

El Tejon Unified School District



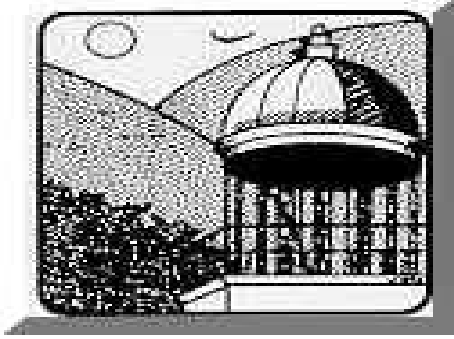
***MEETING OF THE
BOARD OF TRUSTEES***

PUBLIC COPY

PLEASE DO NOT REMOVE

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PH:



**Tejon Unified School District
BOARD OF TRUSTEES**

4337 Lebec Road, Lebec, CA 93243
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, September 13, 2023

Frazier Park School Room 1

3149 San Carlos Trail, Frazier Park, CA 93225

CLOSED SESSION:

6:15 p.m.

FPS Room 1

OPEN SESSION:

6:30 p.m.

FPS Room 1

OFFICIAL MINUTES

The September 13, 2023 Regular Board Meeting of the Board of Trustees of the El Tejon Unified School District was called to order at 6:18 p.m. by Trustee Smith. Trustee Pope moved, seconded by Trustee Rick in Room 1 at 3149 San Carlos Trail, Frazier Park, CA 93225.

VOTE: 4 AYES, 0 NAYES, 1 ABSENT (Turner)

PUBLIC COMMENT

There were no blue cards presented:

PRELIMINARY

Call to Order – Time 6:18 p.m.

Trustee Pope moved, Trustee Rick seconded for Call to Order time.

VOTE: AYES __4__ NAYES ____ ABSENT __1__ (Turner)

ADJOURNMENT TO CLOSED SESSION

Trustee Rick moved, Trustee Barnes seconded adjournment to closed session at 6:18 p.m.

VOTE: 4 AYES, 0 NAYES, 1 ABSENT (Turner)

1. Consideration and Approval of Inter-district Transfer #24-03.

Trustee Rick moved, Trustee Barnes seconded approval of inter-district transfer #24-03.

VOTE: 4 AYES, 0 NAYES, 1 ABSENT (Turner)

3. Employment Recommendations:

A. Employ Instructional Aide, El Tejon. School

B. Employ Special Education Aide II-Elementary, Frazier Park School

C. Employ Special Education Aide, El Tejon School

- D. Employ Yard Duty, El Tejon School**
- E. Employ Math Intervention Teacher**
- F. Employ Special Education Driver/Aide, ETUSD Office/MOT**
- G. Employ Custodian, Frazier Mountain High School Pending Physical/TB**
- H. Employ Campus Security, Frazier Mountain High School**
- I. Employ Yard Duty, El Tejon School**
- J. Employ SpEd II, Frazier Park School Pending testing**
- K. Employ Instructional Aide, Frazier Park School**
- L. Employ Instructional Aide, Frazier Park School**
- M. Employ Special Education Teacher, Frazier Park School Tabled**

Trustee Barnes moved, Trustee Rick seconded approval of Employment Recommendations.

VOTE: 4 AYES, 0 NAYES, 1 ABSENT (Turner)

ADJOURNMENT FROM CLOSED SESSION

Trustee Rick moved, Trustee Pope seconded adjournment from closed session at 6:27 p.m.

VOTE: AYES ___4___ NAYES ___ABSENT___1___ (Turner)

RECONVENING IN OPEN SESSION

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

VOTE: AYES ___4___ NAYES ___ABSENT___1___ (Turner)

REVISION/ADOPTION/ORDERING OF AGENDA

Trustee Pope moved, Trustee Barnes seconded adoption of agenda as presented.

VOTE: AYES ___4___ NAYES ___ABSENT___1___ (Turner)

REPORT FROM CLOSED SESSION

Closed session report, if required.

PUBLIC COMMENT

No blue cards were presented.

APPROVAL OF MINUTES

Approval of Minutes from Regular Board Meeting of August 9, 2023

Trustee Rick moved, Trustee Pope seconded for approval of minutes from August 9, 2023 board meeting.

VOTE: AYES ___4___ NAYES ___ABSENT___1___ (Turner)

OPEN PUBLIC HEARING – Time 6:48

Trustee Rick moved, Trustee Pope seconded for opening of public hearing.

VOTE: AYES ___4___ NAYES ___ABSENT___1___ (Turner)

Certification of Sufficiency of Instructional Materials Purchased with Funds from the Instructional Materials Program for Fiscal Year 2023-2024. Public Comments.

CLOSE PUBLIC HEARING – Time 6:48

Trustee Rick moved, Trustee Barnes seconded for closing of public hearing.

VOTE: AYES ___4___ NAYES ___ABSENT___1___ (Turner)

ITEMS FOR DISCUSSION AND ACTION

Business Items

A. Approval of Unaudited Actuals 2022-2023.

Trustee Barnes moved, Trustee Pope seconded for approval of unaudited actuals.

VOTE: AYES ___ 4 ___ NAYES ___ ABSENT ___ 1 ___ (Turner)

B. Approval of 2023-24 Expanded Learning Opportunities Program (ELOP) Plan Guide.

Trustee Pope moved, Trustee Rick seconded for approval of ELOP Plan Guide.

VOTE: AYES ___ 4 ___ NAYES ___ ABSENT ___ 1 ___ (Turner)

C. Consideration and Approval of GASB 75 June 30, 2023 GASB 75 Disclosure for the El Tejon Unified School District.

Trustee Barnes moved, Trustee Pope seconded for consideration and approval of GASB 75 June 30, 2023 Disclosure for the El Tejon Unified School District.

VOTE: AYES ___ 4 ___ NAYES ___ ABSENT ___ 1 ___ (Turner)

D. Approval of GASB 75 2023 Valuation Cycle Agreement for full actuarial valuation report and two disclosure reports from 2023-2025.

Trustee Rick moved, Trustee Pope seconded for approval of GASB 75 2023 Valuation Cycle Agreement for full actuarial valuation report and two disclosure reports from 2023-2025.

VOTE: AYES ___ 4 ___ NAYES ___ ABSENT ___ 1 ___ (Turner)

E. Approval of Agreement between ETUSD and KCSOS Service Provider Professional Development (AVID) Agt. #24-86583

Trustee Barnes moved, Trustee Rick seconded for approval of Agreement between ETUSD & KCSOS Service Provider Professional Development (AVID) Agt. #24-86583.

VOTE: AYES ___ 4 ___ NAYES ___ ABSENT ___ 1 ___ (Turner)

F. Approval of Resolution #24-01, Regarding Sufficiency of Instructional Materials for the 2023-2024 school year.

Trustee Pope moved, Trustee Barnes seconded for approval of Resolution #24-01, Regarding Sufficiency of Instructional Materials for the 2023-2024 school year.

VOTE: AYES ___ 4 ___ NAYES ___ ABSENT ___ 1 ___ (Turner)

G. Approval of Resolution #24-02, Establishing Appropriation Limitation (GANN) for 2023-2024 –

Trustee Pope moved, Trustee Barnes seconded for approval of Resolution #24-02, Establishing Appropriation Limitation (GANN) for 2023-2024

VOTE: AYES ___ 4 ___ NAYES ___ ABSENT ___ 1 ___ (Turner)

H. Approval of Resolution #24-03, Education Protection Account

Trustee Rick moved, Trustee Barnes seconded for Approval of Resolution #24-03, Education Protection Account.

VOTE: AYES ___ 4 ___ NAYES ___ ABSENT ___ 1 ___ (Turner)

I. Approval of Consolidated Application, 2023-24 Certification of Assurances

Trustee Barnes moved, Trustee Rick seconded for Approval of Consolidated Application, 2023-24 Certification of Assurances.

VOTE: AYES ___ 4 ___ NAYES ___ ABSENT ___ 1 ___ (Turner)

Personnel Items

J. Approval of Resolution #24-04 Teaching Outside of Credential Area for Electives.

Trustee Pope moved, Trustee Rick seconded for Approval of Resolution #24-04, Teaching Outside of Credential Area for Electives.

VOTE: AYES __ 4 __ NAYES ____ ABSENT __ 1 __ (Turner)

K. Approval of Resolution #24-05 Teaching Outside of Credential Area for Independent Study.

Trustee Rick moved, Trustee Barnes seconded for Approval of Resolution #24-05, Teaching Outside of Credential Area for Independent Study.

VOTE: AYES __ 4 __ NAYES ____ ABSENT __ 1 __ (Turner)

L. Approval of Resolution #24-06 Teaching Outside of Credential Area.

Trustee Rick moved, Trustee Pope seconded for Approval of Resolution #24-06, Teaching Outside of Credential Area.

VOTE: AYES __ 4 __ NAYES ____ ABSENT __ 1 __ (Turner)

Board Items

M. Receive CSEA, California School Employees Association Reopener Initial Proposal for 2023-2024 Fiscal Year.

Trustee Barnes moved, Trustee Pope seconded for Receive, CSEA, California School Employees Association Reopener Initial Proposal for 2023-2024 Fiscal Year.

VOTE: AYES __ 4 __ NAYES ____ ABSENT __ 1 __ (Turner)

N. Designate Monday, December 11, 2023 as the Annual Organizational Meeting at Frazier Park School – Room 1, 3149 San Carlos Trail, Frazier Park, CA 93225 at 6:00 p.m.

Trustee Rick moved, Trustee Barnes seconded for Designation of Monday, December 11, 2023 for Special Board Meeting as the Annual Organizational Meeting, at Frazier Park School – Room 1, 3149 San Carlos Trail, Frazier Park, CA 93225 at 6:00 p.m.

VOTE: AYES __ 4 __ NAYES ____ ABSENT __ 1 __ (Turner)

O. Consideration of BP/E 0420.41 Charter School Oversight, BP/E 1113 District & School Websites, BP/AR 4112.2 Certification, E 4112.9/4212.9/4312.9 Employee Notifications, BP 4140/4240/4340 Bargaining Units, AR 4161.1/4261.1/4361.1 Personal Illness/Injury Leave, AR 4161.2/4261.2/4361.2 Personal Leaves, AR 4161.8/4261.8/4361.8 Family Care & Medical Leave, BP 5117 Inter-district Attendance, BP 5141.5 Mental Health, BP/AR 5141.6 School Health Services, BP/E 5145.6 Parent/Guardian Notifications, BP/AR 5148 Child Care & Development, BP 6146.4 Differential Graduation & Competency Standards for Students with Disabilities, BP 6159.2 Nonpublic, Non-sectarian School & Agency Services for Special Education, BP 6173.4 Education for American Indian Studies (NEW POLICY) AR 6173.4 Title VI Indian Education Program (DELETE), BP/AR 6174, Education for English Learners, and BB 9322 Agenda/Meeting Materials, First Reading.

Trustee Rick moved, Trustee Pope seconded for updates to BP/E 0420.41 Charter School Oversight, BP/E 1113 District & School Websites, BP/AR 4112.2 Certification, E 4112.9/4212.9/4312.9 Employee Notifications, BP 4140/4240/4340 Bargaining Units, AR 4161.1/4261.1/4361.1 Personal Illness/Injury Leave, AR 4161.2/4261.2/4361.2 Personal Leaves, AR 4161.8/4261.8/4361.8 Family Care & Medical Leave, BP 5117 Inter-district Attendance, BP 5141.5 Mental Health, BP/AR 5141.6 School Health Services, BP/E 5145.6 Parent/Guardian Notifications, BP/AR 5148 Child Care & Development, BP 6146.4 Differential Graduation & Competency Standards for Students with Disabilities, BP 6159.2 Nonpublic, Non-sectarian School & Agency Services for Special Education, BP 6173.4 Education for American Indian Studies (NEW

POLICY) AR 6173.4 Title VI Indian Education Program (DELETE), BP/AR 6174, Education for English Learners, and BB 9322 Agenda/Meeting Materials, First Reading.

VOTE: AYES __ 4 __ **NAYES** ____ **ABSENT** __ 1 __ (**Turner**)

CONSENT AGENDA

**Items required by law and/or items in accordance
With the District Administrative Code and/or Education Code
Items X-BB (Corrected P-Q)**

**P. Approval of Agreement between ETUSD and KCSOS SELPA Consortium FY 2023-2024, KCSOS
Agt. #24-80328**

**Q. Approval of B warrant batches #0008 \$152,036.97, #0009 \$204,603.40, #0010 \$47,470.65, #0011
\$29,063.99, #0012 \$47,485.14, #0013 \$60,016.83, #0014 \$41,174.85, #0015 \$80,149.29.**

Approval of Consent Agenda.

Trustee Pope moved, Trustee Rick seconded Approval of Consent Agenda.

VOTE: AYES __ 4 __ **NAYES** ____ **ABSENT** __ 1 __ (**Turner**)

ADJOURNMENT

Trustee Rick moved to adjourn the regular meeting of September 13, 2023 at 6:59 p.m. The motion was seconded by Trustee Barnes.

VOTE: AYES __ 4 __ **NAYES** ____ **ABSENT** __ 1 __ (**Turner**)

The minutes are an unofficial draft until reviewed, modified and approved by the ETUSD Governing Board on September 13, 2023.

Clerk of the Board _____

EL TEJON UNIFIED SCHOOL DISTRICT
ENROLLMENT
10-5-23

SCHOOL	SDC	TK *	KDG	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	INDEP.	TOTAL	LAST MONTH	LAST YEAR
																	Oct '23	Sep '23	Oct '22
Frazier Park	9	23	44	40	41	53	45									4	259	266	239
El Tejon	3							50	55	50	54					8	220	214	246
Frazier Mountain High	8											58	56	53	55	13	243	245	254
																	Total 722	Last Month Total 725	Last Year Total 739

EL TEJON UNIFIED SCHOOL DISTRICT
2023-24 APPROVED FIELD TRIPS

(Oct. Board Mtg)	Date	# of Students	School Site	Location	City	Event	Contact Person	Approved
1	3/23-3/31/2024	TBD	FMHS	Explorica	Costa Rica	9-12th Grade Foreign Lang, English, History	Anna Hughes	Req's Board Approval
2	10/23/2023	60	FMHS	Beylik Farms, Fish Hatchery	Fillmore	9th-12th Ag Students	Lee Bizzini	9/11/2023
3	9/19/2023	50	FMHS	Kern Valley High School	Lake Isabella	9th-12th Grade Volleyball	Christy Zimmerman	5/28/2023
4	9/20-9/30/2023	1	FMHS	Kern County Fairgrounds	Bakersfield	10-Ag Show, Animal	Lee Bizzini	8/17/2023
5	9/20/2023	9-28	ETS	Edison School	Bakersfield	Volleyball	Charles Stewart	9/15/2023
6	9/21/2023	30	ETS	Alan Hancock College	Santa Maria	AVID	Lachelle Farewell	8/24/2023
7	2/1/2024	50	FMHS	Mammoth High	Mammoth Lakes	Boys & Girls Soccer	Brian Raymond	9/15/2023
8	1/18/2024	50	FMHS	Rosamond High School	Rosamond	Boys & Girls Soccer	Brian Raymond	9/15/2023
9	1/8/2024	50	FMHS	Kern Valley High School	Lake Isabella	Boys & Girls Soccer	Brian Raymond	9/15/2023
10	1/25/2024	50	FMHS	Mojave High School	Mojave	Boys & Girls Soccer	Brian Raymond	9/15/2023
11	12/21/2023	50	FMHS	Cal City High School	California City	Boys & Girls Soccer	Brian Raymond	9/15/2023
12	12/14/2023	50	FMHS	Boron High School	Boron	Boys & Girls Soccer	Brian Raymond	9/15/2023
13	11/28/2023	50	FMHS	Desert High/Edwards AFB	Edwards	Boys & Girls Soccer	Brian Raymond	9/15/2023
14	11/27/2023	12	FMHS	Summit Collegiate High School	Porterville	Girls Basketball	Brian Raymond	9/15/2023
15	9/15-9/16/2023	12	FMHS	Cal City High School	California City	Girls Varsity Volleyball	Brian Raymond	9/15/2023
16	5/31/2024	45	FPS	Los Angeles Zoo	Los Angeles	Kindergarten	Michelle Penner	9/15/2023
17	9/26/2023	9	ETS	BC Renegade Center	Bakersfield	ASB/SSA	Lachelle Farewell	9/15/2023
18	9/29/2023	27	ETS	Kern County Fairgrounds	Bakersfield	6th-8th Grade FFA	Laurie Oliver	9/15/2023
19	3/5/2024	50	ETS	Gibbons Conservation Cenr	Santa Clarita	5th Grade	Kathy Wood	9/15/2023
20	9/23/2023	TBD	ETS	Fresno State Football Game	Fresno	6th-8th FFA/Football	Laurie Oliver	9/15/2023
21	12/1/2023	27	ETS	Bakersfield Museum 9Buena Vista	Bakersfield	6th Grade	Lachelle Farewell	9/15/2023
22	10/26/2023	9-18	ETS	Beardsley Jr. High	Bakersfield	Volleyball	Charles Stewart	9/15/2023
23	10/7/2023	9	ETS	Lincoln Jr High	Taft	Volleyball	Charles Stewart	9/15/2023
24	10/18/2023	9-18	ETS	Jacobsen Jr High	Tehachapi	Volleyball	Charles Stewart	9/15/2023
25	9/20/2023	9-18	ETS	Edison School	Bakersfield	Volleyball	Charles Stewart	9/15/2023
26	10/28/2023	TBD	ETS	Golden Valley High	Bakersfield	Volleyball	Charles Stewart	9/15/2023
27	10/11/2023	9-18	ETS	Rio Bravo Greely School	Bakersfield	Volleyball	Charles Stewart	9/15/2023
28	10/21/2023	9-18	ETS	Rio Bravo Greely School	Bakersfield	Volleyball	Charles Stewart	9/15/2023
29	10/25/2023	8-18	ETS	Wallace/South Fair	Lake Isabella	Volleyball	Charles Stewart	9/15/2023
30	9/30/2023	9	ETS	Stockdale High	Bakersfield	Volleyball	Charles Stewart	9/15/2023
31	10/27/2023	9	FMHS	Bakersfield College	Bakersfield	FFA Officers	Lee Bizzini	9/15/2023
32	1/31/2024	50	FPS	Wind Wolves	Bakersfield	Social Studies	Monica Darling	9/29/2023
33	5/3/2023	74	FPS	CALM - California Living Museum	Bakersfield	1st, TK, SpEd	Susan Bates	9/29/2023
34	12/6/2023	60	FPS	Wind Wolves	Bakersfield	3 Classes, Social Studies	Monica Darling	9/29/2023
35	10/30/2023	60	ETS	UC Santa Barbara	Santa Barbara	6th, 7th, 8th Grade AVID & FFA	Corey Hansen	9/29/2023
36	9/30/2023	8	ETS	Sunset Jr. High	Bakersfield	PE	Rory Jansen	9/30/2023
37	10/24/2023	8	ETS	Beardsley Jr. High	Bakersfield	PE, Football	Rory Jansen	9/30/2023
38	10/18/2023	8	ETS	Edison Jr. High	Bakersfield	PE, Football	Rory Jansen	9/29/2023
39	10/17/2023	8	ETS	Rio Bravo Greeley	Bakersfield	PE, Football	Rory Jansen	9/29/2023
40	10/5/2023	8	ETS	Sunset Jr. High	Bakersfield	PE, Football	Rory Jansen	9/29/2023
41	10/6/2023	10	ETS	Bakersfield College	Bakersfield	Leadership AVID	Lachelle Farewell	9/29/2023
42	10/13/2023	20	ETS	Universal Studios	Universal City	Math & Welding	Corey Hansen	9/29/2023
43	10/27/2023	20	ETS	Wilt Event Center, Mojave Air	Mojave	Career & College Readiness	Laurie Oliver	9/29/2023
44	10/24/2023	25	FMHS	CSU, Northridge & Poss COC	Northridge	Academy Juniors	Alex Crane	9/29/2023
45	11/30/2023	50	FMHS	Bishop High School	Bishop	Boys & Girls Soccer	Brian Raymond	9/29/2023
46								
47								

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POSTED 10-06-23 at:
District Office
El Tejon School
Frazier Park School
Frazier Mountain High School
www.el-tejon.k12.ca.us

NOTICE OF PUBLIC HEARING
OCTOBER 11, 2023

DURING OPEN SESSION OF THE REGULAR MEETING
OF THE ETUSD BOARD OF TRUSTEES

PURPOSE:

Hearing the Public Comment regarding the California School Employees Association (CSEA) to El Tejon Unified School District regarding collective bargaining agreement negotiation for 2023-24 school year.

TIME: 6:30 PM

LOCATION: Frazier Park School, Room 1
3149 San Carlos Trail
Frazier Park, California 93225

**POSTED 10-06-23 at:
District Office
El Tejon School
Frazier Park School
Frazier Mountain High School
www.el-tejon.k12.ca.us**

**NOTICE OF PUBLIC HEARING
OCTOBER 11, 2023**

**DURING OPEN SESSION OF THE REGULAR MEETING
OF THE ETUSD BOARD OF TRUSTEES**

PURPOSE:

Hearing the Public Comment regarding the El Tejon Unified School District (ETUSD) to California School Employees Association (CSEA) and El Tejon Teachers Association (ETTA) regarding collective bargaining agreement negotiation for 2023-24 school year.

TIME: 6:30 PM

**LOCATION: Frazier Park School, Room 1
3149 San Carlos Trail
Frazier Park, California 93225**

**POSTED 10-06-23 at:
District Office
El Tejon School
Frazier Park School
Frazier Mountain High School
www.el-tejon.k12.ca.us**

**NOTICE OF PUBLIC HEARING
OCTOBER 11, 2023**

**DURING OPEN SESSION OF THE REGULAR MEETING
OF THE ETUSD BOARD OF TRUSTEES**

PURPOSE:

Hearing the Public Comment regarding the El Tejon Teachers Association (ETTA) to El Tejon Unified School District regarding collective bargaining agreement negotiation for 2023-24 school year.

TIME: 6:30 PM

**LOCATION: Frazier Park School, Room 1
3149 San Carlos Trail
Frazier Park, California 93225**



SERBAN SOUND & COMMUNICATIONS

PROPOSAL FOR:

El Tejon School District - Frazier Mountain High School

700 Falcon Way, Lebec, CA 93243

Project: Stage Audio Video Lighting

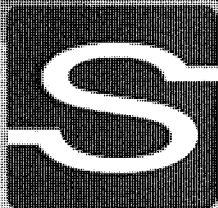
Prepared by: Jerry Page / Senior Account Manager

jerry@serban.com

www.serban.com

661-371-3300 ext:136

September 21, 2023



Serban Sound and Communications submits the following proposal for your approval.

