to be printed:	20, not counting voids due to stub overflows.	74,790.67
Number of EFT generated:	4	15,008.81

088 EL TEJON UNIFIED J47715 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/12/23 22:14 PAGE 1
 Batch 2 BATCH: 0002 Estimated Payables 2 << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	

006542/00	ATFSM, LLC	000000000						
CL-230107	07/12/2023	2705	01-0000-0-5800.00-0000-8100-007-00-000-0000	NN F	945.31	945.31		
CL-230111	07/12/2023	2722	01-0000-0-5800.00-0000-8100-007-00-000-0000	NN F	420.00	420.00		
TOTAL PAYMENT AMOUNT			1,365.31 *			1,365.31		

008351/00 Amazon Capital Services

CL-230074	07/06/2023	16XD-WNDW-GDMM	01-3213-0-4300.00-1110-1000-002-00-000-0000	NN P	1,227.65	1,227.65		
CL-230075	07/06/2023	113N-WKP3-H4PD	01-3213-0-4300.00-1110-1000-001-00-000-0000	NN P	492.42	492.42		
CL-230076	07/06/2023	1LHQ-KJXJ-GG3W	01-3214-0-4300.00-1110-1000-001-00-000-0000	NN P	104.95	104.95		
CL-230078	07/06/2023	1KYD-K9YW-GQ1Q	01-0000-0-4300.00-0000-2700-002-00-000-0000	NN P	868.92	868.92		
CL-230079	07/06/2023	1JWY-LKKQ-GWNK	01-7220-0-4300.00-3800-1000-007-00-000-0000	NN P	536.35	536.35		
CL-230080	07/06/2023	1G93-WKXD-GQRQ	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN P	297.52	297.52		
CL-230081	07/06/2023	1V4W-FHLD-GR TK	01-0000-0-4300.00-0000-7200-010-00-000-0000	NN P	18.28	18.28		
CL-230082	07/06/2023	11N7-NFNG-GN7L	01-0000-0-4300.00-0000-7700-010-00-000-0000	NN P	25.94	25.94		
CL-230083	07/06/2023	1FFW-4FT4-H4CK	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN P	568.88	568.88		
CL-230084	07/12/2023	16XD-WNDW-GPLD	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN P	1,830.18	1,830.18		
CL-230085	07/06/2023	13MN-3F9K-GNP3	01-0000-0-4300.00-0000-2700-001-00-000-0000	NN P	2,013.34	2,013.34		
CL-230086	07/06/2023	1DCN-GXX6-GJ4L	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	261.96	261.96		
CL-230087	07/12/2023	1RNN-CT4C-GQFK	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN P	2,432.86	2,432.86		
CL-230088	07/11/2023	1VQQ-DVG9-GW4V	01-2600-0-4300.00-1110-1000-001-00-000-0000	NN F	1,501.26	1,501.26		
CL-230094	07/11/2023	1JXN-7TDP-H6T4	01-0044-0-4300.00-1110-1000-002-00-000-4003	NN F	69.89	69.89		
CL-230095	07/11/2023	13MN-3F9K*H7CD	01-0044-0-4300.00-1110-1000-002-00-000-1008	NN F	49.78	49.78		
CL-230112	07/11/2023	12H6-XYT7-GGYD	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN F	703.12	703.12		
CL-230113	07/11/2023	1GQP-DKKR-HH QX	01-2600-0-4300.00-1110-1000-001-00-000-0000	NN F	740.03	740.03		
TOTAL PAYMENT AMOUNT			13,743.33 *			13,743.33		

880682/00 American Business Machines

CL-230092	07/11/2023	690955	01-0000-0-5500.03-0000-8100-010-00-000-0000	NN F	2,816.90	2,816.90		
TOTAL PAYMENT AMOUNT			2,816.90 *			2,816.90		

008038/00 Brady Industries 942289369 99 EFT

CL-230108	07/11/2023	8145604	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY P	169.74	169.74		
CL-230109	07/11/2023	8145605	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY P	627.15	627.15		
TOTAL PAYMENT AMOUNT			796.89 *			796.89		

088 EL TEJON UNIFIED J47715 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/12/23 22:14 PAGE 2
 Batch 2 BATCH: 0002 Estimated Payables 2 << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	

006019/00	Corey Hansen							
CL-230089	07/11/2023	REIMB_C.HANSEN_CTE AVID CON	01-6387-0-5200.00-3800-1000-010-00-000-0000	NN F	106.79	106.79		
		TOTAL PAYMENT AMOUNT	106.79 *			106.79		

880747/00	County of Kern							
CL-230115	07/11/2023	IN0478231	01-0000-0-5800.00-0000-3600-010-00-000-0000	NN F	530.00	530.00		
		TOTAL PAYMENT AMOUNT	530.00 *			530.00		

880723/00	DBA MyWhiteBoards.com							
CL-230114	07/11/2023	83883-1	01-3213-0-4300.00-1110-1000-002-00-000-0000	NN F	1,982.28	1,982.28		
		TOTAL PAYMENT AMOUNT	1,982.28 *			1,982.28		

000042/00	FRAZIER PARK LUMBER & ACE	922121267						
CL-230070	07/06/2023	253444	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	37.00	37.00		
CL-230071	07/06/2023	253440	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	18.64	18.64		
CL-230072	07/06/2023	253435	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	26.29	26.29		
CL-230073	07/06/2023	253434	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	18.97	18.97		
CL-230090	07/11/2023	253459	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	13.63	13.63		
		TOTAL PAYMENT AMOUNT	114.53 *			114.53		