Project: Frazier Mountain High School **Auditorium Audio / Video / Stage Lighting System – Equipment Sale**

Serban Sound and Communication presents this proposal for the following sale of equipment.

Parts List:

- (1) Crestron 4-Series Control System
- (1) Crestron 10" Touch Screens,
- (1) Crestron DM Lite – HDMI® over CATx Transmitter, Surface Mount
- (1) Crestron DM Lite – HDMI® over CATx Receiver, Surface Mount
- (1) Crestron 6x2 HDMI switcher
- (1) Crestron DSP
- (1) Araknis network switch
- (1) Araknis Router
- (1) Araknis WAP
- (1) Wireless presentation device
- (1) Blu-ray player
- (1) HDMI Plate
- (1) Rack, w/ Plexi Door, 24U Space and needed shelving
- (1) Gigabit Switch with Partial PoE+ and Rear Ports (130w POE)
- (1) Power Supply and sequencer,
- (1) DSP (sound processor)
- (4) Shure SLXD wireless microphone receivers with SM58 Handheld wireless microphone system.
- (2) Shure overhead wired Choir microphones
- (2) Microphone stands
- (1) Shure antenna distribution splitter
- (6) Bose pendant speakers
- (1) Bose stage monitor speaker
- (1) LEA 4 channel amplifier
- (1) 12ft motorized projector screen
- (1) Epson 7000lm LED projector and mounting kit.
- (12) Elation RGWB par stage lights with barn doors and gel diffusers.
- (1) DMX interface device for Lighting to Crestron system
- (1) 24" tall floor equipment rack with plexiglass locking door
- (1) Williams Sound ALS system with 12 receivers

Material Base Price including sales tax: \$91,156.95

Serban's price is contingent upon:

1. Any changes not contained in the scope of work will be documented in writing and agreed by both the customer and Serban Sound and Communications.
2. All areas affected by the scope of work are accessible during normal working hours 8:00am to 5:00pm.
3. Pricing Valid for 30 days from September 21, 2023.

Bid Exclusions:

- Conduit, Backboxes, and Power unless noted.
- Any Lead and Asbestos testing or abatement.
- Any structural engineering requirements.
- Pollution Liability Insurance, Builders Risk Insurance.
- Submittals Permits and fees.
- Payment and Performance Bonds.
- Removal of existing or abandoned cable.
- Labor

Signature _____

Date: _____

Purchase Order Number _____

I hope that we will be able to provide you with all the resources necessary to fulfill your needs. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jerry Page
Serban Sound & Communications
Voice : 661.371-3300 ext136
Fax: 661.371- 2626
Email: jerry@serban.com



SERBAN SOUND & COMMUNICATIONS

PROPOSAL FOR:

Colombo Construction Company, Inc

El Tejon School District - Frazier Mountain High School

700 Falcon Way, Lebec, CA 93243

Project: Stage Audio Video Lighting Equipment Installation.

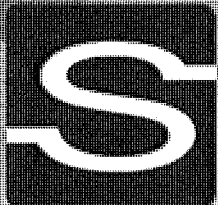
Prepared by: Jerry Page / Senior Account Manager

jerry@serban.com

www.serban.com

661-371-3300 ext:136

September 21, 2023



Serban Sound and Communications submits the following proposal for your approval.

Project: Frazier Mountain High School **Auditorium Audio / Video /Stage Lighting System – Labor to install**

Serban Sound and Communication presents this proposal for the following installation of equipment. This equipment is to be furnished by others.

Equipment to be installed , programmed, along with staff training on system use.:

- (1) Crestron 4-Series Control System
- (1) Crestron 10" Touch Screens,
- (1) Crestron DM Lite – HDMI® over CATx Transmitter, Surface Mount
- (1) Crestron DM Lite – HDMI® over CATx Receiver, Surface Mount
- (1) Crestron 6x2 HDMI switcher
- (1) Crestron DSP
- (1) Araknis network switch
- (1) Araknis Router
- (1) Araknis WAP
- (1) Wireless presentation device
- (1) Blu-ray player
- (1) HDMI Plate
- (1) Rack, w/ Plexi Door, 24U Space and needed shelving
- (1) Gigabit Switch with Partial PoE+ and Rear Ports (130w POE)
- (1) Power Supply and sequencer,
- (1) DSP (sound processor)
- (4) Shure SLXD wireless microphone receivers with SM58 Handheld wireless microphone system.
- (2) Shure overhead wired Choir microphones
- (2) Microphone stands
- (1) Shure antenna distribution splitter
- (6) Bose pendant speakers
- (1) Bose stage monitor speaker
- (1) LEA 4 channel amplifier
- (1) 12ft motorized projector screen
- (1) Epson 7000lm LED projector and mounting kit.
- (12) Elation RGWB par stage lights with barn doors and gel diffusers.
- (1) DMX interface device for Lighting to Crestron system
- (1) 24" tall floor equipment rack with plexiglass locking door
- (1) Williams Sound ALS system with 12 receivers

MB#

Material Base Price to install the above listed equipment.: \$44,820.00

Serban's price is contingent upon:

1. Any changes not contained in the scope of work will be documented in writing and agreed by both the customer and Serban Sound and Communications.
2. All areas affected by the scope of work are accessible during normal working hours 8:00am to 5:00pm.
3. Pricing Valid for 30 days from September 21, 2023.

Bid Exclusions:

- Conduit, Backboxes, and Power unless noted.
- Any Lead and Asbestos testing or abatement.
- Any structural engineering requirements.
- Pollution Liability Insurance, Builders Risk Insurance.
- Submittals Permits and fees.
- Payment and Performance Bonds.
- Removal of existing or abandoned cable.
- Labor

Signature



Date:

9-22-23

Purchase Order Number

240119

I hope that we will be able to provide you with all the resources necessary to fulfill your needs. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jerry Page

Serban Sound & Communications

Voice : 661.371-3300 ext136

Fax: 661.371- 2626

Email: jerry@serban.com




QUOTATION / PROPOSAL

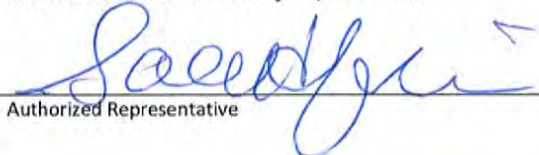
Date: September 12, 2023
To: Colombo Construction
Attn: Estimating Dept.
Project: Frazier High School – Stage AV

Including: Cut in power for touch panel controls just outside of closet.
Reconfigure circuitry on stage for new lighting array and powered projector screen.
Pull in cables for monitor and (8) speakers in seating area.
Install power and data for projector on the opposite side of area.
Install Customer provide speakers.
Scissor lift rental.

Excluding: Cutting, patching and painting.

TOTAL MATERIAL, TAX AND LABOR: \$27,910.00

Presented by:  Date: 9/12/2023
Jarrett Electric, Inc. - Authorized Representative

Accepted by:  Date: 9-22-23
Authorized Representative

3321 N. Sillect Avenue | Bakersfield, CA 93308

a. 661.327.8046 f. 661.327.8680 | Contractors License # 667401

Approve

business

5 AGREEMENT FOR CONSOLIDATION OF EL TEJON UNIFIED SCHOOL DISTRICT'S FRAZIER MOUNTAIN HIGH SCHOOL DOMESTIC WATER SYSTEM WITH LEBEC COUNTY WATER DISTRICT FOR THE PROVISION OF WATER SERVICE TO FRAZIER MOUNTAIN HIGH SCHOOL

THIS AGREEMENT ("Agreement") is made this ____th day of ____, 202~~3~~², between, LEBEC COUNTY WATER DISTRICT, a California public utility district organized under the California Public Utilities Code (Section 15501 et seq.) ("DISTRICT") and the EL TEJON UNIFIED SCHOOL DISTRICT, a California public unified school district, as defined in California Education Code section 83, and political subdivision of the State of California ("ETUSD") on the basis of the following facts and understandings:

A. ETUSD currently provides water primarily for domestic purposes to students and employees at Frazier Mountain High School ("FMHS"), located within the ETUSD boundary. In association with providing water to FMHS, ETUSD owns interests in real estate and other physical property, including but not limited to storage tanks, pipelines, treatment facilities, and meters (the "Water Distribution System"). Necessary upgrades and improvements to the Water Distribution System to meet and comply with current drinking water requirements would require the expenditure of substantial sums of money and create serious technical challenges were ETUSD to undertake the necessary upgrades and improvements.

B. ETUSD's Board of Trustees have determined that it is in ETUSDs best interest to transfer and convey certain easements described and depicted in Exhibit "A," attached hereto and incorporated herein by reference (the "Easements"), to the DISTRICT in accordance with the terms and conditions hereinafter set forth, and for the FMHS parcels (Kern County APNs 255-560-18 and 255-560-24) (the "FMHS Parcels") to be annexed into the DISTRICT for the

purpose of FMHS receiving future water service, that complies with all current and future drinking water quality and quantity requirements, from the DISTRICT.

C. ETUSD's Board of Trustees have consented to transfer the Easements to the DISTRICT, as evidenced by the minutes of the board meetings dated __, 20__ and ____2023. A copy of such Minutes of the meetings is attached hereto as Exhibit "B" and incorporated herein by reference.

D. The DISTRICT has agreed to accept the Easements, free and clear of any liens or encumbrances, and without any of ETUSD's liabilities, in accordance with the terms and conditions as hereinafter set forth.

E. The Project, as hereinafter described, must be completed in order for the DISTRICT to provide water service to FMHS as follows: (i) construct a drinking water distribution system between the DISTRICT and FMHS's distribution system, (ii) provide certain interconnections to said distribution system, (iii) construct a booster plant to lift water to the FMHS service area, (iv) construct a drinking water storage tank for delivery into FMHS's drinking water distribution system, (v) secure necessary permits from the State of California to operate such an integrated drinking water distribution system, and (vi) all engineering and administrative costs associated with implementing and carrying out the aforementioned tasks (hereinafter collectively called the "Project").

F. ETUSD wishes to have the DISTRICT commence delivery of water to FMHS as soon as possible, but recognizes there are many contingencies which must occur prior to water service commencing. The conditions that must occur for the DISTRICT to assume responsibility for providing water service to FMHS are as follows:

MB#

September 26, 2023

El Tejon Unified School District
4337 Lebec Rd,
Lebec, CA 93243

El Tejon Middle School Valcom Intercom System SIP controller for IP Phone system

Scope of Work

Serban to install a new Valcom SIP controller to work with the existing Valcom IP intercom system. Serban will supply and install the Valcom controller. The school's phone vendor will be responsible for connecting the phone system to the controller and programming the site's phone system to work with the Valcom intercom system.

Major equipment List included in installation:

(1) Standalone SIP interface for IP phone system (programming of phone system is to be done by the phone service provider and is not included in this quote scope)



Serban Sound and Communication's bid price total including sales tax and labor:

Total Combined Price for project: \$3,653.30

Serban Sound and Communications submits the following proposal for your approval.
The following bid price includes:

Serban's price is contingent upon:

1. Any changes not contained in the scope of work will be documented in writing and agreed by both the customer and Serban Sound and Communications.
2. All areas affected by the scope of work are accessible during normal working hours 8:00am to 5:00pm.
3. Pricing Valid for 15 days from September 26, 2023.

Bid Exclusions:

- Any Lead and Asbestos testing or abatement.
- Any structural engineering requirements.
- Pollution Liability Insurance, Builders Risk Insurance.
- Submittals, Permits and fees.
- Removal of existing or abandoned cable.
- Any paint or patching

Signature _____

A handwritten signature in blue ink, appearing to read 'Jerry Page', written over a horizontal line.

Date: _____

10-4-23

Purchase Order Number _____

240133

If you have any questions please don't hesitate to contact me.

Sincerely,

Jerry Page

Phone 661-371-3300 ext136

Fax 661-371-2626

MB#

September 26, 2023

El Tejon Unified School District
4337 Lebec Rd,
Lebec, CA 93243

**Frazier Mountain High School Valcom Intercom System SIP controller for IP
Phone system**

Scope of Work

Serban to install a new Valcom SIP controller to work with the existing Valcom IP intercom system. Serban will supply and install the Valcom controller. The school's phone vendor will be responsible for connecting the phone system to the controller and programming the site's phone system to work with the Valcom intercom system.

Major equipment List included in installation:

(1) Standalone SIP interface for IP phone system (programming of phone system is to be done by the phone service provider and is not included in this quote scope)



Serban Sound and Communication's bid price total including sales tax and labor:

Total Combined Price for project: \$3,653.30

Serban Sound and Communications submits the following proposal for your approval.
The following bid price includes:

Serban's price is contingent upon:

1. Any changes not contained in the scope of work will be documented in writing and agreed by both the customer and Serban Sound and Communications.
2. All areas affected by the scope of work are accessible during normal working hours 8:00am to 5:00pm.
3. Pricing Valid for 15 days from September 26, 2023.

Bid Exclusions:

- Any Lead and Asbestos testing or abatement.
- Any structural engineering requirements.
- Pollution Liability Insurance, Builders Risk Insurance.
- Submittals, Permits and fees.
- Removal of existing or abandoned cable.
- Any paint or patching

Signature _____

Date: 10-4-23

Purchase Order Number 240143

If you have any questions please don't hesitate to contact me.

Sincerely,

Jerry Page

Phone 661-371-3300 ext136

Fax 661-371-2626

MB#523037

September 26, 2023

El Tejon Unified School District
4337 Lebec Rd,
Lebec, CA 93243

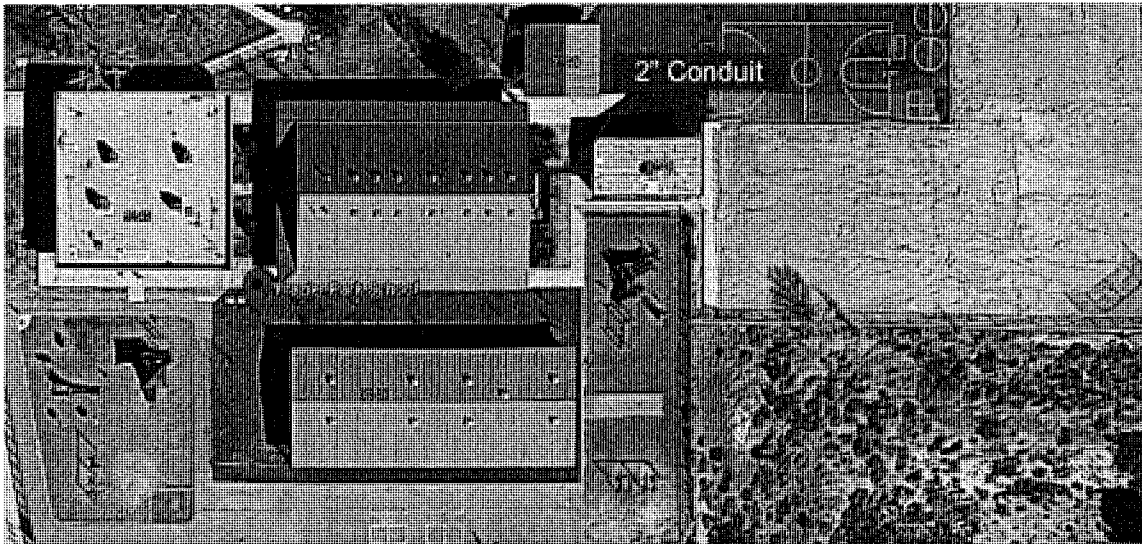
Frazier Park Elementary School Valcom Intercom System upgrade

Scope of Work

Serban to install a new 2" underground conduit from back of classroom to modular classroom as per diagram. Serban to install (3) underground rated cat6 cable runs from the existing MDF to the new IDF racks. The site has existing racks that will be utilized. Serban will install a new intercom speaker in the new classroom.

Major equipment List included in installation:

(1) intercom speaker
(LOT) OSP cat 6 cable





Serban Sound and Communication's bid price total including sales tax and labor:

Total Combined Price for project: \$15,666.53

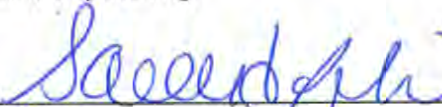
Serban Sound and Communications submits the following proposal for your approval.
The following bid price includes:

Serban's price is contingent upon:

1. Any changes not contained in the scope of work will be documented in writing and agreed by both the customer and Serban Sound and Communications.
2. All areas affected by the scope of work are accessible during normal working hours 8:00am to 5:00pm.
3. Pricing Valid for 15 days from September 26, 2023.

Bid Exclusions:

- Any Lead and Asbestos testing or abatement.
- Any structural engineering requirements.
- Pollution Liability Insurance, Builders Risk Insurance.
- Submittals, Permits and fees.
- Removal of existing or abandoned cable.
- Any paint or patching

Signature 

Date: 10-4-23

Purchase Order Number 246132

If you have any questions please don't hesitate to contact me.
Sincerely,
Jerry Page
Phone 661-371-3300 ext136
Fax 661-371-2626

MB#523037

September 26, 2023

El Tejon Unified School District
4337 Lebec Rd,
Lebec, CA 93243

Frazier Park Elementary School Valcom Intercom System upgrade

Scope of Work

Serban to install a new Valcom IP/Analog Bell and Intercom headend System. This new system will replace the current analog Bell and Intercom System headend allowing the integration of existing analog speakers along with any future Valcom IP endpoints such as clocks, speakers, LED message boards etc... The new Valcom system has a friendly web GUI as well as an easy-to-use calendar-based scheduling system. Serban will install the new headend along with programming and staff training on how to use the system. Serban will also conduct a site survey on the existing class intercom speaker system and perform minor repairs excluding any parts. This quote also includes 3 IP speaker/clock combo for the north east bungalows .Any major repairs or replacement of parts will require a separate quote and will be provided if any issues are found.

Major equipment List included in installation:

- (1) Valcom IP Communications server
- (4) 12 Port 25-Volt / 45ohm Talkback Gateways
- (1) IP Admin I/O Gateway for phone integration
- (3) IP speaker/clock endpoints
- (1) integrated SIP interface for IP phone system (programming of phone system is to be done by the phone service provider and is not included in this quote scope)

Serban Sound and Communication's bid price total including sales tax and labor:

Total Combined Price for project: \$57,322.24

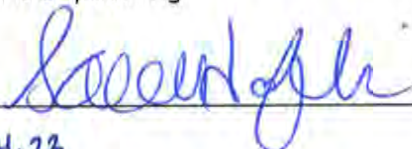
Serban Sound and Communications submits the following proposal for your approval.
The following bid price includes:

Serban's price is contingent upon:

1. Any changes not contained in the scope of work will be documented in writing and agreed by both the customer and Serban Sound and Communications.
2. All areas affected by the scope of work are accessible during normal working hours 8:00am to 5:00pm.
3. Pricing Valid for 15 days from September 26, 2023.

Bid Exclusions:

- Any Lead and Asbestos testing or abatement.
- Any structural engineering requirements.
- Pollution Liability Insurance, Builders Risk Insurance.
- Submittals, Permits and fees.
- Removal of existing or abandoned cable.
- Any paint or patching

Signature 

Date: 10-4-23

Purchase Order Number 240131

If you have any questions please don't hesitate to contact me.

Sincerely,

Jerry Page

Phone 661-371-3300 ext136

Fax 661-371-2626

PROPOSED MONTHLY RATE SCHEDULE

The water base rate will be increased as set forth on the following table beginning on March 1, 2022) and will increase by 3.8% for four subsequent years. The final adjustment under this schedule will be implemented no later than March 1, 2026. Any subsequent rate adjustments that increase rates will be subject to a Proposition 218 hearing.

PROPOSED MONTHLY RATE SCHEDULES

Current Rate Schedule

Type	Meter Size	Initial Allotment (CF)	Monthly Base Charge	Usage Rate (\$ CF)
Residential	3/4" - 2"	750	\$ 40.01	\$ 0.023
Residential - Conserv	3/4" - 2"	1000	\$ 40.01	\$ 0.023
Commercial	3/4"	250	\$ 60.02	\$ 0.036
Commercial	1"	250	\$ 100.25	\$ 0.036
Commercial	1.5"	250	\$ 199.90	\$ 0.036
Commercial	2"	250	\$ 319.96	\$ 0.036
Commercial	4"	250	\$ 1,260.96	\$ 0.036
Commercial	6"	250	\$ 2,801.65	\$ 0.036
Mobile Home (ORMHP)	4"	750 x 44units	\$40.01 x 44 Units	\$ 0.023
Mobile Home (FMMHP)	2"	750 x 27 unites	\$40.01 X27 units	\$ 0.023
COMP COMM	4"	0	\$ -	\$ 0.036

Rate Adjustment

Year 1	Meter Size	Initial Allotment (CF)	Monthly Base Charge	Usage Rate (\$ CF)
All Users	3/4"	0	\$50.26	\$ 0.027
All Users	1"	0	\$83.76	\$ 0.027
All Users	1.5"	0	\$167.52	\$ 0.027
All Users	2"	0	\$268.04	\$ 0.027
All Users	4"	0	\$837.67	\$ 0.027

In an effort to provide transparency, information will be available as noted at Lebec County Water District's Business Office located at 323 Frazier Mtn. Park Road, Lebec CA 93243 and online at lebecwater.com.

"Water is One of Life's Precious Resources"

Lebec County Water District • 323 Frazier Mtn. Park Road • PO Box 910 • Lebec, CA 93243
Office: (661) 248-6872 • Fax (661) 248-6439 • Email: lebecwater@att.net • Website: www.lebecwater.com

Res 24-09

EXHIBIT "A"

Pipeline Easement

Legal Descriptions

Those portions of the East half of Section 4 and the Southwest quarter of Section 3, both in Township 8 North, Range 19 West, San Bernardino Meridian, according to the official plat thereof, in the County of Kern, State of California, described on Exhibits C-1 and C-2 in that Grant of Easements recorded October 16, 1992 in Book 6748, Page 818, Official Records of Kern County, being more particularly described as follows:

PARCEL 1:

That portion of said East half of Section 4 and said Southwest quarter of Section 3 described as follows:

A strip of land lying adjacent to the following described line:

Commencing at the Northwest corner of said East half of Section 4;

Thence South 89 degrees, 35 minutes, 00 seconds East along the North line of the East half of said Section 4, 645.00 feet to a point which is located 2030.11 feet from the Northeast corner of said Section 4; thence South 0 degrees 25 minutes 00 seconds West, 40.00 feet to the South right of way line of Frazier Mountain Park Road and the true point of beginning.

- (1) thence along the North line of the subject easement, 40 feet wide, South 89 degrees, 35 minutes, 00 seconds East along the Southerly right-of-way line of said Frazier Mountain Park Road a distance of 100.00 feet;
- (2) thence along the North line of the subject easement, 20.00 feet wide, continuing South 89 degrees, 35 minutes, 00 seconds East along the Southerly right-of-way of said Frazier Mountain Park Road, a distance of 419.94 feet, more or less, to the intersection of the Kern County/Los Angeles County line with the Southerly right-of-way line of Frazier Mountain Park Road;
- (3) thence along the Easterly line of the subject easement, 20.00 feet wide, South 21 degrees, 49 minutes, 30 seconds East along said Los Angeles/Kern County line a distance of 4398.50 feet more or less to the intersection with the Northerly boundary of the 60 foot wide access easement described in Book 6479, Page 0495 of Official Records, recorded January 18, 1991 in the Office of the Kern County Recorder.

Together with a temporary easement for construction purposes over a strip of land 30 feet wide, the North and Easterly lines of which are the South and Westerly lines of the 20 foot wide portion of the hereinabove described strip.

The sidelines of said easement shall be lengthened or shortened to intersect at all angle points and end at said access easement.

PARCEL 2:

That portion of said East half of Section 4 and said Southwest quarter of Section 3 described as follows:

A 60.00 foot wide strip of land lying 30.00 feet on each side of the following described centerline:

Beginning at a point on the Los Angeles/Kern County line which bears South 21 degrees, 49 minutes, 30 seconds East along said county line a distance of 4490.00 feet from the point of intersection of said county line with the North line of said Section 4;

- (1) thence North 60 degrees, 20 minutes, 00 seconds West a distance of 67.37 feet;
- (2) thence South 29 degrees, 40 minutes, 00 seconds West a distance of 70.00 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 750.00 feet;
- (3) thence Southerly along said curve, through a central angle of 29 degrees, 03 minutes, 22 seconds an arc distance 380.34 feet to a point on the East line of said Section 4;
- (4) thence departing said curve, tangent, South 00 degrees, 36 minutes, 38 seconds West along the East line of said Section 4 a distance of 783.35 feet to the Southeast corner of said Section 4.

The sidelines of said easement shall be lengthened or shortened as necessary to begin at said county line, to end at the South line of said Section 4 and said Section 3, and to intersect at angle points.

Boundaries of aforescribed area are coterminous with the boundaries of the 60 foot access easement granted to El Tejon Unified School District described in Book 6479, Page 0495 of Official Records, recorded January 18, 1991 in the Office of the Kern County Recorder.

Access Easement

Legal Descriptions

Those portions of the East half of Section 4 and the Southwest quarter of Section 3, both in Township 8 North, Range 19 West, San Bernardino Meridian, according to the official plat thereof, in the County of Kern, State of California, described on Exhibits C-5 and C-6 in that Grant of Easements recorded October 16, 1992 in Book 6748, Page 818, Official Records of Kern County, being more particularly described as follows:

PARCEL 3:

A 20.00 foot wide easement centered on existing dirt roads, the centerline of which are described as follows:

Commencing at a point on the Los Angeles/Kern County line which bears South 21 degrees, 49 minutes, 30 seconds East along said county line a distance of 4490.00 feet from the point of intersection of said county line with the North line of said Section 4; thence North 60 degrees, 20 minutes, 00 seconds West a distance of 97.37 feet to the Westerly line of the 60 foot wide access easement granted to El Tejon Unified School District as described in Book 6479, Page 0495 of Official Records, recorded January 18, 1991 in the Office of the Kern County Recorder, to the true point of beginning;

- (1) thence North 60 degrees, 20 minutes West, 380 feet;
- (2) thence North 72 degrees, 38 minutes West, 322 feet;
- (3) thence North 26 degrees, 27 minutes West, 209 feet;
- (4) thence North 1 degree, 51 minutes East, 239 feet to the beginning of a curve, concave Southwesterly and having a radius of 200 feet;
- (5) thence Northerly along said curve, through a central angle of 53 degrees, 58 minutes, an arc distance of 188 feet;
- (6) thence North 52 degrees, 08 minutes West, 133 feet to the beginning of a curve, concave easterly and having a radius of 50.00 feet;

(7) thence Northwesterly, Northerly and Northeasterly along said curve, through a central angle of 102 degrees, 13 minutes, an arc distance of 89 feet;

(8) thence North 50 degrees, 06 minutes West, 169 feet to the beginning of a curve, concave Southerly and having a radius of 70.00 feet;

(9) thence Northeasterly, Easterly and Southeasterly, along said curve, through a central angle of 97 degrees, 15 minutes, an arc distance of 119 feet;

(10) thence South 32 degrees, 39 minutes East, 89 feet;

(11) thence South 72 degrees, 07 minutes East, 298 feet more or less to a point on the west line of the water line easement described as Parcel 1 herein;

(12) thence departing from subject 20 foot wide access easement North 68 degrees, 11 minutes West, 20 feet to the east line of said water line easement being the Los Angeles/Kern County line which is 3396 feet from the point of intersection of said county line with the North line of Section 4;

(13) thence along the Easterly line of said water line easement, North 21 degrees, 50 minutes West, along said county line, 493 feet;

(14) thence South 68 degrees, 11 minutes East, 20 feet to the West line of said water line easement;

(15) thence resuming said 20 foot wide easement, the centerline of which is described as follows; thence South 37 degrees, 14 minutes West, 220 feet;

(16) thence South 49 degrees, 48 minutes West, 148 feet to a point on the centerline of the subject 20 foot wide access easement previously described herein as the point connecting said 70 foot radius curve with the tangent line bearing North 50 degrees, 06 minutes East;

The sidelines of said 120 foot wide access easement shall be lengthened or shortened to begin at the west line of said 60 foot wide access easement, intersect at all angle point, and join the west line of said 20 foot wide water line easement.

PARCEL 4:

A 20.00 foot wide easement centered on an existing dirt road, the centerline of which is described as follows:

Commencing at a point on the Los Angeles /Kern county line which bears South 21 degrees, 49 minutes, 30 seconds East along said county line a distance of 2788.29 feet from the point of intersection of said county line with the North line of said Section 4; thence South 68 degrees, 10 minutes, 30 seconds West a distance of 20 feet, to the West line of the water line easement herein described as Parcel 1, and the true point of beginning;

(1) thence along the centerline of the subject easement, North 53 degrees, 16 minutes West, 313 feet;

(2) thence North 65 degrees, 41 minutes West, 148 feet;

(3) thence North 80 degrees, 35 minutes West 199 feet to the beginning of a curve concave Northeasterly and having a radius of 200 feet;

(4) thence Northwesterly and Northerly along said curve, through a central angle of 89 degrees, 28 minutes, an arc distance of 312 feet;

(5) thence North 08 degrees, 53 minutes East, 48 feet to the beginning of a curve, concave Southeasterly and having a radius of 100 feet;

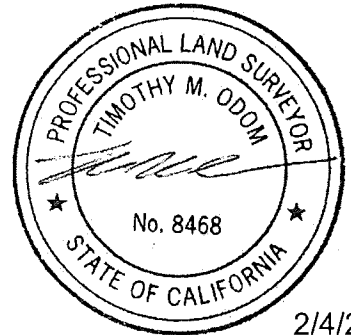
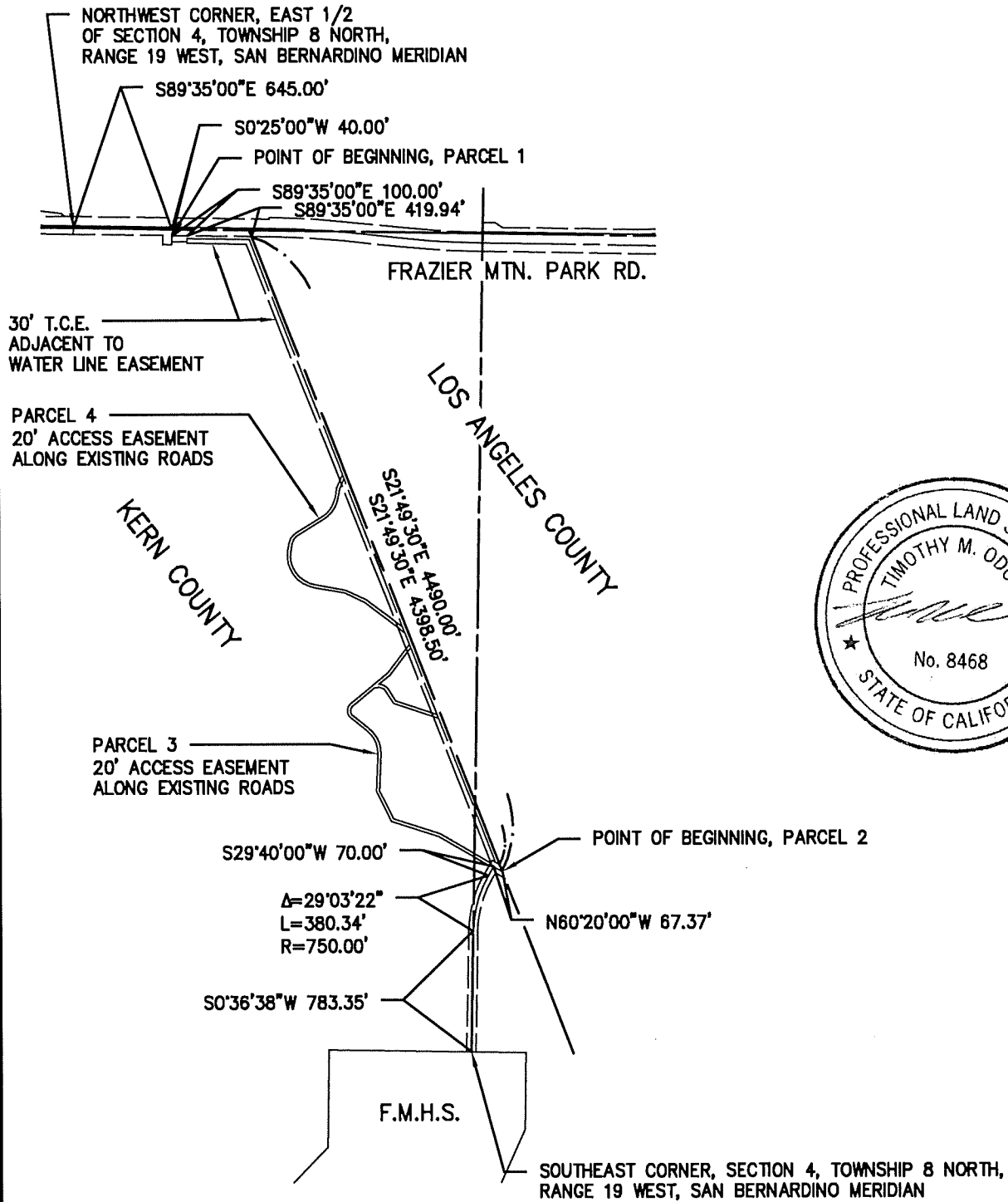
(6) thence Northeasterly along said curve, through a central angle of 48 degrees, 54 minutes, an arc length of 85 feet;
(7) thence North 57 degrees, 47 minutes East, 188 feet to the beginning of a curve, concave Northwesterly and having a radius of 200 feet;
(8) thence Northerly along said curve, through a central angle of 47 degrees, 53 minutes, an arc distance of 167 feet;
(9) thence North 09 degrees, 54 minutes East, 62 feet;
(10) thence North 24 degrees, 11 minutes East, 83 feet more or less to a point on the west line of the waterline easement herein described as Parcel 1, said point being North 21 degrees, 49 minutes, 30 seconds West, 1075 feet from the true point of beginning.
The sidelines of said easement shall be lengthened or shortened to begin and end at the herein described waterline easement, and intersect at all angle points.

END OF DESCRIPTION



2/4/22

EXHIBIT _____



2/4/22



SCALE IN FEET



EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

LEBEC C.W.D. / EL TEJON U.S.D.
PIPELINE THROUGH STATE LANDS
WATER SUPPLY PROJECT
KERN COUNTY, CA

PLAT

LAND SURVEYOR:
TIMOTHY M. ODOM
DATE: 1/27/22
JOB NO: 187521009
SHEET 1 OF 2

EXHIBIT "A"

Pipeline Easement Legal Description

That portion of the Northeast quarter of Section 9 and the Northwest quarter of Section 10, both in Township 8 North, Range 19 West, San Bernardino Meridian, according to the official plat thereof, in the County of Kern, State of California, described as follows:

A 20.00-foot-wide strip, centered on an existing water pipeline, the route of which is approximated by the following described centerline:

Beginning at a point on the North line of said Section 10, said point lying South 89° 39' 57" East, a distance of 16.00 feet from the Northwest corner of said Section 10; thence

- 1) South 0° 35' 45" West, 33.69 feet; thence
- 2) North 89° 37' 08" West, 936.69 feet to a line parallel with and 10.00 feet distant from the westerly line of the Parcel described in the deed recorded in Book 6478 at Page 2415, Official Records of Kern County; thence
- 3) South 0° 23' 22" West, along said parallel line, 605.05 feet to a line parallel with and 10.00 feet distant from the northwesterly line of the Parcel described in the deed recorded in Book 6478 at Page 811, Official Records of Kern County; thence
- 4) South 43° 11' 46" West, along the last said parallel line, 16.42 feet; thence
- 5) South 0° 21' 44" West 461.04 feet; thence
- 6) South 45° 32' 58" East, 208.80 feet; thence
- 7) South 0° 08' 04" West, 65.16 feet; thence
- 8) South 45° 21' 23" West, 174.34 feet; thence
- 9) South 44° 38' 20" East, 276.86 feet; thence
- 10) South 62° 55' 46" East, 67.39 feet; thence
- 11) South 28° 01' 51" East, 179.41 feet; thence
- 12) South 9° 35' 49" West, 180.26 feet; thence
- 13) South 16° 08' 09" West, 56.73 feet; thence
- 14) South 28° 04' 07" West, 56.73 feet; thence
- 15) South 40° 00' 05" West, 56.73 feet; thence
- 16) South 51° 56' 03" West, 56.73 feet; thence
- 17) South 59° 06' 46" West, 48.90 feet; thence
- 18) South 53° 50' 32" West, 71.74 feet; thence
- 19) South 52° 52' 25" West, 54.00 feet to the Northeasterly line of a Tank Site Easement created by separate document.

Containing an area of approximately 1.66 acres.

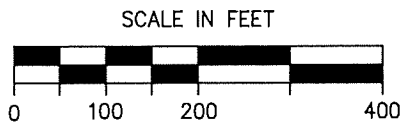
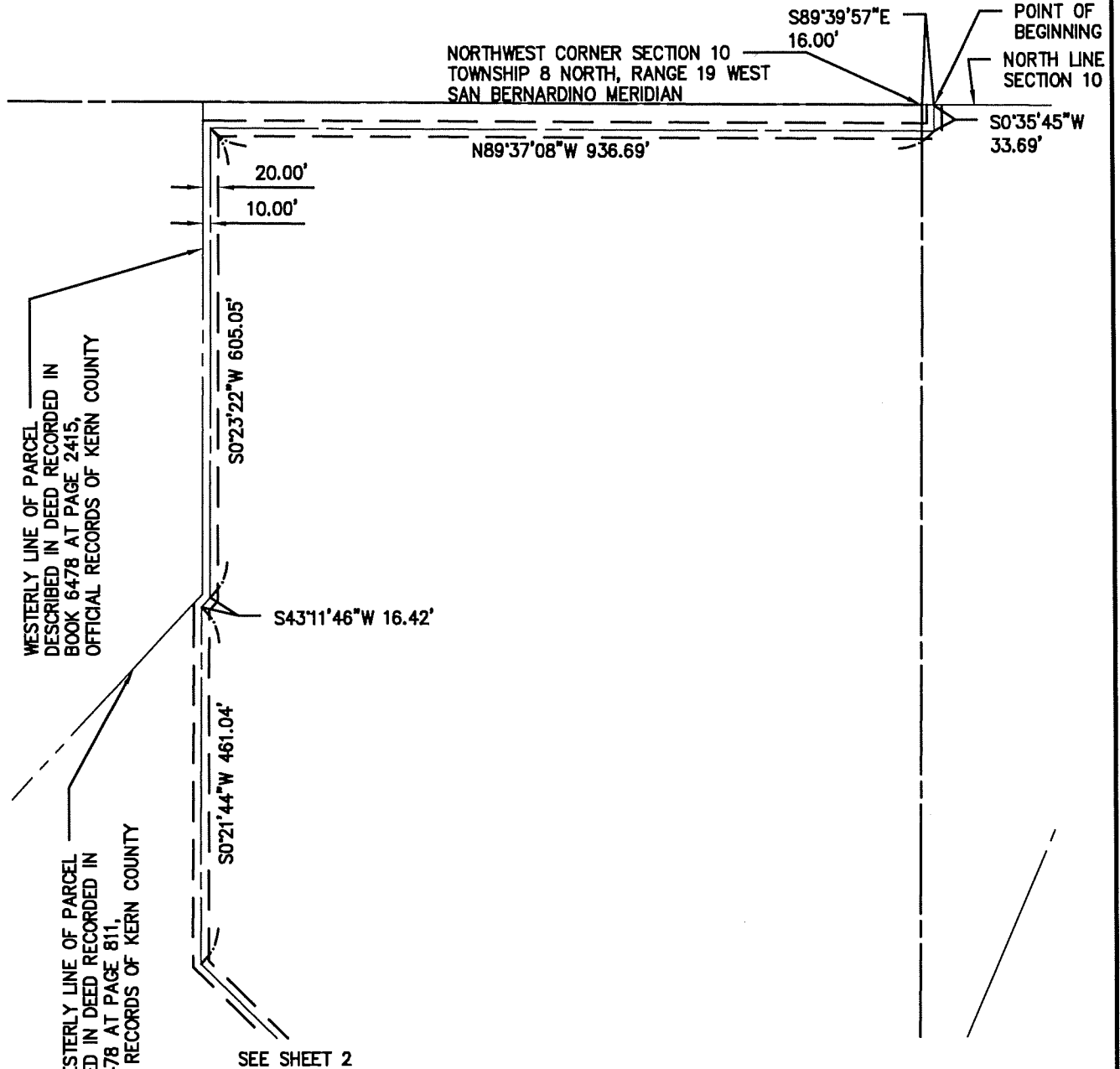
The sidelines of said strip are to be lengthened or shortened to terminate at the North line of said Section 10 and the Northeasterly line of the Tank Site Easement.

END OF DESCRIPTION

1/27/22



EXHIBIT ____



1/27/22

EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

LEBEC C.W.D. / EL TEJON U.S.D.

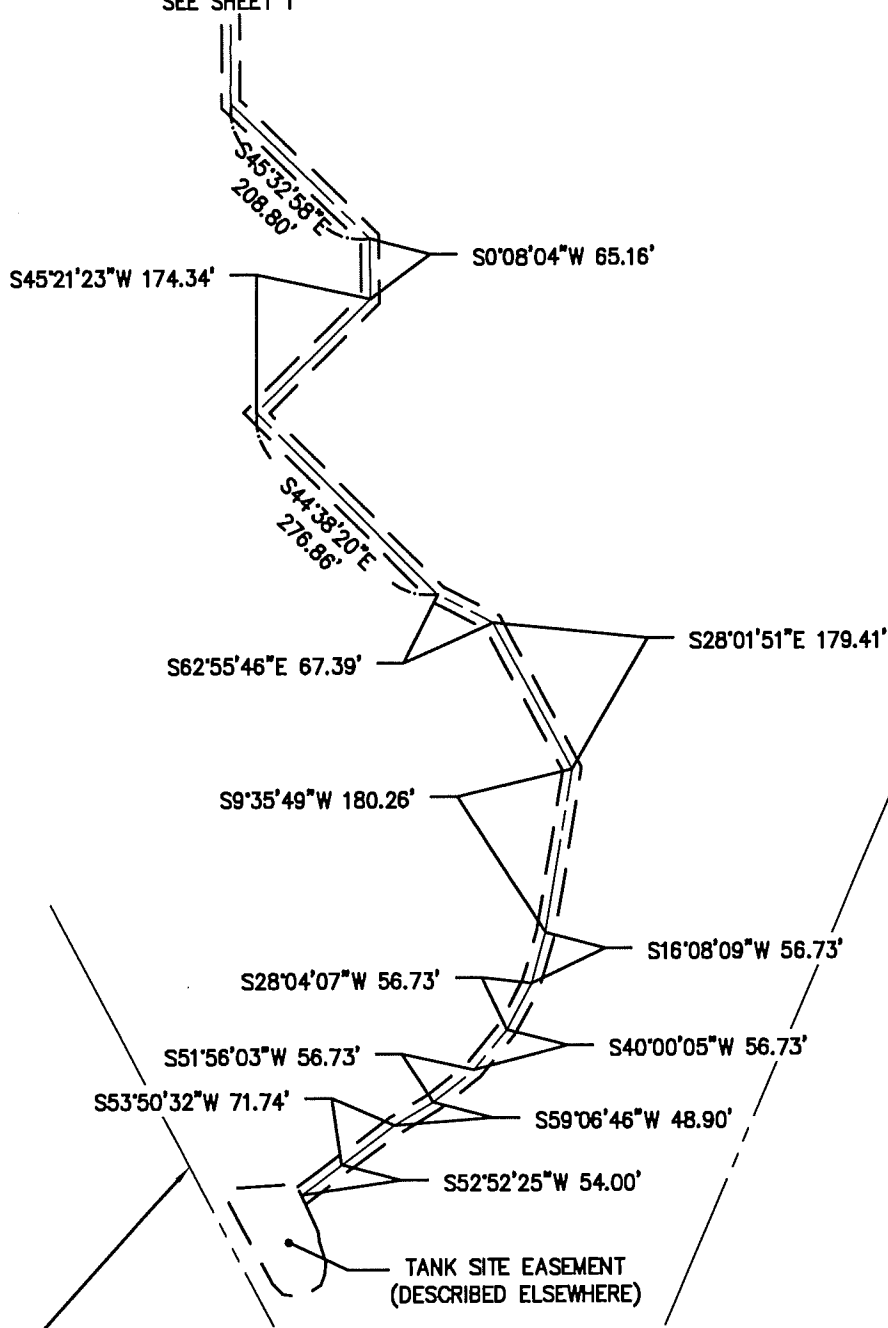
WATER SUPPLY PROJECT
KERN COUNTY, CA

PIPELINE THROUGH FMHS PLAT

LAND SURVEYOR:
TIMOTHY M. ODOM
DATE: 1/27/22
JOB NO: 187521009
SHEET 1 OF 2

EXHIBIT _____

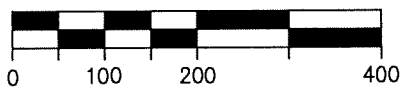
SEE SHEET 1



SOUTHWESTERLY LINE OF PARCEL
DESCRIBED IN DEED RECORDED IN
BOOK 6478 AT PAGE 2415,
OFFICIAL RECORDS OF KERN COUNTY



SCALE IN FEET



1/27/22

EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

LEBEC C.W.D. / EL TEJON U.S.D.