008312/00	Lachelle Farewell							
CL-230091	07/11/2023	REIMB_L.FAREWELL_AVID CONF	01-6387-0-5200.00-3800-1000-001-00-000-0000	NN F	281.62	281.62		
		TOTAL PAYMENT AMOUNT	281.62 *			281.62		

008041/00	Lebec Parts, LLC/CQ of Lebec							
CL-230069	07/06/2023	15389-97021	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	13.82	13.82		
		TOTAL PAYMENT AMOUNT	13.82 *			13.82		

000200/00	MCKENNEY'S AIR CONDITIONING	953865780						
CL-230096	07/11/2023	123209	01-3213-0-5600.00-0000-8100-001-00-000-0000	NY F	1,051.14	1,051.14		
		TOTAL PAYMENT AMOUNT	1,051.14 *			1,051.14		

088 EL TEJON UNIFIED J47715 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/12/23 22:14 PAGE 3
 Batch 2 BATCH: 0002 Estimated Payables 2 << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
000079/00	PG&E	000000000						
CL-230097	07/11/2023	6828318149	6/8/23-7/6/23	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN F	2,034.71	2,034.71	
				TOTAL PAYMENT AMOUNT	2,034.71 *		2,034.71	
000762/00	RAYVERN LIGHTING SUPPLY CO	99 EFT						
CL-230106	07/11/2023	69411-0		01-8150-0-4300.00-0000-8100-007-00-000-0000	NN F	245.78	245.78	
				TOTAL PAYMENT AMOUNT	245.78 *		245.78	
002975/00	SANTANA'S PUMPING	510562499						
CL-230110	07/11/2023	T14852		01-0000-0-5800.00-0000-8100-007-00-000-0000	NY F	540.00	540.00	
				TOTAL PAYMENT AMOUNT	540.00 *		540.00	
000100/00	SOUTHERN CALIFORNIA GAS CO	000000000						
CL-230098	07/11/2023	083 816 8200 7	07/03/2023	01-0000-0-5500.01-0000-8100-002-00-000-0000	NN F	389.70	389.70	
CL-230099	07/11/2023	146 816 7500 6	07/03/2023	01-0000-0-5500.01-0000-8100-010-00-000-0000	NN F	25.40	25.40	
CL-230100	07/11/2023	155 216 7500 7	07/03/2023	01-0000-0-5500.01-0000-8100-010-00-000-0000	NN F	22.19	22.19	
CL-230101	07/11/2023	056 516 8001 8	07/03/2023	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN F	2,210.45	2,210.45	
CL-230102	07/11/2023	067 038 4621 9	07/03/2023	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN F	267.74	267.74	
CL-230103	07/11/2023	157 316 7500 3	07/03/2023	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN F	333.51	333.51	
				TOTAL PAYMENT AMOUNT	3,248.99 *		3,248.99	
008022/00	T-Mobile							
CL-230104	07/11/2023	970534223	6/21/23-7/20/23	01-3213-0-5900.00-1110-1000-010-00-000-0000	NN F	800.00	800.00	
CL-230105	07/11/2023	984951571	06/21/23-07/20/23	01-0000-0-5500.03-0000-8100-010-00-000-0000	NN F	235.78	235.78	
				TOTAL PAYMENT AMOUNT	1,035.78 *		1,035.78	
				TOTAL FUND	CHECKS	28,865.20 **	28,865.20	
				TOTAL FUND	EFT	1,042.67 **	1,042.67	
				TOTAL FUND	PAYMENT	29,907.87 **	29,907.87	

088 EL TEJON UNIFIED
Batch 2

J47715

ACCOUNTS PAYABLE PRELIST
BATCH: 0002 Estimated Payables 2
FUND : 13 CAFETERIA

APY500 L.00.21 07/12/23 22:14 PAGE 4
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		

880747/00 County of Kern

CL-230116	07/11/2023	IN479995	13-5310-0-5800.00-0000-3700-010-00-000-0000	NN F	480.00	480.00
CL-230117	07/11/2023	IN0479994	13-5310-0-5800.00-0000-3700-010-00-000-0000	NN F	480.00	480.00
CL-230118	07/11/2023	IN0479983	13-5310-0-5800.00-0000-3700-010-00-000-0000	NN F	480.00	480.00
TOTAL PAYMENT AMOUNT				1,440.00 *		1,440.00

TOTAL FUND	PAYMENT	1,440.00 **		1,440.00
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TOTAL BATCH CHECKS	30,305.20 ***	0.00	30,305.20
TOTAL BATCH EFT	1,042.67 ***	0.00	1,042.67
TOTAL BATCH PAYMENT	31,347.87 ***	0.00	31,347.87

TOTAL DISTRICT CHECKS	30,305.20 ****	0.00	30,305.20
TOTAL DISTRICT EFT	1,042.67 ****	0.00	1,042.67
TOTAL DISTRICT PAYMENT	31,347.87 ****	0.00	31,347.87

TOTAL FOR ALL DISTRICTS CHK:	30,305.20 ****	0.00	30,305.20
TOTAL FOR ALL DISTRICTS EFT:	1,042.67 ****	0.00	1,042.67
TOTAL FOR ALL DISTRICTS:	31,347.87 ****	0.00	31,347.87

Number of checks to be printed:	15, not counting voids due to stub overflows.	30,305.20
Number of EFT generated:	2	1,042.67