WATER SUPPLY PROJECT
KERN COUNTY, CA

PIPELINE THROUGH FMHS PLAT

LAND SURVEYOR: TIMOTHY M. ODOM
DATE: 1/27/22
JOB NO: 187521009
SHEET 2 OF 2

1/27/2022 9:52 AM C:\Self Help Enterprise\1875\187517016-FMHS Water Supply Project\000-CAD\301-Ext-Corrid\Survey\EA\187517016-SUR-ESMT.dwg -Tim Odom

EXHIBIT "A"

Well Site Easement Legal Description

That portion of the East half of Section 4, Township 8 North, Range 19 West, San Bernardino Meridian, according to the official plat thereof, in the County of Kern, State of California, described as follows:

Commencing at the Northwest corner of said East half of Section 4;

Thence South 89° 35' 00" East, along the North line of said East half of Section 4, a distance of 645.00 feet; thence South 0° 25' 00" West a distance of 40.00 feet to the southerly right of way line of Frazier Mountain Park Road and the Point of Beginning; thence

- 1) South 0° 25' 00" West, 60.00 feet; thence
- 2) North 89° 35' 00" West, 60.00 feet; thence
- 3) North 0° 25' 00" East, 60.00 feet to the southerly right of way line of Frazier Mountain Park Road; thence
- 4) South 89° 35' 00" East, along said southerly right of way line, 60.00 feet to the Point of Beginning.

Containing an area of approximately 3,600 square feet.

END OF DESCRIPTION



1/27/22

EXHIBIT ____

NORTHWEST CORNER, EAST HALF OF SECTION 4
TOWNSHIP 8 NORTH, RANGE 19 WEST
SAN BERNARDINO MERIDIAN
(POINT OF COMMENCEMENT)

NORTH LINE
SECTION 4

S89°35'00"E 645.00'

FRAZIER MOUNTAIN PARK ROAD

S0°25'00"W 40.00'

POINT OF
BEGINNING

S89°35'00"E 60.00'

N0°25'00"E 60.00'

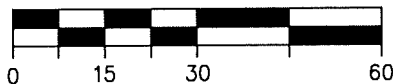
EXISTING WELL SITE
BK. 6748, PG. 811, O.R.

S0°25'00"W 60.00'

N89°35'00"W 60.00'



SCALE IN FEET



1/27/22

EST. 1968
**PROVOST &
PRITCHARD**
CONSULTING GROUP
An Employee Owned Company

LEBEC C.W.D. / EL TEJON U.S.D.

WATER SUPPLY PROJECT
KERN COUNTY, CA
WELL SITE PLAT

LAND SURVEYOR: TIMOTHY M. ODOM
DATE: 1/27/22
JOB NO: 187521009
SHEET 1 OF 1

1/27/2022 8:40 AM C:\Self Help Enterprise\1875\187517016-FMHS Water Supply Project\000-CAD\30_Ext_Corrida\Survey\ES\187517016-SUR-ESMT.dwg -Tim Odom

EXHIBIT "A"

Tank Site Easement Legal Description

That portion of the Northeast quarter of Section 9, Township 8 North, Range 19 West, San Bernardino Meridian, according to the official plat thereof, in the County of Kern, State of California, described as follows:

Commencing at a 2" iron pipe located on the southwesterly line of that parcel described in the deed recorded in Book 6478 at Page 2415, Official Records of Kern County and being a point on the South line of said Northeast quarter, from which the East quarter corner of said Section 9 bears South 89°39'59" East, a distance of 760.93 feet;

Thence North 27° 45' 10" West, along said southwesterly line, a distance of 305.63 feet; thence North 62° 14' 50" East a distance of 20.49 feet to the Point of Beginning; thence

- 1) North 28° 16' 04" West, 107.79 feet; thence
- 2) North 54° 23' 31" East, 15.62 feet; thence
- 3) North 86° 37' 14" East, 54.13 feet; thence
- 4) North 66° 34' 41" East, 10.15 feet; thence
- 5) South 23° 47' 53" East, 59.73 feet; thence
- 6) South 8° 23' 44" East, 11.51 feet; thence
- 7) South 17° 19' 45" East, 23.53 feet; thence
- 8) South 6° 03' 17" West, 12.61 feet; thence
- 9) South 20° 12' 50" West, 12.04 feet; thence
- 10) South 56° 24' 25" West, 24.11 feet; thence
- 11) North 81° 07' 11" West, 21.61 feet; thence
- 12) North 44° 25' 55" West, 15.52 feet to the Point of Beginning.

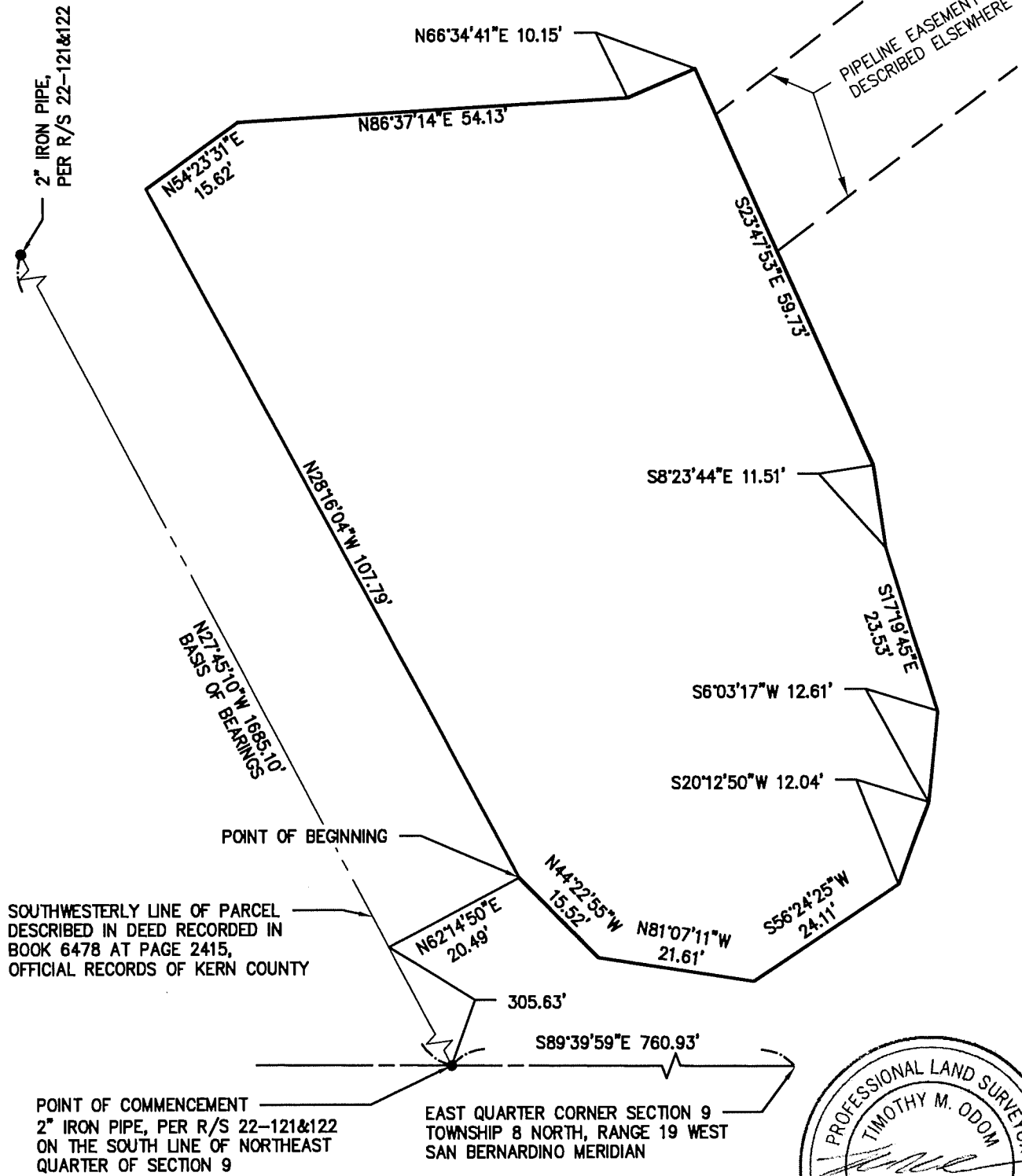
Containing an area of approximately 8,359 square feet.

END OF DESCRIPTION



1/27/22

EXHIBIT



SCALE IN FEET



1/27/22

EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

LEBEC C.W.D. / EL TEJON U.S.D.
WATER SUPPLY PROJECT
KERN COUNTY, CA
TANK SITE PLAT

LAND SURVEYOR:
TIMOTHY M. ODOM
DATE: 1/27/22
JOB NO: 187521009
SHEET 1 OF 1

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
EL TEJON UNIFIED SCHOOL DISTRICT
KERN COUNTY, CALIFORNIA
RESOLUTION #24-07**

On motion of Trustee _____, seconded by Trustee _____, a resolution in accordance with Education Code Section 44258.2 was adopted as follows:

BE IT RESOLVED by the Governing Board of the El Tejon Unified School District and hereby ordered that:

In accordance with Education Code Section 44258.2, a teacher a teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments.

<u>Name of Teacher</u>	<u>Subject(s) to be Taught</u>
Jennifer Page	Art
Lachelle Farewell	AVID
Rory Jansen	Bridges College & Career Readings
Corey Hansen	Ag FFA
Laurie Oliver	Ag FFA
Charles Stewart	Sports Conditioning
Dea Walker	Music
Madeline Wentworth	Visual Arts

PASSED AND ADOPTED this 11th day of October 2023, by the Governing Board of the El Tejon Unified School District of Kern County, California, by the following votes:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA, COUNTY OF KERN

I, Sara Haflich, Superintendent of the El Tejon Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting October 11th, 2023.



Sara Haflich, Superintendent
El Tejon Unified School District

Teacher Consent Form

Pursuant to the Education Code, written documentation is required from the district obtaining the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

Teacher Name: Lachelle Farewell S.S. # _____ - _____ - _____

Name of District: El Teyon Unified School Site: El Teyon School

Name of School Site Administrator: Corey Hansen

Credential Held: _____

Assignment: AVID Elective Grade Level: 6-8

Date of Assignment: Beginning Date: 8/16/23 Ending Date: 6/6/24

Limited Assignment Permit

☒ General Education Multiple or Single Subject (GELAP) _____
Subject Area

☐ Special Education (SELAP) _____
Area of Specialization

General Education Local Assignment Options

- | | | | |
|--|------------|---|------------|
| <input type="checkbox"/> EC 44256 (b) | Grade K-8 | <input type="checkbox"/> EC 44258.3 | Grade K-12 |
| <input checked="" type="checkbox"/> EC 44258.2 | Grade 5-8 | <input type="checkbox"/> EC 44258.7 (c) (d) | Grade K-12 |
| <input type="checkbox"/> EC 44263 | Grade K-12 | <input type="checkbox"/> EC 44865 | Grade K-12 |

Other Local Teaching Assignment Options

☐ EC _____

I Lachelle Farewell mutually consent to this assignment.

Lachelle Farewell _____
Teacher's Signature Date 9/11/23

Teacher Consent Form

Pursuant to the Education Code, written documentation is required from the district obtaining the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

Teacher Name: Rory Jansen S.S. # - - - - -

Name of District: Teton Unified School Site: Teton School

Name of School Site Administrator: Carey Hansen

Credential Held: - - - - -

Assignment: Bridges College & Career Readiness Grade Level: 8

Date of Assignment: Beginning Date: 8/16/23 Ending Date: 6/6/24

Limited Assignment Permit

☒ General Education Multiple or Single Subject (GELAP) Social Studies
Subject Area

☐ Special Education (SELAP) - - - - -
Area of Specialization

General Education Local Assignment Options

- | | | | |
|--|------------|---|------------|
| <input type="checkbox"/> EC 44256 (b) | Grade K-8 | <input type="checkbox"/> EC 44258.3 | Grade K-12 |
| <input checked="" type="checkbox"/> EC 44258.2 | Grade 5-8 | <input type="checkbox"/> EC 44258.7 (c) (d) | Grade K-12 |
| <input type="checkbox"/> EC 44263 | Grade K-12 | <input type="checkbox"/> EC 44865 | Grade K-12 |

Other Local Teaching Assignment Options

☐ EC - - - - -

I Rory Jansen mutually consent to this assignment.

Rory Jansen 9/11/23
Teacher's Signature Date

Teacher Consent Form

Pursuant to the Education Code, written documentation is required from the district obtaining the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

Teacher Name: Corey Hansen S.S. # 8044
Name of District: El Tejon Unified School Site: El Tejon School
Name of School Site Administrator: Corey Hansen
Credential Held: Multiple Subject, ADMIN, BA Science Sociology
Assignment: Ag FFA Grade Level: 6-8
Date of Assignment: Beginning Date: 8/16/23 Ending Date: 6/6/24

Limited Assignment Permit

☒ General Education Multiple or Single Subject (GELAP) _____
Subject Area

☐ Special Education (SELAP) _____
Area of Specialization

General Education Local Assignment Options

<input type="checkbox"/> EC 44256 (b)	Grade K-8	<input type="checkbox"/> EC 44258.3	Grade K-12
<input checked="" type="checkbox"/> EC 44258.2	Grade 5-8	<input type="checkbox"/> EC 44258.7 (c) (d)	Grade K-12
<input type="checkbox"/> EC 44263	Grade K-12	<input type="checkbox"/> EC 44865	Grade K-12

Other Local Teaching Assignment Options

☐ EC _____

I Corey Hansen mutually consent to this assignment.

Corey Hansen 9/11/23
Teacher's Signature Date

Teacher Consent Form

Pursuant to the Education Code, written documentation is required from the district obtaining the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

Teacher Name: LAURIE OLIVER S.S. # - - 5295
Name of District: El Tejon Unified School Site: El Tejon School
Name of School Site Administrator: Corey Hansen
Credential Held: CPE - AS Science...
Foundational Science - single subject
Assignment: FFA Elective Grade Level: 6-8
Date of Assignment: Beginning Date: 8/16/23 Ending Date: 6/6/24

Limited Assignment Permit

☒ General Education Multiple or Single Subject (GELAP) Foundational Science
Subject Area

☐ Special Education (SELAP) _____
Area of Specialization

General Education Local Assignment Options

<input type="checkbox"/> EC 44256 (b)	Grade K-8	<input type="checkbox"/> EC 44258.3	Grade K-12
<input checked="" type="checkbox"/> EC 44258.2	Grade 5-8	<input type="checkbox"/> EC 44258.7 (c) (d)	Grade K-12
<input type="checkbox"/> EC 44263	Grade K-12	<input type="checkbox"/> EC 44865	Grade K-12

Other Local Teaching Assignment Options

☐ EC _____

I Laurie Oliver mutually consent to this assignment.

Laurie Oliver 9/11/23
Teacher's Signature Date

Teacher Consent Form

Pursuant to the Education Code, written documentation is required from the district obtaining the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

Teacher Name: Jennifer Page S.S. # 549-88-6363

Name of District: ETUSD School Site: El Teyon

Name of School Site Administrator: Corey Hansen

Credential Held: Single Subject, English; Multiple Subject

Assignment: Art Grade Level: 5-8

Date of Assignment: Beginning Date: 8/10/23 Ending Date: 6/6/24

Limited Assignment Permit

☒ General Education Multiple or Single Subject (GELAP) English
Subject Area

☐ Special Education (SELAP) _____
Area of Specialization

General Education Local Assignment Options

- | | | | |
|--|------------|---|------------|
| <input type="checkbox"/> EC 44256 (b) | Grade K-8 | <input type="checkbox"/> EC 44258.3 | Grade K-12 |
| <input checked="" type="checkbox"/> EC 44258.2 | Grade 5-8 | <input type="checkbox"/> EC 44258.7 (c) (d) | Grade K-12 |
| <input type="checkbox"/> EC 44263 | Grade K-12 | <input type="checkbox"/> EC 44865 | Grade K-12 |

Other Local Teaching Assignment Options

☐ EC _____

I Jenny Page mutually consent to this assignment.

J Page
Teacher's Signature

9/11/23
Date

Teacher Consent Form

Pursuant to the Education Code, written documentation is required from the district obtaining the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

Teacher Name: Charles Stewart S.S. # - -

Name of District: El Teyon Unified School Site: El Teyon School

Name of School Site Administrator: Corey Hansen

Credential Held: _____

Assignment: Sports Conditioning Grade Level: 5-8

Date of Assignment: _____ Beginning Date: 8/16/23 Ending Date: 6/6/24

Limited Assignment Permit

☒ General Education Multiple or Single Subject (GELAP) P.E. Single Subject
Subject Area

☐ Special Education (SELAP) _____ Area of Specialization

General Education Local Assignment Options

☐ EC 44256 (b) Grade K-8 ☐ EC 44258.3 Grade K-12

☒ EC 44258.2 Grade 5-8 ☐ EC 44258.7 (c) (d) Grade K-12

☐ EC 44263 Grade K-12 ☐ EC 44865 Grade K-12

Other Local Teaching Assignment Options

☐ EC

I Charles Stewart mutually consent to this assignment.

Teacher's Signature _____ Date 9/11/23

Teacher Consent Form

Pursuant to the Education Code, written documentation is required from the district obtaining the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

Teacher Name: Dea Walker S.S. # - - - - -

Name of District: El Tejon Unified School Site: El Tejon School

Name of School Site Administrator: Corey Hansen

Credential Held: Music, Bachelor of Music Education, multisubject

Assignment: Music Grade Level: - - - - -

Date of Assignment: Beginning Date: 8/16/23 Ending Date: 6/6/24

Limited Assignment Permit

☒ General Education Multiple or Single Subject (GELAP) Single Subject Music
Mult. Subject Area - GE

☐ Special Education (SELAP) - - - - -
Area of Specialization

General Education Local Assignment Options

<input type="checkbox"/> EC 44256 (b)	Grade K-8	<input type="checkbox"/> EC 44258.3	Grade K-12
<input checked="" type="checkbox"/> EC 44258.2	Grade 5-8	<input type="checkbox"/> EC 44258.7 (c) (d)	Grade K-12
<input type="checkbox"/> EC 44263	Grade K-12	<input type="checkbox"/> EC 44865	Grade K-12

Other Local Teaching Assignment Options

☐ EC - - - - -

I Dea Walker mutually consent to this assignment.

Dea Walker 9/11/23
Teacher's Signature Date

Teacher Consent Form

Pursuant to the Education Code, written documentation is required from the district obtaining the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

Teacher Name: Madeline Wentworth S.S. # - - - - -

Name of District: El Tejon Unified School Site: El Tejon School

Name of School Site Administrator: Corey Hansen

Credential Held: PIP

Assignment: Visual Arts Grade Level: 5-8

Date of Assignment: Beginning Date: 8/16/23 Ending Date: 6/6/24

Limited Assignment Permit

☒ General Education Multiple or Single Subject (GELAP) English
Subject Area

☐ Special Education (SELAP) _____
Area of Specialization

General Education Local Assignment Options

- | | | | |
|--|------------|---|------------|
| <input type="checkbox"/> EC 44256 (b) | Grade K-8 | <input type="checkbox"/> EC 44258.3 | Grade K-12 |
| <input checked="" type="checkbox"/> EC 44258.2 | Grade 5-8 | <input type="checkbox"/> EC 44258.7 (c) (d) | Grade K-12 |
| <input type="checkbox"/> EC 44263 | Grade K-12 | <input type="checkbox"/> EC 44865 | Grade K-12 |

Other Local Teaching Assignment Options

☐ EC _____

I Madeline Wentworth mutually consent to this assignment.

Mis W 9/11/23
Teacher's Signature Date

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
EL TEJON UNIFIED SCHOOL DISTRICT
KERN COUNTY, CALIFORNIA
RESOLUTION #24-08**

On motion of Trustee _____, seconded by Trustee _____, a resolution in accordance with Education Code Section 44256 (b) was adopted as follows:

BE IT RESOLVED by the Governing Board of the El Tejon Unified School District and hereby ordered that:

In accordance with Education Code Section 44256 (b), a teacher a teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments.

Name of Teacher
Kathy Wood

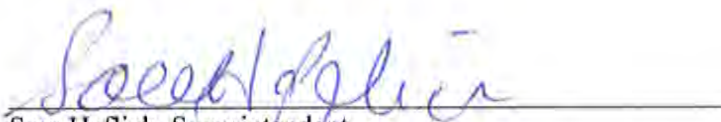
Subject(s) to be Taught
Family Consumer Science, Arts Media & Entertainment

PASSED AND ADOPTED this 11th day of October 2023, by the Governing Board of the El Tejon Unified School District of Kern County, California, by the following votes:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA, COUNTY OF KERN

I, Sara Haflich, Superintendent of the El Tejon Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting October 11, 2023.



Sara Haflich, Superintendent
El Tejon Unified School District

Teacher Consent Form

Pursuant to the Education Code, written documentation is required from the district obtaining the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

Teacher Name: Kathy Wood S.S. # - - - - -
Name of District: El Teyon Unified School Site: El Teyon School
Name of School Site Administrator: Corey Hansen
Credential Held: Arts, media, CTE Entertainment
Assignment: Family Arts media & Entertainment Consumer Science Grade Level: 5-8
Date of Assignment: Beginning Date: 8/16/23 Ending Date: 6/6/24

Limited Assignment Permit

☒ General Education Multiple or Single Subject (GELAP) Multi / Interdisciplinary
Subject Area K-8

☐ Special Education (SELAP) _____
Area of Specialization

General Education Local Assignment Options

<input checked="" type="checkbox"/> EC 44256 (b)	Grade K-8	<input type="checkbox"/> EC 44258.3	Grade K-12
<input type="checkbox"/> EC 44258.2	Grade 5-8	<input type="checkbox"/> EC 44258.7 (c) (d)	Grade K-12
<input type="checkbox"/> EC 44263	Grade K-12	<input type="checkbox"/> EC 44865	Grade K-12

Other Local Teaching Assignment Options

☐ EC _____

I Kathy Wood mutually consent to this assignment.