088 EL TEJON UNIFIED J44865 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/09/23 23:12 PAGE 1
 Batch 3 BATCH: 0003 AP/ AG- Accounts Payable << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
008252/00	Aeries Software, Inc.	330427993						
PV-240004	07/05/2023	M&S-9465	01-0000-0-5800.00-1110-1000-010-00-000-1018	NN		12,300.00		
		TOTAL PAYMENT AMOUNT	12,300.00	*		12,300.00		
001466/00	Aramark Uniform Services	000000000	99 EFT					
PV-240010	07/07/2023	2601561254	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		260.24		
PV-240010	07/07/2023	2601561255	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN		377.13		
		TOTAL PAYMENT AMOUNT	637.37	*		637.37		
003096/00	BLICK ART MATERIALS	000000000						
240001 PO-240001	07/07/2023	945554	1 01-6387-0-4300.00-3800-1000-007-00-000-0000	NN P	2,601.56	2,601.56		
		TOTAL PAYMENT AMOUNT	2,601.56	*		2,601.56		
000029/00	CURRICULUM ASSOC, LLC	000000000	99 EFT					
240002 PO-240002	07/07/2023	90746154	1 01-3214-0-5800.00-1110-1000-002-00-000-1001	NN F	23,912.00	23,912.00		
		TOTAL PAYMENT AMOUNT	23,912.00	*		23,912.00		
003510/00	EDMENTUM	411646390						
PV-240003	07/07/2023	INV189951-2	01-0044-0-4300.00-1110-1000-007-00-000-1012	NN		13,297.50		
		TOTAL PAYMENT AMOUNT	13,297.50	*		13,297.50		
008267/00	Ed Files Inc.	000000000						
240004 PO-240004	07/07/2023	906299	1 01-0000-0-5800.00-0000-7200-010-00-000-0000	NN P	224.00	224.00		
		TOTAL PAYMENT AMOUNT	224.00	*		224.00		
000042/00	FRAZIER PARK LUMBER & ACE	922121267						
PV-240006	07/07/2023	253465	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN		45.37		
PV-240006	07/07/2023	253466	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN		16.55		
PV-240006	07/07/2023	253476	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		2.33		
PV-240006	07/07/2023	253475	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN		52.31		
PV-240006	07/07/2023	253474	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		40.64		
		TOTAL PAYMENT AMOUNT	157.20	*		157.20		

088 EL TEJON UNIFIED J44865 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/09/23 23:12 PAGE 2
 Batch 3 BATCH: 0003 AP/ AG- Accounts Payable << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	

008041/00	Lebec Parts, LLC/CQ of Lebec							
PV-240007	07/07/2023	15389-97353	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		85.38		
PV-240007	07/07/2023	15389-97354	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		19.85		
PV-240007	07/07/2023	15389-97277	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		15.25		
TOTAL PAYMENT AMOUNT					120.48 *		120.48	

880631/00	SCHOOL WEBMASTERS LLC	200132812						
240003 PO-240003	07/09/2023	INV 13811	1 01-3213-0-5800.00-0000-7700-010-00-000-0000	NN P	1,301.98	1,301.98		
240003 PO-240003	07/09/2023	INV 13811	2 01-3213-0-5800.00-0000-7700-010-00-000-3007	NN P	2,754.02	2,754.02		
TOTAL PAYMENT AMOUNT					4,056.00 *		4,056.00	

003410/00	SOLUTION TREE INC							
240007 PO-240007	07/09/2023	S281551	1 01-3214-0-5800.00-1110-1000-010-00-000-2012	NN P	3,900.00	3,900.00		
TOTAL PAYMENT AMOUNT					3,900.00 *		3,900.00	

000099/00	SOUTHERN CALIFORNIA EDISON	000000000						
PV-240005	07/07/2023	700558405297 JULY 2023	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN		848.11		
PV-240005	07/07/2023	700224978410 JULY 2023	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN		638.81		
PV-240005	07/07/2023	700573116157 JULY 2023	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN		2,396.96		
PV-240005	07/07/2023	700567450246 JULY 2023	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN		527.71		
PV-240005	07/07/2023	700571913660 JULY 2023	01-0000-0-5500.01-0000-8100-002-00-000-0000	NN		1,710.15		
TOTAL PAYMENT AMOUNT					6,121.74 *		6,121.74	

008157/00	Todd Donovan Brown	606886137						
PV-240008	07/07/2023	192 Bus Wash	01-0000-0-5800.00-0000-3600-010-00-000-0000	NY		2,216.00		
TOTAL PAYMENT AMOUNT					2,216.00 *		2,216.00	

008276/00	Vital Signs of Bakersfield							
PV-240009	07/07/2023	39629 Electric Marquee	01-0000-0-5600.00-0000-8100-010-00-000-0000	NN		250.00		
TOTAL PAYMENT AMOUNT					250.00 *		250.00	

TOTAL FUND	CHECKS	45,244.48 **		45,244.48
TOTAL FUND	EFT	24,549.37 **		24,549.37
TOTAL FUND	PAYMENT	69,793.85 **		69,793.85

TOTAL BATCH CHECKS	45,244.48 ***	0.00	45,244.48
TOTAL BATCH EFT	24,549.37 ***	0.00	24,549.37
TOTAL BATCH PAYMENT	69,793.85 ***	0.00	69,793.85

088 EL TEJON UNIFIED J44865 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/09/23 23:12 PAGE 3
 Batch 3 BATCH: 0003 AP/ AG- Accounts Payable << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		