Kathy Wood 9/11/23
Teacher's Signature Date

Date: October 3, 2023

To: Members of the General Public
Board of Trustees of El Tejon Unified School District (ETUSD)

From: El Tejon Teachers Association (ETTA)/CTA/NEA

Re: ETTA Proposal for the 2015-2016 ETUSD
Collective Bargaining Agreement.

The El Tejon Teachers' Association, in compliance with Government Code section 3547(a), makes the following proposal to the ETUSD Board of Trustees on this date of October 3, 2023. This shall be our "Sunshine Proposal."

ETTA'S Reopening Proposal

Article III

The Bargaining Unit proposes to negotiate wages which seek to recapture some of the buying power our members have struggled with in these inflationary times. We note with some interest that the ETUSD is one of the lowest paying districts in Kern County for teachers.

Members of the Public are invited to comment publicly for 14 calendar days after public posting.

ETTA and its members look forward working together with District representatives to make ETUSD the finest district in the county.



EL TEJON UNIFIED SCHOOL DISTRICT INSTRUCTIONAL or ATHLETIC FIELD TRIP REQUEST

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 3/23/24 - 3/31/24 Departure Time Depends on Flight Return Time Depends on Flight

Location of Field Trip/Event: Costa Rica Miles One Way _____
San Jose, Arenal, Sarapiquí, Puerto Viejo City _____ State _____ Zip _____
Destination Address _____

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

Contact Person Anna Hughes Staff Attending Hughes, Walker, Spann

Grades/Classes/Group 9-12 Number of Students not known at this time

Applicable to Subject Area/Unit: Foreign Language, English, History

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.

- Please see attached Agenda
- _____
- _____
- _____

AND SEE ATTACHED ☒

FUNDING SOURCE: self paid Form Completed by Hafllich Date 9/11/23

APPROVAL: _____
Principal [Signature] Date 9/11/23 Sup't/Designee _____ 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 #6153). ALL DRIVERS NOT EMPLOYED BY THE DISTRICT MUST COMPLETE THE ETUSD TRANSPORTATION BULLETIN FORMS AND ADHERE TO ALL POLICIES AND PROCEDURES THEREIN.



Insider's Costa Rica

March 23 - March 31, 2024

Day 1 Hola San José (groups flying from the west coast may be required to depart day 0)

Meet your tour director and check into hotel

Day 2 San José--Arenal

Coffee Plantation visit

Travel to Arenal

Hot springs visit

Day 3 Arenal--Sarapiquí

Travel to Sarapiquí

Organic pineapple tasting experience

Day 4 Sarapiquí

Yoga class in the Sarapiquí rainforest

Sarapiquí river kayaking tour

Tirimina Bat Tour

Day 5 Sarapiquí--Puerto Viejo

Travel to Puerto Viejo

Bri Bri Indigenous reserve and chocolate tour

Day 6 Puerto Viejo

Sloth Rescue Center visit

Caribbean flavours cooking class

Day 7 Puerto Viejo

Cahuita National Park visit

Punta Uva beach time

Caribbean dance class

Day 8 Puerto Viejo--San José

Travel to San José via Cartago

Cartago Tour director-led sightseeing tour: Basílica de Nuestra Señora de los Ángeles, Santiago Apostol Parish Ruins visit, Cartago Municipal Museum visit

Day 9 End tour



Reserve your Spot!



Tour Center ID: Hughes-8341
Quote valid until: September 28, 2023

What's included

We provide everything you need for a remarkable trip:

- Round-trip airfare
- 8 overnight stays (10 with extension) in hotels with private bathrooms
- Breakfast daily
- Lunch daily
- Dinner daily
- Full-time services of a professional tour director
- Guided sightseeing tours and city walks as per itinerary
- Visits to select attractions as per itinerary
- Tour Diary™
- Local Guide and Local Bus Driver tips; see note regarding other important tips
- Note: On arrival day only dinner is provided; on departure day, only breakfast is provided
- Note: Tour cost does not include airline-imposed baggage fees, or fees for any required passport or visa. Optional excursions, optional pre-paid Tour Director and multi-day bus driver tipping, among other individual and group customizations will be listed as separate line items in the total trip cost, if included.

Tour investment (9-day tour)

Students (travelers under the age of 23): \$3,179
Adults (age 23 and over): \$3,664

Price reflects savings of \$100 scholarship. Sign up by 9/28/2023 and enter code Travel24 in order to take advantage of this limited-time offer!

Automatic monthly payment plan

Pay just \$50 upon enrollment and the balance will be divided into equal monthly payments, charged automatically to your credit card or checking account. As of August 22, 2023, your monthly payment would be just \$625.80. (Manual plan also available; learn more on explorica.com/paymentplans.)

Travel protection

Most Explorica travelers protect their investment with one of our trusted plans, starting from just \$16 per day. To learn more, visit explorica.com/cfar.

Enroll online,
by phone, or by mail



explorica.com/Hughes-8341



1.888.310.7121



Download and complete
a paper application on
explorica.com/resources

←explorica→
by WorldStrides

PO Box 9033
Charlottesville, VA 22906-9033

El Tejon Unified School District
Opening (Sunshine) Proposal to CSEA
October 5, 2023

1. In preparation for negotiations for the 2023-24 school year, ETUSD would like to re-open the following Articles:

Article III: Wages

Article V: Health and Welfare Benefits

El Tejon Unified School District
Initial Proposal (Sunshine) to ETTA
October 5, 2023

1. In preparation for negotiations for the 2023-24 year, ETUSD would like to re-open the following Articles:

Article III: Salary

Article IV: Health and Welfare - clean up verbiage.

Article V: Hours – clean up verbiage.

Michelle Dizon MSN, RN, CSN

14136 Saddletree Court, Sylmar, CA 91342

PHONE (818) 581-5575 EMAIL: mdizon.nova@yahoo.com

ADDENDUM dated **September 8, 2023** to original proposal for services is dated **May 10, 2023** and is submitted by **MICHELLE DIZON** hereinafter referred to as "**FACILITATOR**" AND **EL TEJON UNIFIED SCHOOL DISTRICT** hereinafter referred to as "**DISTRICT**".

Upon acceptance and signature by both **DISTRICT AND FACILITATOR**, this proposal becomes an agreement for services wherein each mutually agree as follows:

1. **FACILITATOR** shall:
 - (a) **FACILITATOR** to do a complete records review and health history assessment in order to draft a comprehensive individualized health care plan (IHCP), and spend an additional full day on-site at Frazier Park Elementary School training 2-3 school staff members on g-tube first aid emergency protocol and procedures. Time spent on-site will include welcoming the parent and student on the first day of school, orientation of the health office, and an in-person review of the student's individualized health care plan. The **FACILITATOR** will be available for telephone consultations regarding student health care needs and concerns from school staff and parents for the remainder of the 2023-2024 school year, the student is newly enrolled at Frazier Park Elementary School and therefore not included in the original agreement between **DISTRICT AND FACILITATOR**.
2. For the services rendered under this Agreement, **DISTRICT** shall pay to the **FACILITATOR**, a rate of \$2,297.00 for the additional visit, review of records, drafting of the IHCP and on-going consultations regarding health management. Payment shall be 30 days upon receipt of invoice. **FACILITATOR** will submit an invoice for half of the amount stated to **DISTRICT** upon completing the site visit and half at the beginning of the second semester of school.

Accepted: MICHELLE DIZON-

FACILITATOR

BY: Michelle Dizon

TITLE: Credentialed School Nurse, RN

DATE: 9/11/2023

Accepted: EL TEJON UNIFIED SCHOOL
DISTRICT- **DISTRICT**

BY: Sarah H. Garcia

TITLE: Superintendent

DATE: 9-11-23

SPECIAL EVENT PERMIT Annual Permit 10/1/2023-10/1/2024

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

INSTRUCTIONS: 1) Please read through and understand the entire permit to make sure it includes the correct info. Hand write in any missing info.
2) Sign & Date on Page 1 and Initial on page 6 (where indicated by red "X"s).
3) Return permit by email, fax or regular mail.

APPLICANT/ORGANIZATION

El Tejon Unified School District (Frazier Mountain High School)

ADDRESS

700 Falcon Way

CITY/STATE/ZIP CODE

Lebec, CA 93243

CONTACT PERSON

Sara Halfich

ALTERNATE PHONE

(661) 248-0310

CELL PHONE

(661) 330-3106

PARK UNIT

Hungry Valley SVRA/Great Basin District

LOCATION

2015 Acquisition Area

SPECIFIC USE

Team Sports

DATE(S)

10/1/2023-10/1/2024

HOURS

N/A

1. PURPOSE OF THE EVENT:

An area for team sports from Frazier Mountain High School to practice, train and hold competitions.

2. PARK AREA/FACILITIES TO BE USED:

The 2015 Acquisition Area. Please see map for references.

3. MAXIMUM NUMBER OF PEOPLE EXPECTED TO ATTEND THE EVENT AT ONE TIME AND METHOD FOR LIMITING ATTENDANCE (THE STATE MAY LIMIT THE MAXIMUM ATTENDANCE WITHIN ITS DISCRETION):

N/A

4. PLEASE ANSWER THE FOLLOWING QUESTIONS:

YES NO

- ☐ ☒ Does the event involve the sale or use of alcoholic beverages?
☐ ☒ Will additional fees be charged for participants (beyond regular facility fees)?
☐ ☒ Will items or services be sold at the event?
☐ ☒ Are there any other special conditions or requirements? (e.g., accessibility - see page 2)

If you answered yes to any of the above questions or if liability insurance is required (see Special Event Permit Terms and Conditions), please complete and attach a DPR 246A, Special Event Permit Supplement. If none of the above conditions apply, please complete the signature block below.

I have read and accept the Special Event Terms and Conditions attached. I understand that the District Superintendent or authorized representative may terminate without prior notice any special event activity when it is necessary for the safety and enjoyment of the public, for the protection of the resources, or for violation of any rules or regulations of the Department of Parks and Recreation or conditions of this permit. I also understand that any Special Event Permit may be cancelled without notice in the event of disaster or unforeseen emergency.

SIGNATURE

► X

Sara Halfich

DATE

► X

9/26/23

FOR DEPARTMENT COMPLETION ONLY

Department of General Services
Use Only

TOTAL FEES

Waived

COMMENTS:

REVIEWED AND RECOMMENDED BY

► Dawn Michelle Killian

DATE

09/26/2023

TITLE

Park and Recreation Specialist

BUSINESS PHONE

(661) 753-6356

ADDRESS

46001 Orwin Way

CITY/STATE/ZIP CODE

Gorman, CA 93243

APPROVED BY

►

DATE

TITLE

District Superintendent

BUSINESS PHONE

(661) 248-7007

ADDRESS

46001 Orwin Way

CITY/STATE/ZIP CODE

Gorman, CA 93243

DIRECTOR APPROVAL (for alcoholic beverage sale of more than 4 days only)

► N/A

DATE

SPECIAL EVENT PERMIT SUPPLEMENT

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

INSTRUCTIONS: Complete the information requested below then submit this form with your DPR 246, Special Event Permit.

1. List of fees and charges to participants attending the event. (This is in addition to regular park facility fees)

N/A

2. Plan and method for collecting special fees.

N/A

3. Estimated gross receipts and net profits to the permittee.

N/A

4. Guaranteed minimum fees and/or percentage of the gross income to be paid to the State as rent.

Fees Waived.

5. Method of garbage collection and disposal.

Will be responsible for all garbage removal and disposal in proper containers. Will use existing dumpsters within the park.

X



Initial that I have read and understand the Statement above.

6. List of items to be sold during the event.

None.

7. Method of advertising and promoting the event. Attach sample copy of brochures, flyers, poster, etc. The State reserves the right to review and approve all promotional material to protect the interest of the Department. The event may NOT be advertised, promoted, or marketed until the applicant receives a signed copy of the form DPR246.

None

8. Detailed description of the program to be presented and the displays and concession booths to be installed. (Prepare attachment if additional space is required.)

The use of the Hungry Valley SVRA 2015 Acquisition Area for team sports practice, conditioning, training, cross country fund raisers, and competition. Notification of land use by the permit holder is required.

9. List of all the organizations involved whether sponsors, recipients or promotional firms. Commercial sponsors must specifically be listed.

Frazier Mountain High School.

FOR DEPARTMENT COMPLETION ONLY

SPECIAL CONDITIONS REQUIRED OF THE PERMITTEE BY THE DEPARTMENT OF PARKS AND RECREATION:

- * Permit may be cancelled by the State due to severe weather and/or fire conditions.
- * Failure to comply with all provisions of the special event permit will jeopardize the permittees ability to use Hungry Valley SVRA as a venue.
- * Permit Holder is responsible for removing all trash generated by the group in the Hungry Valley 2015 Acquisition Area.
- * All aspects of safety will be sole responsibility of the permit holder.
- * Vehicles allowed for emergency purposes only.
- * Grading will be done **only** by Hungry Valley SVRA. Notification by permit holder for grading will be required.
- * Trail modification or creation prohibited. No grading.
- * Please notify Hungry Valley Sector by phone or email when the site/area is to be USED. Contact either Steven Ptomey, Supervisor, Cultural Resource Program 661-369-1142 (Steven.Ptomey@parks.ca.gov) or John Cunningham Public Safety Superintendent II 661-484-3410 (John.Cunningham@parks.ca.gov) , Russ Dingman, District Superintendent, 661-724-2380 (Russ.Dingman@parks.ca.gov)
- *This permit must be renewed on a yearly basis.**

Have accessibility issues been addressed? ☒ YES ☐ NO

EXCEPTIONS TO SERVICES PROVIDED BY THE STATE AS LISTED IN SPECIAL EVENT PERMIT AND CONDITIONS:

THE ITEMS CHECKED BELOW MUST BE RECEIVED AT THE DISTRICT PRIOR TO THE EVENT UNLESS OTHERWISE STATED.

- ☒ \$ Waived (Permit)
- ☐ \$ Waived (Facility Fee)
- ☒ Proof of liability insurance coverage (Certificate of Insurance) in an amount not less than the following:
 - ☐ Combined single limit (CSL) \$500,000 per occurrence (must be received at least 60 days in advance of event)
 - ☒ Combined single limit (CSL) \$1,000,000 per occurrence (must be received at least 60 days in advance of event)
 - ☐ Public liability \$300,000 each person; \$500,000 each occurrence. Property damage, liability and products damage liability \$200,000.
- ☐ Copy of license to sell alcoholic beverages from the California Department of Alcohol and Beverage Control (must be received at least 10 days in advance of event)

☐ YES ☒ NO WALK THROUGH CONDUCTED WITH PERMITTEE.

COMMENTS:

CERTIFICATE OF LIABILITY COVERAGE

DATE 6/14/2023

COVERAGE PROVIDER: Self-Insured Schools of CA 2000 K Street Bakersfield CA 93301	NAMED COVERED MEMBER DISTRICT: El Tejon Unified School District PO Box 876 Lebec CA 93252
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THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES FOR THE EFFECTIVE COVERAGE DATES AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCs IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500 ET SEQ.

CERTIFICATE NUMBER: 9

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS (Each Occurrence)
GENERAL LIABILITY	General Liability* Employment Practices Educators' Legal Liability	SLP 7123 24 DEDUCTIBLE* \$ \$5,000	07-01-2023	07-01-2024	\$ 2,000,000
AUTOMOBILE LIABILITY	Automobile Liability** (All Owned, Hired, Leased, and Borrowed)**	SAP 7123 24 DEDUCTIBLE** \$ \$5,000 ACV COMP/COLL	07-01-2023	07-01-2024	\$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	E.L. Each Accident E.L. Disease – Ea. Employee E.L. Disease – Policy Limit	WC 7123 24	07-01-2023	07-01-2024	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
BLANKET BUILDINGS & PROPERTY	Blanket Buildings & Contents, Replacement Cost Rental Interruption, Actual Loss Sustained	SPP 7123 24 DEDUCTIBLE \$ 5,000	07-01-2023	07-01-2024	\$ 250,000

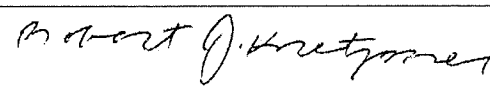
*Member districts with an ADA of less than 4,000 are subject to a liability deductible of \$25,000 for claims/suits resulting from sexual abuse and molestation. Members with an ADA of 4,000 or more are subject to a liability deductible of \$50,000 for claims/suits resulting from sexual abuse and molestation.

**Collision/Comp deductible for buses is in the amount of \$5,000. Collision/Comp deductible for other vehicles is in the amount of \$2,500.

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date(s) of Event/Operations/Locations/Vehicle (Additional remarks/schedule may be attached if more space is needed)

*Use of land and facilities during the policy year for which the State of California, its officers, employees, and servants are named as additional insured but only insofar as operations under this contract or permit are concerned.

CERTIFICATE HOLDER: State of California Dept of Parks & Recreation 46001 Orwin Way Gorman CA 93243	Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions. Issuer of this Certificate: SELF-INSURED SCHOOLS OF CA 2000 K STREET BAKERSFIELD CA 93301 PHONE (661) 636-4495 FAX (661) 636-4868 E-mail Address: sisc_pl@siscschools.org 
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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following;

Self-Insured Schools of California
School Liability Program
Policy Number: SLP 7120 21

Schedule

Name of Additional Covered Person(s) or Organization(s):
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AS PER WRITTEN CONTRACT

Information required to completed this Schedule, if not shown above, will be shown in the Declarations.

As requested by the Named **Covered Party**, the following changes are made to the Liability Memorandum of Coverage:

1. Section V – **Covered Parties** is amended to include as an additional **covered party** the person(s) or organization(s) shown in the Schedule, but only with respect to a claim or suit for **bodily injury**, or **property damage** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations; or
 - B. In connection with your premises owned by or rented to you.

However:

- A. The coverage afforded to such an additional covered party only applies to the extent permitted by law; and
 - B. If coverage provided to the additional **covered party** is required by a contract or agreement, the coverage afforded to such additional **covered party** will not be broader than that which you are required by the contract or agreement to provide for such **covered party**.
2. With respect to the coverage afforded to these additional **covered parties**, the following is added to Section III – The Authority's **Limit of Liability**

The most we will pay on behalf of the additional **covered party** is the amount of coverage:

- A. Required by the contract or agreement; or
 - B. \$2,000,000 per **occurrence**; whichever is less.

This endorsement shall not increase the applicable **Limits of Liability** shown in the Declarations.

This endorsement does not provide or broaden any coverage not afforded in the underlying Memorandum of Coverage.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

Self-Insured Schools of California
School Liability Program
SLP 7119 20

Schedule

Name of Additional Covered Person(s) or Organization(s):

AS PER WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

As requested by the Named Covered Party, the following changes are made to the Liability Memorandum of Coverage:

1. Section V – Covered Parties is amended to include as an additional covered party the person(s) or organization(s) shown in the Schedule, but only with respect to a claim or suit for bodily injury, or property damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations; or
 - B. In connection with your premises owned by or rented to you.

However:

 - A. The coverage afforded to such an additional covered party only applies to the extent permitted by law; and
 - B. If coverage provided to the additional covered party is required by a contract or agreement, the coverage afforded to such additional covered party will not be broader than that which you are required by the contract or agreement to provide for such covered party.
2. With respect to the coverage afforded to these additional covered parties, the following is added to Section III – The Authority's Limit of Liability

The most we will pay on behalf of the additional covered party is the amount of coverage:

- A. Required by the contract or agreement; or
- B. \$1,750,000 per occurrence; whichever is less.

This endorsement shall not increase the applicable Limits of Liability shown in the Declarations.

This endorsement does not provide or broaden any coverage not afforded in the underlying Memorandum of Coverage.

TERMS AND CONDITIONS

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the Seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice.

The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lens and fuses.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY. FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability or otherwise.

2. **Limitation of Liability.** The Seller shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement goods, or expense or inconvenience caused by service interruptions. **The remedies of the customer set forth herein are exclusive,** and the liability of Seller with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture sale, delivery, resale installation or use of any goods covered by or furnished under this Agreement whether arising out of contract, negligence, strict tort liability or under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based.

3. **Entire Agreement.** This writing, in combination with Seller's Installment Sales Contract, rental or lease agreement, MMPP contract, Regional or National Contract or Seller's other contract forms, as and if the case may be, constitutes the final written expression of all the terms of this Agreement and they are a complete and exclusive statement of those terms. No agent, employee or representative of Seller has any authority to bind the Seller to any affirmation, representation, promise, or warranty concerning the goods described on the reverse side of this Agreement. **Any and all representations, promises, warranties, or statements by seller's agent, employee or representative that differ in any way from the terms of this written agreement shall be given no force or effect.**

4. **Security Interest.** Customer agrees that to secure payment of the purchase price of the goods described on the reverse side hereof, the Seller has retained title to the goods and has and shall continue to have, until the purchase price is paid in full, a purchase

money security interest in such goods and in all substitutions thereof or therefore or any part thereof, and in all equipment, accessories, parts and supplies at any time installed or added or affixed to such goods.

5. **This order** shall become binding when it has been accepted by an authorized manager of the seller.

6. **Taxes.** Any tax imposed by federal, state, or other governmental authority on the sale of the goods described herein shall be paid by Customer in addition to the purchase price.

7. **All Modifications to be in Writing.** This Agreement may be modified or rescinded only by a writing signed by the duly authorized agents of Seller and Customer

8. **Waiver.** No claim nor right arising out of a breach of this Agreement, can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

9. **Default.** If Customer fails to make payments as agreed, or if Customer becomes insolvent, ceases to do business as a going concern, makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy, or for an arrangement of reorganization is filed by or against Customer, or if any property of Customer is attached, or Customer breaches any of the terms or conditions of this Agreement, the entire unpaid balance shall at once become due and payable with interest at the highest lawful rate from date of this Agreement at the election of Seller. Seller may, without notice or demand, by process of law or otherwise, take possession of the goods free from all claims of the Customer and retain all payments made by the Customer for the reasonable rental of the goods. The Customer waives all claims and rights of action for trespass or damages by reason of such entry, taking of possession a removal. The remedies provided in the paragraph are in addition to those provided aggrieved Sellers under the Uniform Commercial Code.

10. **Attorney Fees.** In the event that Seller finds it necessary to enforce any right under this Agreement, Seller shall be entitled to reasonable attorney fees and court costs.

11. **Assignment.** Any assignment of this Agreement without the prior written consent of seller shall be void.