TOTAL DISTRICT CHECKS	45,244.48	****	0.00	45,244.48
TOTAL DISTRICT EFT	24,549.37	****	0.00	24,549.37
TOTAL DISTRICT PAYMENT	69,793.85	****	0.00	69,793.85

TOTAL FOR ALL DISTRICTS CHK:	45,244.48	****	0.00	45,244.48
TOTAL FOR ALL DISTRICTS EFT:	24,549.37	****	0.00	24,549.37
TOTAL FOR ALL DISTRICTS:	69,793.85	****	0.00	69,793.85

Number of checks to be printed:	11, not counting voids due to stub overflows.	45,244.48
Number of EFT generated:	2	24,549.37

088 EL TEJON UNIFIED J44863 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/09/23 22:34 PAGE 1
 Batch 4 BATCH: 0004 AP/ VR- MEGA CONSTRUCTION << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
880731/00	Mega Construction	872630386						
PV-240001	07/07/2023	0003 FMHS Cabinets	01-0000-0-4300.00-0000-8100-007-00-000-8542	NN		11,909.16		
		TOTAL PAYMENT AMOUNT			11,909.16 *			11,909.16
		TOTAL FUND PAYMENT			11,909.16 **			11,909.16
		TOTAL BATCH PAYMENT			11,909.16 ***	0.00		11,909.16
		TOTAL DISTRICT PAYMENT			11,909.16 ****	0.00		11,909.16
		TOTAL FOR ALL DISTRICTS:			11,909.16 ****	0.00		11,909.16
Number of checks to be printed: 1, not counting voids due to stub overflows.						11,909.16		

088 EL TEJON UNIFIED J51806 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/19/23 11:52 PAGE 1
 Batch 5 BATCH: 0005 07/12/2023 << Held for Audit >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
008141/00	ACCO Engineered Systems, Inc.	951625123						
PV-240015	07/12/2023	20426688	01-3213-0-5600.00-0000-8100-007-00-000-0000	NN		4,487.00		
TOTAL PAYMENT AMOUNT					4,487.00 *		4,487.00	
003202/00	AT&T							
PV-240029	07/17/2023	000020229972	01-0000-0-5500.03-0000-8100-010-00-000-0000	NN		382.36		
TOTAL PAYMENT AMOUNT					382.36 *		382.36	
006542/00	ATFSM, LLC	000000000						
PV-240011	07/12/2023	71	01-8150-0-5800.00-0000-8100-002-00-000-0000	NN		210.00		
TOTAL PAYMENT AMOUNT					210.00 *		210.00	
003390/00	BOYS & GIRLS CLUBS OF BAKERS							
PV-240016	07/12/2023	1ETASES2324 ETS	01-6010-0-5100.00-1110-4000-001-00-000-0000	NN		11,557.00		
PV-240016	07/12/2023	1ETASES2324 FPS	01-6010-0-5100.00-1110-4000-002-00-000-0000	NN		11,557.00		
TOTAL PAYMENT AMOUNT					23,114.00 *		23,114.00	
008038/00	Brady Industries	942289369	99 EFT					
240053 PO-240053	07/18/2023	8172646	1 01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	458.69	458.69		
TOTAL PAYMENT AMOUNT					458.69 *		458.69	
000163/00	California School Boards Assoc							
PV-240028	07/17/2023	INV-66951-L1D4H2	01-0000-0-5300.00-0000-7100-010-00-000-0000	NN		9,121.00		
PV-240028	07/17/2023	INV-65973-D5B3Y5	01-0000-0-5300.00-0000-7100-010-00-000-0000	NN		4,070.00		
TOTAL PAYMENT AMOUNT					13,191.00 *		13,191.00	
002152/00	EWING IRRIGATION PRODUCTS	000000000	99 EFT					
PV-240014	07/12/2023	19895738	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN		1,319.92		
TOTAL PAYMENT AMOUNT					1,319.92 *		1,319.92	

088 EL TEJON UNIFIED J51806 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/19/23 11:52 PAGE 2
 Batch 5 BATCH: 0005 07/12/2023 << Held for Audit >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
000042/00	FRAZIER PARK LUMBER & ACE	922121267						
240038	PO-240038	07/14/2023	253535	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	62.96	62.96
240038	PO-240038	07/14/2023	253576	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	105.55	105.55
240038	PO-240038	07/17/2023	253613	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	38.37	38.37
240038	PO-240038	07/18/2023	253652	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	24.84	24.84
240039	PO-240039	07/14/2023	253506	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	8.74	8.74
			TOTAL PAYMENT AMOUNT		240.46 *			240.46
003565/00	INFINITY COMM AND CONSULTING							
	PV-240018	07/12/2023	15775		01-3213-0-5800.00-0000-7700-010-00-000-0000	NN		875.00
			TOTAL PAYMENT AMOUNT		875.00 *			875.00
006161/00	Interstate Billing Service							
	PV-240024	07/17/2023	03P147687		01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		158.35
			TOTAL PAYMENT AMOUNT		158.35 *			158.35
002620/00	KERN RIVER POWER EQUIPMT	000000000	99 EFT					
	PV-240034	07/18/2023	150976		01-8150-0-5600.00-0000-8100-010-00-000-0000	NN		125.50
			TOTAL PAYMENT AMOUNT		125.50 *			125.50
008121/00	Laurie Oliver							
	PV-240032	07/18/2023	Reimb_L.Oliver_TractorSuppl		01-6387-0-4300.00-3800-1000-001-00-000-0000	NN		92.69
			TOTAL PAYMENT AMOUNT		92.69 *			92.69
008041/00	Lebec Parts, LLC/CQ of Lebec							
240036	PO-240036	07/12/2023	15389-97413	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	52.46	52.46
240036	PO-240036	07/12/2023	15389-97387	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	236.61	236.61
240036	PO-240036	07/12/2023	15389-97536	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	19.67	19.67
240036	PO-240036	07/12/2023	15389-97535	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	9.03	9.03
240036	PO-240036	07/14/2023	15389-97575	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	270.43	270.43
			TOTAL PAYMENT AMOUNT		588.20 *			588.20

088 EL TEJON UNIFIED J51806 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/19/23 11:52 PAGE 3
 Batch 5 BATCH: 0005 07/12/2023 << Held for Audit >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
000089/00	MOUNTAINSIDE DISPOSAL	000000000						
PV-240012	07/12/2023	712743	01-0000-0-5500.05-0000-8100-010-00-000-0000	NN		1,253.04		
PV-240020	07/14/2023	713354	01-0000-0-5500.05-0000-8100-010-00-000-0000	NN		1,844.81		
		TOTAL PAYMENT AMOUNT	3,097.85	*		3,097.85		
008195/00	Next Gen Math, LLC	813229766						
240043	PO-240043	07/18/2023	H-23-1473	1 01-3213-0-4300.00-1110-1000-001-00-000-1005	NN F	5,340.00	5,340.00	
		TOTAL PAYMENT AMOUNT	5,340.00	*		5,340.00		
000079/00	PG&E	000000000						
PV-240019	07/14/2023	6828318149	6/6/23-7/6/23	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN	2,271.57		
PV-240019	07/14/2023	6744984821-6	6/7/23-7/6/23	01-0000-0-5500.01-0000-8100-010-00-000-0000	NN	9.96		
PV-240019	07/14/2023	6786651485-3	6/7/23-7/6/23	01-0000-0-5500.01-0000-8100-010-00-000-0000	NN	133.65		
PV-240019	07/14/2023	0047046680-6	6/7/23-7/6/23	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN	173.68		
PV-240019	07/14/2023	7161651461-9	6/7/23 - 7/6/2	01-0000-0-5500.01-0000-8100-010-00-000-0000	NN	85.03		
		TOTAL PAYMENT AMOUNT	2,673.89	*		2,673.89		
000094/00	SCHWEBEL PETROLEUM CO, INC	952962284						
PV-240022	07/14/2023	285837	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		1,376.27		
		TOTAL PAYMENT AMOUNT	1,376.27	*		1,376.27		
000916/00	SMALL SCHOOL DISTRICT ASS							
PV-240025	07/17/2023	17-05284	01-0000-0-5300.00-0000-7100-010-00-000-0000	NN		675.00		
		TOTAL PAYMENT AMOUNT	675.00	*		675.00		
000099/00	SOUTHERN CALIFORNIA EDISON	000000000						
PV-240030	07/17/2023	700225033980	AUG 2023	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN	5,428.54		
		TOTAL PAYMENT AMOUNT	5,428.54	*		5,428.54		
000214/00	SOUTHWEST SCHOOL SUPPLY							
240048	PO-240048	07/18/2023	6000132104	1 01-0000-0-4300.00-0000-7200-010-00-000-0000	NN P	362.98	362.98	
PV-240027	07/17/2023	PINV1061358	01-1100-0-4300.00-1110-1000-010-00-000-0000	NN		4.08		
PV-240027	07/17/2023	PINV1061357	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN		2.04		
PV-240027	07/17/2023	PINV1061356	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN		12.23		

088 EL TEJON UNIFIED J51806 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/19/23 11:52 PAGE 4
 Batch 5 BATCH: 0005 07/12/2023 << Held for Audit >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		

000214 (CONTINUED)

PV-240027	07/17/2023	PINV1061355	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN		4.08		
PV-240027	07/17/2023	PINV1061354	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN		2.04		
PV-240027	07/17/2023	PINV1021759	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN		4.05		
PV-240027	07/17/2023	PINV1021758	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN		27.89		
PV-240027	07/17/2023	PINV1021604	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN		3.86		
TOTAL PAYMENT AMOUNT					423.25 *	423.25		

008306/00 San Joaquin CATA 000000000

240068	PO-240068	07/18/2023	112699	1 01-6387-0-5200.00-3800-1000-001-00-000-0000	NN F	225.00	225.00	
TOTAL PAYMENT AMOUNT					225.00 *	225.00		

008042/00 Sparkletts

PV-240017	07/12/2023	21597548 070623	01-6010-0-4300.00-1110-4000-002-00-000-0000	NN		99.91		
TOTAL PAYMENT AMOUNT					99.91 *	99.91		

003242/00 US BANK

PV-240031	07/17/2023	506098508	01-0000-0-5600.00-0000-7200-010-00-000-0000	NN		2,423.78		
TOTAL PAYMENT AMOUNT					2,423.78 *	2,423.78		

001710/00 VERIZON WIRELESS 000000000

PV-240023	07/14/2023	9938808801 06/05/23-07/04/2	01-3213-0-5900.00-1110-1000-010-00-000-0000	NN		3,648.30		
TOTAL PAYMENT AMOUNT					3,648.30 *	3,648.30		