12. **Severability.** If any provision or clause of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable such invalidity or unconscionability shall not affect other provisions or applications on the Agreement which can be given effect without the invalid or unconscionable provision or application, and to this end, the provisions of this Agreement are declared to be severable.

13. **Effect of Headings.** The subject headings of the paragraphs of this Agreement are included for purpose of convenience only, and shall not affect construction or interpretation of any of its provisions.

C.A. Reding Company, Inc.

LANIER

APPLICATION NO.
3033465

AGREEMENT NO.

provided
by: **usbank**
EQUIPMENT FINANCE

Dealer Value Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME EL- TEJON UNIFIED SCHOOL DISTRICT			STREET ADDRESS 4337 LEBEC ROAD	
CITY LEBEC	STATE CA	ZIP 93243	PHONE 661.248.6247	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

SUPPLIER INFORMATION

FULL LEGAL NAME C.A. Reding Company			STREET ADDRESS 4239 North Brawley #101	
CITY Fresno	STATE CA	ZIP 93722	PHONE (559) 275-4977	FAX

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
3 - IM7000/finishers/hole punch			<input type="checkbox"/>
1-IM 4000/paperbank/finisher/hole punch			<input type="checkbox"/>
5 - IM430F			<input type="checkbox"/>
MP6503	G658L900028		<input checked="" type="checkbox"/>
MP6503	G658L900030		<input checked="" type="checkbox"/>

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A ☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 1821.94 If you are exempt from sales tax, attach your certificate. *plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes	100,000	B&W pages per month	Overages billed annually at \$ 1,200,000	per B&W page*
Payment includes	NA	Color pages per month	Overages billed monthly at \$ NA	per Color page*

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

- ☒ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. VR Customer's Initials
☐ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

ELTEJON UNIFIED SCHOOL DISTRICT

CUSTOMER (as referenced above)

SIGNATURE

SARA HAEFLICH

PRINT NAME

TITLE

SUPERINTENDENT 10/5/23

DATED

95-6004491

FEDERAL TAX ID #

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

ELTEJON UNIFIED SCHOOL DISTRICT

CUSTOMER (as referenced above)

SIGNATURE

TITLE

SUPERINTENDENT 10/15/23

ACCEPTANCE DATE

27572 (2017)

Page 1 of 2

Rev. 12/01/2017

1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

Service Agreement

Ship To:		Bill To:	
Company Name	El Tejon Union School District	Company Name	El Tejon Union School District
Address	4337 LEBEC RD	Address	4337 LEBEC RD
City	Lebec	City	Lebec
State	CA	State	CA
Zip	93243	Zip	93243
Contact	Vanessa Romero	Contact	Vanessa Romero
Phone #	661.248.6247	Phone #	661.248.6247

Coverage:	Included	Excluded
Labor	X	
Parts	X	
Drum/OPC/PCU	X	
Maintenance Kits	X	
Monochrome Developer	X	
Color Developer		X

Coverage:	Included	Excluded
Monochrome Toner	X	
Color Toner	X	
Staples		X
Network Installation	X	
Paper		X
Lamps	X	

Billing Instructions

Quantity	Model	Serial Number	BW/CLR	Base				Overage		
				Base Amount	Base Cycle	Included in Lease Payment?	Base Allowance	Overage Cycle	Overage Rate	Overage Allowance
3	IM7000		BW		MO.	YES	100,000	ANNUALLY	\$0.0052	1.2M
1	IM4000		BW							
5	IM430F		BW							
1	MP6503	G658L900028	BW							
1	MP6503	G658L900030	BW							
		RELOCATED UNITS								
		POOLED IMAGES								

Customer Signature	<i>Vanessa Romero</i>	C.A. R. Service Signature	
Print Name	VANESSA ROMERO	Date	
Title	CHIEF BUSINESS OFFICIAL	Starting Date	
Date	10-5-2023	Start Meter	

Terms and Conditions

C. A. Reding Company, Inc. (hereinafter referred to as Seller) with offices at 4352 N. Brawley Ave., Suite 101, Fresno, CA., 93722, by its acceptance hereof, agrees to furnish to the below named Customer, who agrees to accept, maintenance service as described below on the equipment listed on the reverse side of this Agreement.

- 1) Term of Agreement.** This agreement shall cover a one-year period beginning on the effective date listed below and will be automatically renewed for successive one-year periods at the then current maintenance charge for the equipment covered until terminated by either party as provided herein.
- 2) Maintenance Charges.** Customer agrees to pay the charges as indicated on the reverse side of this Agreement for the services provided hereunder. Maintenance charges may be changed on an anniversary date of this Agreement without prior notice to Customer. There shall be added to the charges for this Agreement any tax now or hereafter imposed on, or in connection with, the sale or delivery or furnishing of such services or materials described herein.
- 3) Maintenance Service.** During the term of this Agreement, the Customer may reasonably request during Seller's normal business hours an unlimited number of service calls on equipment listed herein. Seller shall have reasonable time within which to respond to each service call. Maintenance and/or repair necessitated by unauthorized modification and/or repair of the equipment, accident, neglect, misuse, failure to follow the manufacturer's published operating specifications or, in Seller's sole opinion, maintenance and/or repair necessitated by other than ordinary use is not covered by this Agreement. Customer agrees to pay for the foregoing excluded maintenance and/or repair at Seller's then current per call rates. Adjusting, cleaning and lubricating that are not part of an operator's duties will be performed as required as part of the normal service call.
- 4) Replacement Parts.** Maintenance Service provided under this Agreement shall include coverage listed on reverse side of this contract. All parts needing replacement will be replaced with the exception of those parts needing replacement as the result of any cause other than ordinary use as intended by the manufacturer.

5) Service Warranty and Limitation of Remedy. Seller warrants to the Customer that the service provided hereunder will be performed in accordance with industry practices and material and parts furnished under this Agreement will be free of defects in material and workmanship upon delivery. If any failure to meet the foregoing warranty appears and written notice thereof is provided Seller within the term of this Agreement, Seller will correctly perform the services identified or replace the defective material or part provided. The foregoing service warranty constitutes Customer's sole and exclusive remedy. Seller shall not be liable for any incidental or consequential damages or economic loss including but not limited to loss of profits, revenue, or loss of equipment use.

6) Equipment Transfer. Any transfer of equipment covered by this Agreement to a Customer other than listed below or a location outside of Seller's normal servicing area automatically excludes such equipment from the terms of this Agreement. Transfer of equipment to a different zone within Seller's normal servicing area will result in an adjustment of charges to the applicable rate for the new zone.

7) Assignment. This agreement shall be binding on, and inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns. Seller reserves the right to delegate its duties hereunder to one or more independent contractors.

8) Termination. This Agreement may be terminated effective at the end of the first year or thereafter by either party without incurring any liability to the other party, provided thirty (30) days advance written notice of termination is given to the other party. Notwithstanding the above, either party may terminate without notice upon occurrence of a material breach of the terms of this Agreement.

9) Modification and Waiver. This Agreement constitutes the entire Agreement between the parties with respect to service of the equipment and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No variations or modification of this Agreement whether by Customer's purchase order or otherwise and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized owners, principals, or officers of Seller and Customer.

10) Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretations of its provisions.

11) Exclusions.

a) Seller will not be responsible for servicing any peripherals or accessories added on to the equipment listed on this Agreement, unless a mutual written Agreement for servicing specific, approved peripherals or accessories is agreed upon between Seller and Customer. Furthermore, Customer will be required to pay Seller to install and check out unapproved peripheral equipment or accessories that are to be added to the system covered under this Agreement. Any system with a Seller approved peripheral device or component will be handled as though that component were purchased from Seller. This Maintenance Agreement will apply except during the warranty period of the system. Any service resulting from failure of that component during its warranty period will be chargeable at standard service rates. Customer will be billed for both parts and labor on the component. After the warranty period, this Guaranteed Maintenance Agreement will apply. Any service call resulting from failure of a non-Seller approved component is chargeable to Customer at standard service rates. In addition, Seller will not provide, nor attempt to provide any parts necessary to fix the component. The remainder of the Seller's system will be governed by normal service policies and carry the normal Seller warranty.

b) This Agreement does not cover network support beyond the specific equipment and included hardware listed on the front of this Agreement. All network support beyond the initial installation will be chargeable at seller's standard time and materials rates, unless, covered by a separate network support agreement.

c) Service calls for operator functions (adding or changing supplies, auto graduation/ color calibration, removing misfeeds or any other Customer responsibility), will be subject to a time and material service charge, at Seller's then current rate.

d) Service calls requested by customer outside of normal business hours.

e) Subsequent repairs made when personnel other than those of seller or its assigned servicing entity perform service.

f) Transportation and relocation- Customer will be responsible for all costs associated with any equipment relocation requested by the customer. These costs will include applicable installation and removal charges, special rigging and technical representative labor charges also any repairs resulting from unauthorized relocation of equipment by anyone other than Seller or its assigned servicing entity.

g) Excessive toner usage- seller reserves the right to charge for toner requested during the term of this agreement in excess of the manufactures specified yield for the number of clicks ran by the customer.

h) Supply shipping charges. All supplies are shipped via UPS ground when ordered by the customer at the shipping and handling rate then in effect, which the customer will be responsible for unless there agreement includes shipping as indicated on the reverse side of this agreement.

12) Meter Readings. Where required to insure accurate invoicing, meter readings shall be provided by the customer at the Seller's request or customer shall agree to have remote meter gathering software installed by Seller. Failure to submit meter readings in a timely manner will allow Seller at its discretion, to estimate the meter and bill the Customer accordingly, or to dispatch a technician, to the Customer's location to retrieve an accurate meter reading. Each time it is necessary for a technician to be dispatched to the Customer's location to retrieve a meter reading, service rate would then be applied at current rates.

CSBA UPDATE CHECKLIST – June 2023

District Name: El Tejon Unified School District

Contact Name: Sara Haflich Phone: 248-6247 Email: shaflich@el-tejon.k12.ca.us

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 0420.41	Charter School Oversight		
E(1) 0420.41	Charter School Oversight		
BP 1113	District and School Websites	OPTION 1: <input checked="" type="checkbox"/> OPTION 2: <input type="checkbox"/>	01/18/2018
E(1) 1113	District and School Websites		
BP 4112.2	Certification		
AR 4112.2	Certification		
E(1) 4112.9	Employee Notifications		
E(1) 4212.9	Employee Notifications		
E(1) 4312.9	Employee Notifications		
BP 4140	Bargaining Units		
BP 4240	Bargaining Units		
BP 4340	Bargaining Units		
AR 4161.1	Personal Illness/Injury Leave <i>is worded differently</i> →	OPTION 1: <input checked="" type="checkbox"/> OPTION 2: <input type="checkbox"/>	5/10/2018
AR 4261.1	Personal Illness/Injury Leave <i>is worded differently</i> →	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> AND OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input checked="" type="checkbox"/>	5/10/2018 5/10/2018

CSBA UPDATE CHECKLIST – June 2023

District Name: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 4361.1	Personal Illness/Injury Leave	OPTION 1: <input checked="" type="checkbox"/> OPTION 2: <input type="checkbox"/>	5/10/2018
AR 4161.2	Personal Leaves		
AR 4261.2	Personal Leaves		
AR 4361.2	Personal Leaves		
AR 4161.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input checked="" type="checkbox"/> OPTION 4: <input type="checkbox"/> AND OPTION 1: <input checked="" type="checkbox"/> OPTION 2: <input type="checkbox"/>	5/10/2018 5/10/2018
AR 4261.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input checked="" type="checkbox"/> OPTION 4: <input type="checkbox"/> AND OPTION 1: <input checked="" type="checkbox"/> OPTION 2: <input type="checkbox"/>	5/10/2018 5/10/2018

CSBA UPDATE CHECKLIST – June 2023

District Name: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 4361.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input checked="" type="checkbox"/> <i>✓</i> OPTION 4: <input type="checkbox"/> AND OPTION 1: <input checked="" type="checkbox"/> <i>✓</i> OPTION 2: <input type="checkbox"/>	5/10/2018
BP 5117	Interdistrict Attendance	OPTION 1: <input checked="" type="checkbox"/> <i>✓</i> OPTION 2: <input type="checkbox"/>	5/10/2018
BP 5141.5	Mental Health		
BP 5141.6	School Health Services		
AR 5141.6	School Health Services		
BP 5145.6	Parent/Guardian Notifications		
E(1) 5145.6	Parent/Guardian Notifications		
BP 5148	Child Care and Development		
AR 5148	Child Care and Development	Fill in Blanks <i>Lauren Webb</i> <i>4337 Lebec Rd</i> <i>Lauren Webb</i> <i>661-248-6680</i>	
BP 6146.4	Differential Graduation and Competency Standards for Students with Disabilities		
BP 6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education		

CSBA UPDATE CHECKLIST – June 2023

District Name: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 6173.4	Education for American Indian Students	NEW POLICY	
AR 6173.4	Title VI Indian Education Program	Delete AR <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
BP 6174	Education for English Learners		
AR 6174	Education for English Learners		
BB 9322	Agenda/Meeting Materials		

CSBA POLICY GUIDE SHEET
June 2023

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

Board Policy 0420.41 - Charter School Oversight

Policy updated to reflect that the Governing Board may deny a request for an expansion that constitutes a material revision to a charter if the request to expand operations is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate or the district is not in a position to absorb the fiscal impact of the proposed charter school, and to include a general reference to exemptions from the geographic boundary requirement that charter schools be located within the geographic boundaries of the authorizing district. Policy also updated to include that the district may charge the charter school for the actual costs of supervisory oversight up to one percent of the charter school's revenue if the district provides the charter school with facilities and charges the charter school a pro-rata share of the facilities costs. Additionally, policy updated to reference additional components that must be included in the procedures specified in the charter for when a charter school ceases operation.

Exhibit(1) 0420.41 - Charter School Oversight

Exhibit updated to include that admission preferences may not result in limited enrollment access for specified students and that mandatory parental volunteer hours may not be the basis of a preference or criterion for admission or continued enrollment, reflect **NEW LAW (AB 181, 2022)** which requires identified schools to complete and adopt an Individuals with Disabilities Act Addendum as part of the local control and accountability adoption and annual update, delete the requirement, based on changed guidance from the California Department of Education, to offer transitional kindergarten if the charter school offers a kindergarten program, add material regarding exemption for eligible students with disabilities from coursework and other requirements adopted by the charter school board that are in addition to the statewide course requirements, reflect **NEW LAW (AB 748, 2022)** which requires each school serving students in any of grade 6-12 to create and prominently display, as specified, a student mental health poster, and clarify that the charter school's policy on bullying and harassment be posted on the charter school's website.

Board Policy 1113 - District and School Websites

Policy updated to incorporate concepts from **NEW LAW (AB 2273, 2022)** which, although not necessarily applicable to districts, requires a business that provides an online service, product, or feature likely to be accessed by children to comply with specified requirements and provides good guidance for districts seeking to create a safe online space for students.

Exhibit(1) 1113 - District and School Websites

Exhibit updated to reflect that the California Department of Fair Employment and Housing is now named the Civil Rights Department, amend the title of one of the employment related posters for consistency with other sample policy materials, reflect **NEW LAW (SB 1479, 2022)** which requires the district to post on its website its COVID-19 testing plan, **NEW LAW (AB 185, 2022)** which requires the district to post on its website interim expenditure reports on the use of Learning Recovery Emergency Funds and **NEW LAW (AB 748, 2022)** which requires each school site serving students in any of grades 6-12 to have a digitized mental health poster that is distributed online to students through social media, web sites, portals, and learning platforms at the beginning of each school year.

Board Policy 4112.2 - Certification

Policy updated to reference that the Commission on Teacher Credentialing (CTC) has adopted regulations to implement statutory changes to the subject matter competence requirements, add, to the first philosophical paragraph, demonstration of competency in the subject matter to be taught to the attributes of certificated staff, provide that the Governing Board is required to adopt an annual resolution that it has made reasonable efforts to recruit a fully prepared teacher before hiring, in accordance with a specified hiring hierarchy, a candidate who is not fully credentialed, clarify that the Board's obligation to take action to approve a notice

of intent to employ a provisional internship permit does not require that the item be an action item, and add that the Declaration of Need specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits.

Administrative Regulation 4112.2 - Certification

Regulation updated to clarify that the district may charge a fee to persons being tested to cover the cost of developing, administering, and grading the district proficiency test, include administrative leave related to dismissal and suspension proceedings and military leave as types of leaves for which the Superintendent or designee may request the Commission on Teacher Credentialing (CTC) to issue a Teaching Permit for Statutory Leave, and add a new section "Early Childhood Education Emergency Specialist Permit/Emergency Transitional Kindergarten Permit" (ETK) which reflects **NEW LAW (AB 210, 2022)** authorizing the district to request a one-year early childhood education emergency specialist permit which allows the teaching of all subjects in a self-contained transitional kindergarten general education classroom. Regulation also updated to reference **NEW LAW (SB 1397, 2022)** which requires CTC, until July 1, 2024, to waive the basic skills proficiency requirement for the issuance of an emergency 30-day substitute permit and **NEW LAW (AB 1876, 2022)** which requires CTC to accept an alternative verification of substitute teaching as part of the requirements for initial issuance of an emergency career substitute teaching permit.

Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications

Exhibit updated to add employee notifications related to (1) homeless liaison services and training, (2) transfer of coursework and credits for highly mobile students, (3) training of volunteers in regard to the administration of emergency anti-seizure medication, and (4) nondiscrimination in the offering of career and technical education courses. Exhibit also updated to clarify that the notice regarding (1) potential exposure to COVID-19 remain posted for not less than 15 calendar days, (2) disability insurance rights and benefits be given upon employment and when the employee goes on leave for pregnancy or non-occupational sickness or injury, and (3) employees assigned to a work area in a laboratory setting be given, within 15 days after receiving a monitoring result related to an employee exposure determination, specified notices. Exhibit additionally updated for conforming changes.

Board Policy 4140/4240/4340 - Bargaining Units

Policy updated to align the definition of "management employee" with code language and to reference **NEW LAW (SB 931, 2022)** which provides that any district found by the Public Employment Relations Board to be in violation of the prohibition against deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization, may be subject to civil penalties of \$1,000 for each affected employee, up to a maximum of \$100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization. Policy also updated to specify that the Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization, add applicable number of days for compulsory interest arbitration related to access to new employee orientation, expand the material regarding district requirements for new employee orientations that are applicable until June 30, 2025, reference **NEW LAW (SB 1131, 2022)** which extends the Safe at Home address confidentiality program to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district, and clarify language regarding information that should not be disclosed when an employee submits a written request to keep specified information private.

Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave

Regulation updated to delete outdated material and to reflect **NEW LAW (AB 1041, 2022)** which includes a "designated person" in the definition of family member for whom an employee may take leave to care for.

Administrative Regulation 4261.1 - Personal Illness/Injury Leave

Regulation updated to align language regarding miscarriage with analogous language in administrative regulation for certificated staff, delete outdated material, and reflect **NEW LAW (AB 1041, 2022)** which includes a "designated person" in the definition of family member for whom an employee may take leave to care for.

Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves

Regulation updated to reflect **NEW LAW (AB 1949, 2022)** which requires a district to provide up to five days of bereavement leave to a qualified employee for the death of a family member, and provide clarifying language regarding the definitions of "family member" and "immediate family" and implications for bereavement leave. Regulation also updated to reference **NEW LAW (AB 1041, 2022)** which expands the definition of a family member for whom an eligible employee may take leave to care for to include a "designated person."

Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave

Regulation updated to reflect **NEW LAW (AB 1041, 2022)** which expands the definition of a family member for whom an eligible employee may take leave to care for to include a "designated person," provide that an employee may identify the designated person at the time of the employee's request for leave, and include that the district may limit an employee's use of CFRA leave to care for one designated person per 12-month period.

Board Policy 5117 - Interdistrict Attendance

Policy updated to reference **NEW LAW (AB 185, 2022)** which extends the school district of choice program to July 1, 2028, and to reflect **NEW LAW (SB 941 2022)** which authorizes a district to enter into an Instruction Collaboration Agreement with another local educational agency(ies) (LEA) to offer the same or similar courses and coursework to students from another LEA who have been impacted by teacher shortages, disruptions, or cancellations in science, technology, engineering, and mathematics classes, or dual language immersion programs.

Board Policy 5141.5 - Mental Health

Policy updated to expand the first philosophical paragraph and reflect the U.S. Surgeon General's **NEW GUIDANCE** regarding the importance of social connection and the impact of social media on health and well-being. Policy also updated to reflect **NEW LAW (SB 14, 2021)** which requires the California Department of Education (CDE) to recommend best practices and identify training programs to address student behavioral and mental health, including common psychiatric conditions and substance use disorders, safely deescalating crisis situations involving students with a behavioral health disorder, linking students with referrals, and providing instruction on how to maintain student privacy and confidentiality. Policy also updated to reflect that districts are required to notify students and parents/guardians twice a year about how to access mental health services, **NEW LAW (AB 748, 2022)** which requires each school site serving students in any of grades 6-12 to create a mental health poster, and **NEW LAW (AB 167, 2021)** which requires CDE to develop guidelines for the use of telehealth technology in schools.

Board Policy 5141.6 - School Health Services

Policy updated to expand the first philosophical paragraph to include the unique position of districts to increase health equity and the utilization of telehealth as a method to deliver health care services in schools. Policy also updated to provide for preventative programming and intervention strategies as types of health services to be provided by districts.

Administrative Regulation 5141.6 - School Health Services

Regulation updated to include behavioral health services in the list of school health services that the district may provide, and that the district may deliver health care services to students by way of telehealth technology. Regulation also updated to reflect Department of Healthcare Services Policy and Procedure Letters No. 21-017R and No. 23-004 which require districts to develop a plan to ensure that individuals with disabilities are able to effectively communicate and participate in the Medi-Cal program. Additionally, regulation updated to provide that a district may seek reimbursement from a student's health care service plan when the district provides services or arranges for the provision of services to a student for treatment of a mental health or substance use disorder.

Policy 5145.6 - Parent/Guardian Notifications

Policy updated to reflect Health Care Services Policy and Procedures letter No. 21-017R and No. 23-004 which require districts to develop a plan to meet alternative formatting requirements for individuals with disabilities to enable individuals with speech, vision, and hearing disabilities to effectively communicate and participate in the Medi-Cal program.