TOTAL FUND	CHECKS	68,750.85 **	68,750.85
TOTAL FUND	EFT	1,904.11 **	1,904.11
TOTAL FUND	PAYMENT	70,654.96 **	70,654.96

088 EL TEJON UNIFIED J51806 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/19/23 11:52 PAGE 5
 Batch 5 BATCH: 0005 07/12/2023 << Held for Audit >>
 FUND : 13 CAFETERIA

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
008268/00	Simply Good Food, LLC	471705302						
PV-240033	07/18/2023	12729	13-5310-0-5800.00-0000-3700-010-00-000-0000	NY		289.00		
			TOTAL PAYMENT AMOUNT	289.00 *		289.00		
003389/00	TK Elevator Corporation	000000000						
PV-240013	07/12/2023	3007365195	13-5310-0-5800.00-0000-3700-010-00-000-0000	NN		87.56		
			TOTAL PAYMENT AMOUNT	87.56 *		87.56		
			TOTAL FUND	PAYMENT	376.56 **		376.56	
			TOTAL BATCH CHECKS	69,127.41 ***	0.00	69,127.41		
			TOTAL BATCH EFT	1,904.11 ***	0.00	1,904.11		
			TOTAL BATCH PAYMENT	71,031.52 ***	0.00	71,031.52		
			TOTAL DISTRICT CHECKS	69,127.41 ****	0.00	69,127.41		
			TOTAL DISTRICT EFT	1,904.11 ****	0.00	1,904.11		
			TOTAL DISTRICT PAYMENT	71,031.52 ****	0.00	71,031.52		
			TOTAL FOR ALL DISTRICTS CHK:	69,127.41 ****	0.00	69,127.41		
			TOTAL FOR ALL DISTRICTS EFT:	1,904.11 ****	0.00	1,904.11		
			TOTAL FOR ALL DISTRICTS:	71,031.52 ****	0.00	71,031.52		
Number of checks to be printed:	23, not counting voids due to stub overflows.					69,127.41		
Number of EFT generated:	3					1,904.11		

088 EL TEJON UNIFIED J51807 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/19/23 11:52 PAGE 1
 Batch 6 BATCH: 0006 Estimated Payables 3 << Held for Audit >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
008099/00	2NDGEAR LLC	832762126						
CL-230126	05/12/2023	INV388501	01-6387-0-4400.00-3800-1000-007-00-000-0000	NY F	28,018.86	28,018.86		
CL-230127	07/18/2023	INV388501	01-3213-0-4400.00-1110-1000-007-00-000-0000	NY F	3,998.76	3,998.76		
		TOTAL PAYMENT AMOUNT	32,017.62	*		32,017.62		
008252/00	Aeries Software, Inc.	330427993						
CL-230120	07/17/2023	RW-16350	01-3213-0-5200.00-0000-7200-010-00-000-0000	NN P	100.00	100.00		
		TOTAL PAYMENT AMOUNT	100.00	*		100.00		
008351/00	Amazon Capital Services							
CL-230125	07/19/2023	1L7X-6KVR-41G4	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN F	49.32	49.32		
		TOTAL PAYMENT AMOUNT	49.32	*		49.32		
006019/00	Corey Hansen							
CL-230121	07/19/2023	REIMB_C.Hansen_TrainingLunc	01-3010-0-5200.00-1110-1000-001-00-000-0000	NN F	26.97	26.97		
CL-230122	07/19/2023	REIMB_C.Hansen_TrainingLunc	01-3010-0-5200.00-1110-1000-001-00-000-0000	NN F	19.90	19.90		
CL-230123	07/19/2023	REIMB_C.Hansen_FFA Con Lunc	01-3010-0-5200.00-1110-1000-001-00-000-0000	NN F	29.70	29.70		
		TOTAL PAYMENT AMOUNT	76.57	*		76.57		
008121/00	Laurie Oliver							
CL-230124	07/18/2023	Reimb_L.Oliver_CTE Potting	01-6387-0-4300.00-3800-1000-001-00-000-0000	NN F	96.04	96.04		
		TOTAL PAYMENT AMOUNT	96.04	*		96.04		
008200/00	Linger, Peterson, & Shrum							
CL-230119	07/17/2023	22367	01-0000-0-5800.00-0000-7200-010-00-000-0000	NN F	7,320.00	7,320.00		
		TOTAL PAYMENT AMOUNT	7,320.00	*		7,320.00		
		TOTAL FUND PAYMENT	39,659.55	**		39,659.55		
		TOTAL BATCH PAYMENT	39,659.55	***	0.00	39,659.55		
		TOTAL DISTRICT PAYMENT	39,659.55	****	0.00	39,659.55		
		TOTAL FOR ALL DISTRICTS:	39,659.55	****	0.00	39,659.55		
		Number of checks to be printed:	6, not counting voids due to stub overflows.			39,659.55		

088 EL TEJON UNIFIED J56227 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 07/27/23 14:42 PAGE 1
 Batch 7 BATCH: 0007 07/19/2023 << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	

003476/00	AUDREY WEINGARTEN							
PV-240039	07/20/2023	REIMB_A.Weingarten_Postage	01-0000-0-4300.00-0000-2700-010-00-000-0000	NN				23.76
		TOTAL PAYMENT AMOUNT			23.76 *			23.76

880682/00	American Business Machines							
PV-240046	07/25/2023	694265 6/23/23 - 7/22/23	01-0000-0-5500.03-0000-8100-010-00-000-0000	NN				2,817.11
		TOTAL PAYMENT AMOUNT			2,817.11 *			2,817.11

001466/00	Aramark Uniform Services	000000000	99 EFT					
PV-240035	07/20/2023	2601563516	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN				260.24
		TOTAL PAYMENT AMOUNT			260.24 *			260.24

002318/00	BULK YARD INC							
PV-240041	07/20/2023	27335	01-0000-0-4300.00-0000-8100-002-00-000-0000	NN				796.50
		TOTAL PAYMENT AMOUNT			796.50 *			796.50

008038/00	Brady Industries	942289369	99 EFT					
240053	PO-240053	07/21/2023	7827750	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	63.25	63.25
240053	PO-240053	07/21/2023	7827751	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	402.19	402.19
240053	PO-240053	07/21/2023	7812590	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	141.73	141.73
240053	PO-240053	07/21/2023	7812453	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	95.58	95.58
240053	PO-240053	07/26/2023	8187094	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	148.93	148.93
240053	PO-240053	07/26/2023	8186976	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	1,460.70	1,460.70
240053	PO-240053	07/26/2023	8186977	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	22.41	22.41
240053	PO-240053	07/26/2023	8186975	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	4.95	4.95
			TOTAL PAYMENT AMOUNT				2,339.74 *	2,339.74

880730/00	Buswest, LLC	270746875						
PV-240036	07/20/2023	XA400072797:01	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN				386.70
		TOTAL PAYMENT AMOUNT			386.70 *			386.70

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 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount		
003160/00	CENTRAL VALLEY OCCUP	99 EFT						
PV-240040	07/20/2023	00568344-00	01-0000-0-5800.00-0000-7200-010-00-000-0000	NN		309.00		
		TOTAL PAYMENT AMOUNT		309.00 *		309.00		
002503/00	CHAMPION HARDWARE INC							
PV-240051	07/26/2023	157901	01-3213-0-4300.00-0000-8100-010-00-000-0000	NN		120.16		
PV-240051	07/26/2023	157302	01-3213-0-4300.00-0000-8100-010-00-000-0000	NN		29.23		
PV-240051	07/26/2023	52911	01-3213-0-4300.00-0000-8100-001-00-000-0000	NN		1,542.86		
PV-240051	07/26/2023	52912	01-3213-0-4300.00-0000-8100-001-00-000-0000	NN		12.99		
PV-240051	07/26/2023	52914	01-3213-0-4300.00-0000-8100-001-00-000-0000	NN		497.93		
		TOTAL PAYMENT AMOUNT		2,203.17 *		2,203.17		
003400/00	CPI	000000000						
PV-240042	07/25/2023	NAIN-011302	01-6500-0-4300.00-5770-1120-010-00-000-0000	NN		200.00		
		TOTAL PAYMENT AMOUNT		200.00 *		200.00		
880745/00	Carroll's Tire Warehouse							
240016 PO-240016	07/20/2023	90330	1 01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	662.39	662.39		
		TOTAL PAYMENT AMOUNT		662.39 *		662.39		
000042/00	FRAZIER PARK LUMBER & ACE	922121267						
240038 PO-240038	07/20/2023	253686	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	14.60	14.60		
240038 PO-240038	07/20/2023	253707	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	45.14	45.14		
240038 PO-240038	07/25/2023	253764	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	40.11	40.11		
240038 PO-240038	07/25/2023	253757	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	34.04	34.04		
240038 PO-240038	07/25/2023	253747	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	117.05	117.05		
240038 PO-240038	07/25/2023	253743	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	40.15	40.15		
240038 PO-240038	07/25/2023	253741	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	31.84	31.84		
240038 PO-240038	07/25/2023	253740	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	87.67	87.67		
240038 PO-240038	07/25/2023	253739	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	29.91	29.91		
240038 PO-240038	07/26/2023	253771	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	66.91	66.91		
240038 PO-240038	07/26/2023	253767	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	107.16	107.16		
240038 PO-240038	07/27/2023	253782	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	32.12	32.12		
240038 PO-240038	07/27/2023	253785	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	23.15	23.15		
240039 PO-240039	07/20/2023	253679	1 01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	46.13	46.13		
240039 PO-240039	07/27/2023	253784	1 01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	20.45	20.45		
PV-240055	07/27/2023	253730	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN		51.60		
PV-240055	07/27/2023	253701	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		97.76		

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 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	

TOTAL PAYMENT AMOUNT				885.79 *	885.79			
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000044/00 FRAZIER PARK UTILITY 000000000

PV-240053	07/27/2023	177 JUNE/JULY	01-0000-0-5500.04-0000-8100-002-00-000-0000	NN		2,521.82	
TOTAL PAYMENT AMOUNT				2,521.82 *	2,521.82		

008041/00 Lebec Parts, LLC/CQ of Lebec

240036	PO-240036	07/20/2023	15389-98077	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	115.46	115.46
240036	PO-240036	07/21/2023	15389-98134	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	2.41	2.41
240036	PO-240036	07/27/2023	15389-98454	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	7.33	7.33
240036	PO-240036	07/27/2023	15389-98191	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN M	0.00	-12.41
TOTAL PAYMENT AMOUNT				112.79 *	112.79			

008732/00 Martin's Garage

PV-240044	07/25/2023	12592	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN		222.93	
PV-240047	07/26/2023	11590	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN		160.75	
PV-240047	07/26/2023	12144	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN		445.18	
TOTAL PAYMENT AMOUNT				828.86 *	828.86		