Exhibit(1) 5145.6 - Parent/Guardian Notifications

Exhibit updated to add parent/guardian notifications related to (1) the manner in which district-established graduation requirements and career and technical education courses satisfy college entrance A-G course criteria, (2) California's child access prevention laws and laws related to the safe storage of firearms, (3) transfer of coursework and credits for highly mobile student populations, (4) how to access mental health services at school and/or in the community, (5) the online distribution of a digitized mental health poster, (6) type 1 diabetes information, (7) the opportunity to submit written comments on the local control and accountability plan, (8) student's participation in state assessments and option to request an exemption from testing, (9) information related to the district's food service programs, (10) upcoming eye examinations at school site and option to opt-out of eye examinations, (11) potential eligibility for services or accommodations pursuant to Section 504 or an individualized education program, (12) limitations on disenrollment of a child in a preschool or child care program, including expulsion and suspension, including how to file an appeal in the event of expulsion or suspension, (13) program plan for maintaining a child's safe participation in a preschool or child care program when a child exhibits persistent and serious challenging behaviors, (14) receipt of a "Notice of Action, Recipient of Services," prior to suspending or expelling a child in a preschool program, (15) the provision of a suspension and expulsion notice, manifestation determination notice, involuntary transfer notice, and related information to a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, (16) findings from an evaluation of participating in an independent study course when satisfactory education progress is not being met, (17) exemption from district-established graduation requirements for students with disabilities, (18) requirement to stock and make available an adequate supply of menstrual products free of cost, (19) posting of child care license, and (20) requirement to post rates, discounts and scholarship options at child care facilities. exhibit also updated for conforming changes.

Board Policy 5148 - Child Care and Development

Policy updated to reflect **NEW LAW (AB 210, 2022)** which (1) provides grant funding until June 30, 2027 for the purpose of increasing access to inclusive early care and education programs, (2) extends the date by which the California Department of Education and the California Department of Social Services (CDSS) are required to adopt implementing regulations related to early childhood development, and (3) specifies as one of the indicators for the implementation of quality child care and development programs that staff have the appropriate and required training, or any combination of qualifications, experience, or training. Policy also updated to delete material specific to COVID-19 and reflect a district's obligation to provide distance learning when a child care program is physically closed by a local or state public health order, reference that the Commission on Teacher Credentialing has adopted regulations pertaining to the prekindergarten-grade 3 early childhood education specialist credential that include requirements, and accelerated pathways to meet the requirements, in an effort to increase the number of early childhood education teachers, and reference **NEW LAW (AB 2827, 2022)** which requires CDSS to revise its regulations to permit children with disabilities to use outdoor play spaces simultaneously with children who do not have disabilities without having to first seek a regulatory waiver and to specify any health and safety requirements that are required to be met when simultaneous play occurs.

Administrative Regulation 5148 - Child Care and Development

Regulation updated to reference **NEW LAW (AB 2131, 2022)** which authorizes the California Department of Social Services (CDSS) to implement and administer the creation of a single child care center license through all-county or similar written instruction until regulations are adopted and to reflect **NEW LAW (AB 210, 2022)** which (1) specifies as one of the indicators for the implementation of quality child care and development program activities that meet the needs of dual language learners, and (2) provides that when eligibility for child care and development services are based on an adjusted monthly family income at or below 85 percent of the state median income, adjusted for family size, that calculation does not include foster care payments made on behalf of a child or guaranteed income payments. Regulation also updated to delete

outdated material regarding the requirement to test for lead contamination in drinking water for buildings constructed before January 1, 2010, reference **NEW LAW (AB 185, 2022)** which requires CDSS to adopt regulations regarding the exclusion from family income of foster care payments made on behalf of a child or income guaranteed income payments, as described above, and reflect **NEW LAW (SB 1047, 2022)** which (1) extends eligibility for child care and development programs to families in which a member of the family has been certified as eligible to receive benefits from specified means tested government programs and that priority for enrollment must be based on the income declared on the application of the government program, and (2) provides that upon establishing initial eligibility or ongoing ability for child care and development services, a family is considered to meet eligibility and need requirements for services for not less than 24 months before having eligibility or need recertified, unless an exceptions exists. In addition, regulation updated to reflect **NEW LAW (AB 321, 2022)** which provides that in the second priority category for enrollment, when there are two or more families with the same income ranking, children who reside in homes in which the primary language is not English are required to be admitted first, add material regarding a family establishing eligibility for child care and development services on the basis of receiving services under a CalWORKs Stage 1,2, or 3 program since this differs from the 24 month eligibility period as described above, delete material applicable only to the 2021-22 school year, add that licensed child care centers are required to post their rates, and discounts or scholarship policies, if any, in a prominent location adjacent to the license at the child care facility, add a new section entitled "Expulsion/Unenrollment and Suspension Based on Behavior" which reflects **NEW LAW (AB 2806, 2022)** establishing requirements for expulsion, unenrollment, or suspension of a child from a child care and development program and reflects a joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services in regard to ensuring that children with disabilities are not suspended or expelled because of disability-related behaviors. Additionally, regulation updated to more closely align with law the order of disenrollment when necessary due to a reduction in state reimbursements, delete material related to the personal belief exemption as this exemption no longer exists, clarify that medical exemptions are required to specify how long the exemption is expected to be needed and that it may not extend beyond the current grade span, reflect **NEW LAW (AB 1797, 2022)** which requires child care centers to disclose specified immunization information to local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, clarify that verification of an excused absence be signed by the district's authorized representative if verification is made by telephone, include procedures districts are required to follow when a child has been absent and the family has not been in communication with the district's child care and development services program coordinator or site supervisor for seven consecutive calendar days, specify that any appeal from a hearing requested by a parent/guardian regarding a Notice of Action be appealed to the Child Development Division, and add a new section entitled "Coordinating Transitions" which includes material regarding the district's obligations when a child in the district's child care and development program transfers to a local public school and reflects **NEW LAW (SB 188, 2022)** which requires districts to designate a main point of contact for coordinating and completing the transition of a child and family from Part C of the Individuals with Disabilities Education Act (IDEA), infant/toddler programs, to Part B of IDEA, preschool.

Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities

Policy updated to reflect **NEW LAW (AB 181, 2022)** which (1) requires districts to exempt an eligible student with a disability from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements and award such student a high school diploma, and (2) provides that any such exempted student is eligible to participate in any graduation ceremony and school activity in which a student of similar age without a disability would be eligible to participate.

Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Policy updated to reflect a December 2022 Davis Joint Unified School District Resolution Agreement with the U.S. Department of Education, Office for Civil Rights, regarding the use of seclusion and restraint as it relates to a free appropriate public education for students with disabilities placed in nonpublic schools.

NEW - Board Policy 6173.4 - Education for American Indian Students

New policy addresses legal implications and best practices for the education of American Indian students, including a philosophical statement which recognizes the unique cultural, language, and educational needs of Indian students and the ways those needs may be addressed, the importance of culturally relevant

curriculum for all students related to local American Indian tribes, and the practice of implementing strategies necessary for the improvement of the academic achievement of American Indian students. Policy also provides for the involvement of a California Indian Education Task Force as encouraged by **NEW LAW (AB 1703, 2022)**, the identification of and related supports for American Indian students most at-risk of not meeting state academic standards, the additional protections for American Indian students prior to a suspension, expulsion, assignment to a supervised suspension classroom, or involuntary transfer to a continuation school in accordance with **NEW LAW (AB 740, 2022)**, the provision of programs to facilitate the successful transition of American Indian students to post-secondary education and employment, professional development to assist those working with students regarding the unique needs of American Indian students, and annual reporting to the Governing Board regarding the outcomes of American Indian students. Additionally, policy includes a section entitled, "Title VI Indian Education Program," with material moved from deleted Administrative Regulation 6173.4 - Title VI Indian Education Program, and reflects major requirements for districts that receive Title VI Indian education funding.

DELETE - Administrative Regulation 6173.4 - Title VI Indian Education Program

Regulation deleted as unnecessary with material moved to new Board Policy 6173.4 - Education for American Indian Students.

Board Policy 6174 - Education for English Learners

Policy updated to remove outdated material and reflect **NEW LAW (SB 941, 2022)** which permits a district to enter into an instruction collaboration agreement with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations to science, technology, engineering, and mathematics classes, or dual language immersion programs.

Administrative Regulation 6174 - Education for English Learners

Regulation updated to remove outdated material and reflect updated information from the California Department of Education's (CDE) English Learner Federal Program Monitoring 2022-23 Instrument, CDE's Reclassification Criteria website, and letters from CDE which provide updated reclassification guidance regarding the criteria used to determine whether an English learner should be reclassified, including a review of the student's curriculum mastery and academic performance, the provision of an interpreter for parents/guardians, when necessary, as part of the parent/guardian involvement, comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. Regulation also updated to include that the four years of post-reclassification monitoring should be utilized to ensure that students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. Additionally, regulation updated to clarify that the LCAP advisory committee provides input regarding exiting language acquisition programs and the possible establishment of other programs.

Board Bylaw 9322 - Agenda/Meeting Materials

Bylaw updated to move material regarding public comments to be with content related language, amend language to be more closely aligned with code language, add material regarding the means for in-person and remote public comments, and reflect **NEW LAW (AB 2449, 2022)**, which requires boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation to board meetings for individuals with disabilities. Bylaw also updated to provide that each agenda for a regular meeting is required to list the address designated by the Superintendent or designee for public inspection of documents related to records of a statement threatening litigation against the district to be discussed in closed session, in addition to documents related to open session, when such documents have been distributed to the Governing Board less than 72 hours before a Board meeting, clarify that the Board president and Superintendent decide when an item is placed on the agenda, include that public records under the Public Records Act and which relate to an agenda item which contain a claim or written threat of litigation which will be discussed in closed session are required to be made available to the public, in addition to documents

which relate to an agenda item scheduled for the open session of a regular meeting, and **NEW LAW (AB 2647, 2022)** which clarifies how districts can, without opening their offices after normal business hours, comply with the portion of the Brown Act that requires writings or documents distributed to a majority of a local legislative body less than 72 hours before a meeting to also be distributed to the public.

Policy 1113: District And School Websites

Status: ADOPTED

Original Adopted Date: 07/01/2007 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the Superintendent or designee to develop and maintain district and school websites. The use of district and school websites shall support the district's vision and goals and shall be coordinated with other district communications strategies.

Design Standards

The Superintendent or designee shall establish design standards for district and school websites in order to maintain a consistent identity, professional appearance, and ease of use.

District design standards shall require an evaluation of products, features, and content accessible to students on district and school websites to prevent access to harmful or potentially harmful material.

The district's design standards shall address the accessibility of district and school websites to individuals with disabilities, including compatibility with commonly used assistive technologies.

Website Content

The Superintendent or designee shall develop content guidelines for district and school websites and assign staff to review and approve content prior to posting.

Board policy pertaining to advertising in district and school publications, as specified in BP 1325 - Advertising and Promotion, shall also apply to advertising on district and school websites.

Privacy Rights

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school websites.

Telephone numbers and home and email addresses of students and/or their parents/guardians shall not be published on district or school websites.

OPTION 1: The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with the student's name, may be published on district or school websites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR 5125.1 - Release of Directory Information.

END OF OPTION 1

OPTION 2: Photographs of individual students shall not be published on district or school websites accompanied by the student's name or other personally identifiable information without the prior written consent of the student's parent/guardian.

END OF OPTION 2

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district websites.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on

district or school websites.

The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school websites without the prior written permission of that individual. (Government Code 3307.5, 7928.205, 7920.535)

No public safety official shall be required to consent to the posting on the Internet of the public safety official's photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or the officer's family. (Government Code 3307.5)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Bus. and Prof. Code 22580-22582

Bus. and Prof. Code 22584-22585

Bus. and Prof. Code 22586-22587

Civ. Code 1798.99.31

Ed. Code 32096

Ed. Code 32526

Ed. Code 35182.5

Ed. Code 35258

Ed. Code 48852.6

Ed. Code 48907

Ed. Code 48950

Ed. Code 49061

Ed. Code 49073

Ed. Code 60048

Gov. Code 11135

Gov. Code 12950

Gov. Code 3307.5

Gov. Code 7920.000-7930.215

Pen. Code 14029.5

Pub. Res. Code 21082.1

Description

Privacy rights for California minors in the digital world -

<https://simbli.eboardsolutions.com/SU/XpZUgtS77ETvzOJMtcapFA==>

Student Online Personal Information Protection Act -

<https://simbli.eboardsolutions.com/SU/FnauJhplusaffvcCQodyGJjng==>

Early Learning Personal Information Protection Act -

<https://simbli.eboardsolutions.com/SU/HVBisqFqyGv3GFCCOYAFARQ==>

California Age-Appropriate Design Code Act

COVID-19 testing in schools

COVID Emergency Appropriations for Education

Contracts for advertising

Internet access to school accountability report cards

Information regarding homelessness

Exercise of free expression; time, place and manner rules and regulations

Speech and other communication

Definitions; directory information

Release of directory information

Commercial brand names, contracts or logos

Prohibition of discrimination -

<https://simbli.eboardsolutions.com/SU/PcUFWMcCJnzBrKAL0EtfQ==>

California Civil Rights Department posters

Publishing identity of public safety officers

California Public Records Act

Prohibition against publishing personal information of person in witness protection program

California Environmental Quality Act environmental review documents

Federal References

16 CFR 312.1-312.13

17 USC 101-122

17 USC 504

20 USC 1232g

29 USC 705

29 USC 794

Description

Children's Online Privacy Protection Act

Subject matter and scope of copyright

Penalties for copyright infringement

Family Educational Rights and Privacy Act (FERPA) of 1974

Definitions; Vocational Rehabilitation Act

Rehabilitation Act of 1973; Section 504

34 CFR 104.1-104.61
34 CFR 99.1-99.67
42 USC 12101-12213

Management Resources References

CA Civil Rights Department Publication
CA Civil Rights Department Publication
CA Civil Rights Department Publication
CA Civil Rights Department Publication
CA Civil Rights Department Publication
Court Decision
Court Decision
U.S. Department of Agriculture Publication
U.S. Department of Justice Publication
U.S. DOE Office for Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication
Website

Website

Website

Website

Website

Website

Website

Website

World Wide Web Consortium Publication

Cross References

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0410
0440
0440
0450
0450
0460

Nondiscrimination on the basis of disability
Family Educational Rights and Privacy
Americans with Disabilities Act

Description

Sexual Harassment
Family Care and Medical Leave and Pregnancy Disability Leave
California Law Prohibits Workplace Discrimination and Harassment
Transgender Rights in the Workplace
Your Rights and Obligations as a Pregnant Employee
Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112
City of San Jose v. Superior Court, (2017) 2 Cal.5th 608
Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
Accessibility of State and Local Government Websites to People with Disabilities, June 2003
Joint Dear Colleague Letter: Electronic Book Readers, June 29, 2010
Dear Colleague Letter, May 26, 2011
CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==>
Governor's Office of Planning and Research, The California Environmental Quality Act -
<https://simbli.eboardsolutions.com/SU/n5xh7yqpDOayP5DTOPda0A==>
California Department of Education, Web Accessibility Standards -
<https://simbli.eboardsolutions.com/SU/ZXERSvILs5Tm5Y5TnRi4NA==>
California School Public Relations Association -
<https://simbli.eboardsolutions.com/SU/csB0m6f7E6wVaFPfZWZFcw==>
U.S. Department of Justice, Civil Rights Division, Disability Rights Section -
<https://simbli.eboardsolutions.com/SU/9sZBTK5qxS65pFY07h6ktA==>
World Wide Web Consortium, Web Accessibility Initiative -
<https://simbli.eboardsolutions.com/SU/bidXfpUplusS7mVvEQmsT1yhA==>
CSBA -
<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>
U.S. Department of Education, Office for Civil Rights -
<https://simbli.eboardsolutions.com/SU/xmCPrTcoZle111WmbX10Vg==>
California Civil Rights Department -
<https://simbli.eboardsolutions.com/SU/RRvNseNogmlnMLyI8K40jw==>
Web Content Accessibility Guidelines, December 2008

Description

Vision
Nondiscrimination In District Programs And Activities
District Technology Plan
District Technology Plan
Comprehensive Safety Plan
Comprehensive Safety Plan
Local Control And Accountability Plan

0460	Local Control And Accountability Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development

4132	Publication Or Creation Of Materials
4161.8	Family Care And Medical Leave
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4232	Publication or Creation of Materials
4261.8	Family Care And Medical Leave
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4332	Publication or Creation of Materials
4361.8	Family Care And Medical Leave
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5131.2	Bullying
5131.2	Bullying
6020	Parent Involvement
6020	Parent Involvement
6145.2	Athletic Competition
6145.2	Athletic Competition
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6190	Evaluation Of The Instructional Program
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds

7214	General Obligation Bonds
9010	Public Statements
9012	Board Member Electronic Communications
9310	Board Policies
9320	Meetings And Notices
9322	Agenda/Meeting Materials

Regulation 4161.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

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; 29 USC 2612; 29 CFR 825.112)
7. Need of the employee or employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; 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 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 Superintendent or designee 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

OPTION 1:

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)

OPTION 1 ENDS HERE

OPTION 2:

After 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 months, the employee shall receive at least 50 percent of the employee's regular salary during the additional period of absence. (Education Code 44983)

OPTION 2 ENDS HERE

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

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Description

5 CCR 5601	Transfer of accumulated sick leave
Ed. Code 44964	Power to grant leaves of absence for accident, illness, or quarantine
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Ed. Code 44976	Transfer of leave rights when school is transferred to another district
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 44977.5	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 44978	Sick leave; certificated employees
Ed. Code 44978.1	Inability to return to duty; placement in another position or on reemployment list
Ed. Code 44978.2	Leave for military service-connected disability
Ed. Code 44979	Transfer of accumulated sick leave to another district
Ed. Code 44980	Transfer of accumulated sick leave to a county office of education
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44983	Compensation during leave; certificated employees

Ed. Code 44984
 Ed. Code 44986
 Gov. Code 12945.1-12945.2
 Gov. Code 12945.6
 Lab. Code 220
 Lab. Code 230
 Lab. Code 230.1
 Lab. Code 233
 Lab. Code 234
 Lab. Code 245-249

Federal References

29 CFR 1635.1-1635.12
 29 CFR 825.100-825.702
 29 USC 2601-2654
 42 USC 2000ff-2000ff-11

Management Resources References

Court Decision

Website

Cross References

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 4112.9
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Required rules for industrial accident and illness leave
 Leave of absence; state disability benefits
 California Family Rights Act
 Parental leave
 Sections inapplicable to public employees
 Accommodations and leave for victims of domestic violence
 Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
 Leave to attend to family illness
 Absence control policy
 Healthy Workplaces, Healthy Families Act of 2014

Description

Genetic Information Nondiscrimination Act of 2008
 Family and Medical Leave Act of 1993
 Family Care and Medical Leave Act
 Genetic Information Nondiscrimination Act of 2008

Description

Veguez v. Governing Board of Long Beach Unified School District (2005)
 127 Cal.App.4th 406

CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==>

Description

COVID-19 Mitigation Plan
 Superintendent's Contract
 Reasonable Accommodation
 Certification
 Certification
 Drug And Alcohol Testing For School Bus Drivers
 Drug And Alcohol Testing For School Bus Drivers
 Employee Notifications
 Employee Notifications
 Temporary Modified/Light-Duty Assignment
 Working Remotely
 Probationary/Permanent Status
 Probationary/Permanent Status
 Preretirement Part-Time Employment
 Employees With Infectious Disease
 Temporary/Substitute Personnel
 Temporary/Substitute Personnel
 Concerted Action/Work Stoppage
 Concerted Action/Work Stoppage

4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4213.5	Working Remotely
4219.41	Employees With Infectious Disease
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely
4317.11	Preretirement Part-Time Employment
4319.41	Employees With Infectious Disease

4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4261.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | **Last Revised Date:** 06/01/2023 | **Last Reviewed Date:** 06/01/2023

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, miscarriage, childbirth, and related recovery (Education Code 45193)
3. Personal necessity (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; 29 USC 2612; 29 CFR 825.112)
7. Need of the employee or the employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; 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

OPTION 1:

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.