880656/00 O Connor Pest Control

PV-240037	07/20/2023	ET 107894 INV:168879	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		55.00	
PV-240037	07/20/2023	ET 107894 INV:168876	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		50.00	
PV-240037	07/20/2023	ET 107894 INV:168878	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		55.00	
PV-240037	07/20/2023	FMHS 107931 INV:168951	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN		50.00	
PV-240037	07/20/2023	FMHS 107931 INV:168910	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN		50.00	
PV-240045	07/25/2023	ET 107894 INV:168875	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		50.00	
PV-240045	07/25/2023	ET 107894 INV:168879	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		55.00	
PV-240045	07/25/2023	FMHS 107931 INV:168953	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN		50.00	
PV-240045	07/25/2023	FMHS 107931 INV:168911	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN		50.00	
TOTAL PAYMENT AMOUNT				465.00 *	465.00		

008274/00 PDX Reading Specialist, LLC

240008	PO-240008	07/25/2023	9882	1	01-0044-0-4300.00-1110-1000-002-00-000-2008	NN P	437.66	437.66
TOTAL PAYMENT AMOUNT				437.66 *	437.66			

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 Batch 7 BATCH: 0007 07/19/2023 << Open >>
 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
880625/00	PRO-VISION SOLUTIONS, LLC	810623979						
PV-240048	07/26/2023	INV2118962	01-3213-0-4300.00-0000-3600-010-00-000-0000	NN		14,049.00		
		TOTAL PAYMENT AMOUNT	14,049.00	*		14,049.00		
008049/00	Pyrotection Specialists, Inc.	954250995						
PV-240043	07/25/2023	7839364	01-0000-0-5800.00-0000-8100-010-00-000-0000	NN		296.10		
		TOTAL PAYMENT AMOUNT	296.10	*		296.10		
002958/00	SAN JOAQUIN COUNTY OF ED							
PV-240049	07/26/2023	241745	01-0000-0-5800.00-0000-7200-010-00-000-0000	NN		800.00		
		TOTAL PAYMENT AMOUNT	800.00	*		800.00		
001804/00	SCHOOL HEALTH CORP	000000000	99 EFT					
240015	PO-240015	07/21/2023	4219915-00	1 01-3213-0-4300.00-0000-3140-002-00-000-0000	NN P	1,168.91	1,168.91	
240015	PO-240015	07/25/2023	4219915-01	1 01-3213-0-4300.00-0000-3140-002-00-000-0000	NN P	974.06	974.06	
		TOTAL PAYMENT AMOUNT	2,142.97	*		2,142.97		
000214/00	SOUTHWEST SCHOOL SUPPLY							
240048	PO-240048	07/25/2023	6000135624	1 01-0000-0-4300.00-0000-7200-010-00-000-0000	NN P	108.28	108.28	
		TOTAL PAYMENT AMOUNT	108.28	*		108.28		
880739/00	School Specialty, LLC.	852162684						
240006	PO-240006	07/26/2023	208132626727	1 01-6762-0-4400.00-1110-1000-002-00-000-1018	NY P	337.48	337.48	
		TOTAL PAYMENT AMOUNT	337.48	*		337.48		
001741/00	T & L BATTERY CO							
CM-240001	07/27/2023	Credit Memo 2881	01-0000-0-4300.00-0000-3600-010-00-000-0000	N		-112.00		
PV-240054	07/27/2023	003289	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		588.04		
		TOTAL PAYMENT AMOUNT	476.04	*		476.04		

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 FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	

008022/00	T-Mobile							
PV-240050	07/26/2023	984951571	6/21/23 - 7/20/23	01-0000-0-5500.03-0000-8100-010-00-000-0000	NN			235.78
TOTAL PAYMENT AMOUNT						235.78	*	235.78

002270/00	TECHNICAL SMOKE TESTING							
PV-240038	07/20/2023	820046		01-0000-0-5800.00-0000-3600-010-00-000-0000	NN			600.00
TOTAL PAYMENT AMOUNT						600.00	*	600.00

TOTAL FUND	CHECKS	29,244.23	**	29,244.23
TOTAL FUND	EFT	5,051.95	**	5,051.95
TOTAL FUND	PAYMENT	34,296.18	**	34,296.18

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 FUND : 21 BUILDING FUND - BOND PROCEEDS

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net	Amount	
008106/00		Mangini Associates Inc.						
PV-240052	07/27/2023	13779	21-0000-0-5800.00-0000-8500-002-00-000-8532	NN				1,440.00
			TOTAL PAYMENT AMOUNT		1,440.00	*		1,440.00
			TOTAL FUND	PAYMENT	1,440.00	**		1,440.00
			TOTAL BATCH CHECKS		30,684.23	***	0.00	30,684.23
			TOTAL BATCH EFT		5,051.95	***	0.00	5,051.95
			TOTAL BATCH PAYMENT		35,736.18	***	0.00	35,736.18
			TOTAL DISTRICT CHECKS		30,684.23	****	0.00	30,684.23
			TOTAL DISTRICT EFT		5,051.95	****	0.00	5,051.95
			TOTAL DISTRICT PAYMENT		35,736.18	****	0.00	35,736.18
			TOTAL FOR ALL DISTRICTS CHK:		30,684.23	****	0.00	30,684.23
			TOTAL FOR ALL DISTRICTS EFT:		5,051.95	****	0.00	5,051.95
			TOTAL FOR ALL DISTRICTS:		35,736.18	****	0.00	35,736.18
Number of checks to be printed:	22,	not counting voids due to stub overflows.						30,684.23
Number of EFT generated:	4							5,051.95