OPTION 1 ENDS HERE

OPTION 2:

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and

accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at least 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

OPTION 2 ENDS HERE

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

OPTION 1:

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)

OPTION 1 ENDS HERE

OPTION 2:

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)

OPTION 2 ENDS HERE

OPTION 3:

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)

OPTION 3 ENDS HERE

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

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

	Description
Ed. Code 45103	Classified service in districts not incorporating the merit system
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45191	Personal illness and injury leave; classified employees
Ed. Code 45191.5	Leave for military service-connected disability
Ed. Code 45193	Leave of absence for pregnancy; use of sick leave under certain circumstance
Ed. Code 45195	Additional leave
Ed. Code 45196	Salary deductions during sick leave; classified employees
Ed. Code 45196.1	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 45202	Transfer of accumulated sick leave and other benefits
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014

Federal References

	Description
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Management Resources References

Court Decision

Description

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

Court Decision

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

Website

CSBA District and County Office of Education Legal Services - <https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>

Cross References**Description**

0470

COVID-19 Mitigation Plan

4032

Reasonable Accommodation

4112.42

Drug And Alcohol Testing For School Bus Drivers

4112.42

Drug And Alcohol Testing For School Bus Drivers

4112.9

Employee Notifications

4112.9-E(1)

Employee Notifications

4113.4

Temporary Modified/Light-Duty Assignment

4113.5

Working Remotely

4119.41

Employees With Infectious Disease

4141.6

Concerted Action/Work Stoppage

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Regulation 4361.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

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; 29 USC 2612; 29 CFR 825.112)
7. Need of the employee or employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; 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 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 Superintendent or designee 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

OPTION 1:

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)

OPTION 1 ENDS HERE

OPTION 2:

After 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 months, the employee shall receive at least 50 percent of the employee's regular salary during the additional period of absence. (Education Code 44983)

OPTION 2 ENDS HERE

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

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Description

5 CCR 5601	Transfer of accumulated sick leave
Ed. Code 44964	Power to grant leaves of absence for accident, illness, or quarantine
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Ed. Code 44976	Transfer of leave rights when school is transferred to another district
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 44977.5	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 44978	Sick leave; certificated employees
Ed. Code 44978.1	Inability to return to duty; placement in another position or on reemployment list
Ed. Code 44978.2	Leave for military service-connected disability
Ed. Code 44979	Transfer of accumulated sick leave to another district
Ed. Code 44980	Transfer of accumulated sick leave to a county office of education
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44983	Compensation during leave; certificated employees

Ed. Code 44984
 Ed. Code 44986
 Gov. Code 12945.1-12945.2
 Gov. Code 12945.6
 Lab. Code 220
 Lab. Code 230
 Lab. Code 230.1
 Lab. Code 233
 Lab. Code 234
 Lab. Code 245-249

Federal References

29 CFR 1635.1-1635.12
 29 CFR 825.100-825.702
 29 USC 2601-2654
 42 USC 2000ff-2000ff-11

Management Resources References

Court Decision
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Cross References

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Required rules for industrial accident and illness leave
 Leave of absence; state disability benefits
 California Family Rights Act
 Parental leave
 Sections inapplicable to public employees
 Accommodations and leave for victims of domestic violence
 Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
 Leave to attend to family illness
 Absence control policy
 Healthy Workplaces, Healthy Families Act of 2014

Description

Genetic Information Nondiscrimination Act of 2008
 Family and Medical Leave Act of 1993
 Family Care and Medical Leave Act
 Genetic Information Nondiscrimination Act of 2008

Description

Veguez v. Governing Board of Long Beach Unified School District (2005)
 127 Cal.App.4th 406
 CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>

Description

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 Superintendent's Contract
 Reasonable Accommodation
 Certification
 Certification
 Drug And Alcohol Testing For School Bus Drivers
 Drug And Alcohol Testing For School Bus Drivers
 Employee Notifications
 Employee Notifications
 Temporary Modified/Light-Duty Assignment
 Working Remotely
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 Concerted Action/Work Stoppage

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4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
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Regulation 4161.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 07/01/2015 | **Last Revised Date:** 06/01/2023 | **Last Reviewed Date:** 06/01/2023

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when formally admitted to a health care facility with the expectation of

remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. The care of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position
4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

OPTION 1: The 12-month period shall coincide with the calendar year. (29 CFR 825.200)

OPTION 2: The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

OPTION 3: The 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

OPTION 4: The 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

OPTION 1: During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

OPTION 1 ENDS HERE

OPTION 2: During any otherwise unpaid period of PDL or any FMLA or CFRA leave, the employee may elect to use accrued vacation leave, or any other paid time off negotiated with the district that the employee is eligible to use. If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave. (Government Code 12945, 12945.2; 2 CCR 11044; 11092; 29 USC 2612)

OPTION 2 ENDS HERE

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the

following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the

employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent,

good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC

2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign country includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents-in-law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month

period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)
2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
 - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
 - d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
 - e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
 - f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave. Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)
5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will

be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

2 CCR 11035-11051

2 CCR 11087-11098

Ed. Code 44965

Fam. Code 297-297.5

Fam. Code 300

Gov. Code 12926

Gov. Code 12940

Gov. Code 12945

Gov. Code 12945.1-12945.2

Gov. Code 12945.6

Gov. Code 12946

Description

Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions -

<https://simbli.eboardsolutions.com/SU/GplusgYNhBplus6hlimWMYAuhwJw==>

California Family Rights Act -

<https://simbli.eboardsolutions.com/SU/abM0slshHCKrMbGboplusCdDilag==>

Granting of leaves of absence for pregnancy and childbirth

Rights, protections, benefits under the law; registered domestic partners

Definition of marriage

Definitions

Unlawful discriminatory employment practices

Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

California Family Rights Act

Parental leave

Fair employment and Housing Act: discrimination prohibited

Federal References

1 USC 7

29 CFR 825.100-825.702

29 USC 2601-2654

42 USC 2000ff-2000ff-11

Description

Definition of marriage and spouse -

<https://simbli.eboardsolutions.com/SU/zna4bZkEoCQ5lLKxeKqGw==>

Family and Medical Leave Act of 1993

Family Care and Medical Leave Act

Genetic Information Nondiscrimination Act of 2008

Management Resources References

Court Decision

Court Decision

Court Decision

Description

Faust v. California Portland Cement Company (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

United States v. Windsor (2013) 699 F.3d 169

U.S. Department of Labor Publication

Website

Website

Website

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==>

U.S. Department of Labor, FMLA -
<https://simbli.eboardsolutions.com/SU/gTctHyc7Ra9nNTUgNmxAhw==>

California Civil Rights Department -
<https://simbli.eboardsolutions.com/SU/RRvNseNogminMLyI8K40jw==>

Cross References

0410

0470

1113

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2121

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4112.4

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Description

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COVID-19 Mitigation Plan

District And School Websites

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District And School Websites

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Nondiscrimination In Employment

Nondiscrimination In Employment

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Lactation Accommodation

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Certification

Health Examinations

Drug And Alcohol Testing For School Bus Drivers

Drug And Alcohol Testing For School Bus Drivers

Employee Notifications

Employee Notifications

Temporary Modified/Light-Duty Assignment

Personnel Reduction

Collective Bargaining Agreement

Health And Welfare Benefits

Health And Welfare Benefits

Leaves

Leaves

Personal Illness/Injury Leave

Personal Leaves

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Drug And Alcohol Testing For School Bus Drivers

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Employee Notifications

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4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
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4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
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4313.4	Temporary Modified/Light-Duty Assignment
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4361.9	Catastrophic Leave Program

Regulation 4261.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 07/01/2015 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when formally admitted to a health care facility with the expectation of

remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. The care of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position
4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

OPTION 1: The 12-month period shall coincide with the calendar year. (29 CFR 825.200)

OPTION 2: The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

OPTION 3: The 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

OPTION 4: The 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

OPTION 1: During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

OPTION 1 ENDS HERE

OPTION 2: During any otherwise unpaid period of PDL or any FMLA or CFRA leave, the employee may elect to use accrued vacation leave, or any other paid time off negotiated with the district that the employee is eligible to use. If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave. (Government Code 12945, 12945.2; 2 CCR 11044; 11092; 29 USC 2612)

OPTION 2 ENDS HERE

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the

following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the

employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent,

good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC

2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents-in-law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month

period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)
2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
 - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
 - d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
 - e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
 - f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leaveAny time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)
5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will

be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

2 CCR 11035-11051

2 CCR 11087-11098

Ed. Code 44965

Fam. Code 297-297.5

Fam. Code 300

Gov. Code 12926

Gov. Code 12940

Gov. Code 12945

Gov. Code 12945.1-12945.2

Gov. Code 12945.6

Gov. Code 12946

Description

Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions -

<https://simbli.eboardsolutions.com/SU/GplusgYNhBplus6hlimWMyAubwJw==>

California Family Rights Act -

<https://simbli.eboardsolutions.com/SU/abM0slshHCKrMbGboplusCdDilag==>

Granting of leaves of absence for pregnancy and childbirth

Rights, protections, benefits under the law; registered domestic partners

Definition of marriage

Definitions

Unlawful discriminatory employment practices

Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

California Family Rights Act

Parental leave

Fair employment and Housing Act: discrimination prohibited

Federal References

1 USC 7

29 CFR 825.100-825.702

29 USC 2601-2654

42 USC 2000ff-2000ff-11

Description

Definition of marriage and spouse -

<https://simbli.eboardsolutions.com/SU/zna14bZkEoCQ5ILKxeKqGw==>

Family and Medical Leave Act of 1993

Family Care and Medical Leave Act

Genetic Information Nondiscrimination Act of 2008

Management Resources References

Court Decision

Court Decision

Court Decision

Description

Faust v. California Portland Cement Company (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

United States v. Windsor (2013) 699 F.3d 169

U.S. Department of Labor Publication

Website

Website

Website

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>

U.S. Department of Labor, FMLA -
<https://simbli.eboardsolutions.com/SU/gTctHyc7Ra9nNTUgNmxAhw==>

California Civil Rights Department -
<https://simbli.eboardsolutions.com/SU/RRvNseNogmInMLyI8K40Jw==>

Cross References

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Description

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COVID-19 Mitigation Plan

District And School Websites

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District And School Websites

Superintendent's Contract

Nondiscrimination In Employment

Nondiscrimination In Employment

Reasonable Accommodation

Lactation Accommodation

Certification

Certification

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Drug And Alcohol Testing For School Bus Drivers

Drug And Alcohol Testing For School Bus Drivers

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Temporary Modified/Light-Duty Assignment

Personnel Reduction

Collective Bargaining Agreement

Health And Welfare Benefits

Health And Welfare Benefits

Leaves

Leaves

Personal Illness/Injury Leave

Personal Leaves

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Catastrophic Leave Program

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Drug And Alcohol Testing For School Bus Drivers

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Employee Notifications

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4259	Employee Assistance Programs
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4261	Leaves
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4261.9	Catastrophic Leave Program
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4312.9	Employee Notifications
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4313.4	Temporary Modified/Light-Duty Assignment
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4361.9	Catastrophic Leave Program

Regulation 4261.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 07/01/2015 | **Last Revised Date:** 06/01/2023 | **Last Reviewed Date:** 06/01/2023

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when formally admitted to a health care facility with the expectation of

remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. The care of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position
4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

OPTION 1: The 12-month period shall coincide with the calendar year. (29 CFR 825.200)

OPTION 2: The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

OPTION 3: The 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

OPTION 4: The 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

OPTION 1: During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

OPTION 1 ENDS HERE

OPTION 2: During any otherwise unpaid period of PDL or any FMLA or CFRA leave, the employee may elect to use accrued vacation leave, or any other paid time off negotiated with the district that the employee is eligible to use. If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave. (Government Code 12945, 12945.2; 2 CCR 11044; 11092; 29 USC 2612)

OPTION 2 ENDS HERE

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the

following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the

employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent,

good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC

2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign country includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents-in-law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month

period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)
2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
 - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
 - d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
 - e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
 - f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave. Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)
5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will

be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

2 CCR 11035-11051

2 CCR 11087-11098

Ed. Code 44965

Fam. Code 297-297.5

Fam. Code 300

Gov. Code 12926

Gov. Code 12940

Gov. Code 12945

Gov. Code 12945.1-12945.2

Gov. Code 12945.6

Gov. Code 12946

Description

Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions -

<https://simbli.eboardsolutions.com/SU/GplusYNhBplus6hlimWMyAuhwJw==>

California Family Rights Act -

<https://simbli.eboardsolutions.com/SU/abM0sishHCKrMbGboplusCdDilag==>

Granting of leaves of absence for pregnancy and childbirth

Rights, protections, benefits under the law; registered domestic partners

Definition of marriage

Definitions

Unlawful discriminatory employment practices

Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

California Family Rights Act

Parental leave

Fair employment and Housing Act: discrimination prohibited

Federal References

1 USC 7

29 CFR 825.100-825.702

29 USC 2601-2654

42 USC 2000ff-2000ff-11

Description

Definition of marriage and spouse -

<https://simbli.eboardsolutions.com/SU/zna4bZkEoCQ5ILKxeKqGw==>

Family and Medical Leave Act of 1993

Family Care and Medical Leave Act

Genetic Information Nondiscrimination Act of 2008

Management Resources References

Court Decision

Court Decision

Court Decision

Description

Faust v. California Portland Cement Company (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

United States v. Windsor (2013) 699 F.3d 169

U.S. Department of Labor Publication	Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsishXk6R5akQ==
Website	U.S. Department of Labor, FMLA - https://simbli.eboardsolutions.com/SU/gTctHyc7Ra9nNTUgNmxAhw==
Website	California Civil Rights Department - https://simbli.eboardsolutions.com/SU/RRvNseNogmlnMLyl8K40jw==

Cross References

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4161.9
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4212.42
4212.9
4212.9-E(1)

Description

Nondiscrimination In District Programs And Activities
COVID-19 Mitigation Plan
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Policy 5117: Interdistrict Attendance

Status: ADOPTED

Original Adopted Date: 12/01/2015 | Last Revised Date: ~~12/06/01/2019~~2023 | Last Revised
Date: 06/01/2023

CSBA NOTE: The Education Code provides a number of options under which a district may enroll a student whose parent/guardian does not reside within district boundaries. Under an "interdistrict attendance permit" or "reciprocal agreement" pursuant to Education Code 46600-46610, a student may attend school in a different district when both the district of residence and the district of proposed attendance agree (Option 1 below). Alternatively, pursuant to Education Code 48300-48317, as amended by AB 185 (Ch. 571, Statutes of 2022), the Governing Board may, until July 1, 2028, declare the district to be a "school district of choice" willing to accept a specific number of interdistrict transfers into the district through a random selection process (Option 2 below). In order to maintain the integrity of the random selection process, it is recommended that a school district of choice not also accept transfers under the interdistrict attendance permit option except when extraordinary circumstances exist, as provided in Option 2 below. Districts that wish to use both sources of authority should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

In addition to these options, pursuant to Education 48345, as added by SB 941 (Ch. 711, Statutes of 2022), the Board is authorized, until July 1, 2029, to enter into an agreement with other local educational agencies (LEA) to offer courses and coursework to students from another LEA who have been impacted by disruptions or cancellations to specified courses, or teacher shortages to such courses. See the section "Instruction Collaboration Agreements" below.

Pursuant to Education Code 48204, a district may authorize a student whose parent/guardian is employed within district boundaries to attend a school in the district (Allen bill transfer); see AR 5111.1 - District Residency.

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

OPTION 1: Interdistrict Attendance Agreements and Permits

CSBA NOTE: The following section is for use by districts that have entered into an agreement with one or more other districts to accept student transfers through interdistrict attendance permits pursuant to Education Code 46600-46610. Districts selecting this option should also select Option 1 in the accompanying administrative regulation.

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

CSBA NOTE: Education Code 46600 requires that the interdistrict attendance agreement specify the terms and conditions under which individual permits may be granted or denied. In addition, pursuant to Education Code 46600, students who have been granted an interdistrict attendance

CSBA NOTE: Education Code 48301 requires a random, unbiased process for selecting students who will be admitted through the school district of choice program and prohibits consideration of certain characteristics and factors in making the selections. Pursuant to Education Code 48301, family income may only be considered to the extent necessary to determine enrollment priority pursuant to Education Code 48306; see the accompanying administrative regulation.

Students shall be admitted to district schools through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether ~~or not~~ a student should be enrolled based upon the student's academic or athletic performance, physical condition, proficiency in English, any of the individual characteristics set forth in Education Code 200, or family income. (Education Code 48301)

If the number of transfer applications exceeds the number of transfers the Board has elected to accept, approval for transfer shall be determined by a random drawing held in public at a regularly scheduled Board meeting. (Education Code 48301)

CSBA NOTE: Because the school district of choice program requires a random selection process, it is recommended that participating districts not admit students through the interdistrict attendance permit process described in Option 1 above except under extraordinary circumstances. Such circumstances might include approving interdistrict attendance permits for students who are victims of an act of bullying. Such students are given priority for interdistrict attendance permits pursuant to Education Code 46600; see the accompanying administrative regulation.

Because the district admits students in accordance with the school district of choice program, the Superintendent or designee shall not admit students based on individual interdistrict attendance permits, pursuant to Education Code 46600-46610, except under extraordinary circumstances.

The Superintendent or designee shall keep an accounting of all requests for admittance through the school district of choice program and a record of their disposition, including, but not limited to, all of the following: (Education Code 48313)

1. The number of requests granted, denied, or withdrawn and, for denied requests, the reason for the denial
2. The number of students transferred into and out of the district pursuant to this program
3. The race, ethnicity, gender, self-reported socioeconomic status, eligibility for free or reduced-price meals, and the district of residence for each student transferred into or out of the district pursuant to this program
4. The number of students transferred into or out of the district pursuant to this program who are classified as English learners or students with disabilities

CSBA NOTE: Education Code 48311 authorizes, but does not require, a school district of choice to provide transportation to participating students to the extent that the district provides transportation assistance to other students. See section on "Transportation" below. Item #5 may be deleted by districts that do not provide transportation.

5. As applicable, the number of students described in ~~items~~Items #3 and 4 above who are provided transportation assistance to a district school or program, and the total number of

CSBA NOTE: Pursuant to Education Code 48345, as added by SB 941, the average daily attendance attributable to a student participating in the ICA shall remain with the LEA of origination for purposes of state apportionment.

When negotiating the ICA, the Superintendent or designee shall collaborate with the other participating LEA(s) to agree upon an appropriate shared cost structure. (Education Code 48345)

Transportation

CSBA NOTE: The following optional section is for use by all districts and should be revised to reflect district practice. Districts are not required to provide transportation or transportation assistance to students admitted under an interdistrict attendance permit pursuant to Education Code 46600-46610, except that Education Code 46600, as amended by AB 1127 (Ch. 781, Statutes of 2019), requires the district of enrollment to provide transportation assistance to a student who is eligible for free or reduced price meals and is either a child of an active military duty parent/guardian or a victim of an act of bullying, as defined in Education Code 48900.

Pursuant to Education Code 48311, a school district of choice is authorized, but not required, to provide transportation assistance to the extent that the district otherwise provides transportation assistance to students.

Upon parent/guardian request, the district shall provide transportation assistance to a student receiving an interdistrict transfer who is eligible for free and reduced-price meals and is the child of an active duty military parent/guardian or a victim of bullying, as defined in Education Code 46600. (Education Code 46600)

In addition, upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for any interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends if space is available.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 31	Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin
Ed. Code 41020	Requirement for annual audit
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48300-48317	Student attendance alternatives; school district of choice program

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6173.2	Education Of Children Of Military Families

Regulation 5148: Child Care And Development

Status: ADOPTED

Original Adopted Date: 07/01/2015 | **Last Revised Date:** 06/01/2023 | **Last Reviewed Date:** 06/01/2023

Licensing

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

Program Components

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Welfare and Institutions Code 10209.5; 5 CCR 18272)

Program staff shall complete the developmental profile for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Welfare and Institutions Code 10209.5; 5 CCR 18270.5, 18272)

2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs
3. A staff development program which complies with 5 CCR 18274
4. Parent/guardian involvement and education that comply with 5 CCR 18275 and includes an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress
5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed
6. A community involvement component that complies with 5 CCR 18277
7. As applicable, a nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)
8. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level
9. An annual plan for program evaluation which conforms with the state's system and includes a self-evaluation, parent/guardian survey, and environment rating scale (5 CCR 18270.5, 18279, 18280, 18281)

Health and Safety

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that

offer free or discounted tests. (Health and Safety Code 1596.7996)

If a licensed child care center is located in a building that was constructed before January 1, 2010, the center shall have its drinking water tested for lead contamination levels every five years. The center shall notify the parents/guardians of enrolled children of the requirement to test a facility's drinking water and of the test results. If notified of elevated lead levels, the center shall immediately make inoperable and cease using the fountains and faucets where elevated lead levels may exist and shall obtain a potable source of water for children and staff at that location. (Health and Safety Code 1597.16)

Staffing

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in Welfare and Institutions Code 10275.5 and 5 CCR 18290-18292 based on the ages of the children served.

All persons employed at a licensed district child care center and all volunteers who provide care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If a person meets all other requirements for employment or volunteering, as applicable, but needs additional time to obtain and provide immunization records, the person may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that the person has received the required immunizations. Employees and volunteers shall be immunized against influenza between August 1 and December 1 of each year. (Health and Safety Code 1596.7995)

A person shall be exempt from the above immunization requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.
2. In the case of the influenza vaccine, the person submits a written declaration declining the vaccination.
3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition to the above immunization requirements, teachers employed in a licensed child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

Eligibility and Enrollment

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Welfare and Institutions Code 10213.5. (Welfare and Institutions Code 10213.5, 10273; 5 CCR 18089, 18407, 18422)

To participate in the district's subsidized child care program, families shall document both an eligibility basis and need for care as follows: (Welfare and Institutions Code 10271 and 10271.5)

1. The family is eligible for subsidized services on the basis of being:
 - a. A current aid recipient
 - b. Income eligible

- c. Homeless
- d. The family's children are recipients of child protective services or have been identified as being or at risk of being abused, neglected, or exploited
- e. A member of the household is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other means-tested government program as determined by the California Department of Social Services.

2. The family has a need for child care based on either of the following:

- a. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated
- b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as experiencing homelessness

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Welfare and Institutions Code 10271)

Second priority for enrollment shall be given to families, regardless of the number of parents in the home, who are income eligible, as defined in Welfare and Institutions Code 10271.5. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family in which the primary home language is a language other than English shall be admitted first. If there is no family of the same priority in which the primary home language is a language other than English, the family of the same priority that has been on the waiting list for the longest time shall be admitted first. (Welfare and Institutions Code 10271 and 10271.5)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Welfare and Institutions Code 10273)

After all children eligible for subsidized services have been enrolled, the district may enroll other children in accordance with the priorities established by the Governing Board.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 24 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 24 months. If such eligibility ends before the end of the child care and services program

year, eligibility shall be extended until the end of the program year as long as applicable age-eligibility requirements specified in Welfare and Institutions Code 10213.5 are met. (Welfare and Institutions Code 10271)

However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Welfare and Institutions Code 10271.5, and the family's ongoing eligibility shall be recertified at that time. At any time, a family may voluntarily report income or other changes which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Welfare and Institutions Code 10271)

Additionally, a family establishing eligibility for services on the basis of receiving services under a CalWORKs Stage 1, 2, or 3 program shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. (Welfare and Institutions Code 10271)

The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination made during recertification or the update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that the service is no longer wanted
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services including, but not limited to, the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

Fees and Charges

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the state fee schedule, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Welfare and Institutions Code 10260, 10271, 10290, 10291, 10436; 5 CCR 18078, 18108-18110)

No fee shall be charged to a family that is receiving CalWORKs cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Welfare and Institutions Code 10291; 5 CCR 18110)

In addition, any family receiving child care on the basis of having neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency, may be exempt from these fees for up to 12 months. (Welfare and Institutions Code 10271 and 10291)

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Welfare and Institutions Code 10290; 5 CCR 18082, 18114, 18115)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Welfare and Institutions Code 10292)

District child care centers shall post in a prominent location adjacent to the license at the child care facility the rates, and discounts or scholarship policies if any. (Welfare and Institutions Code 10288)

Expulsion/Unenrollment and Suspension Based on Behavior

The district's child care and development program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Welfare and Institutions Code 10491)

1. In writing, inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher, and if available engage an early childhood mental health consultant, in an effort to maintain the child's safe participation in the program
2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), contact, with written parent/guardian consent, the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child
3. If appropriate, consider completing a comprehensive screening to identify the needs of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, and implementing behavior supports within the program

If the district has taken the actions specified in Items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district shall, to the greatest extent possible, support direct transition to a more appropriate placement. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Welfare and Institutions Code 10491.1)

A child shall not be suspended from the district's child care and development program, nor shall a child's parent/guardian be encouraged or persuaded to prematurely pick up a child before the program day ends, except as a last resort in extraordinary circumstances, when a safety threat exists that cannot be eliminated or reduced without the removal of the child. (Welfare and Institutions Code 10491.1)

Before determining that a suspension is necessary, the district shall collaborate with the child's parents/guardians and, as needed, shall use appropriate community resources to determine that no other reasonable option is appropriate. (Welfare and Institutions Code 10491.1)

When suspension is deemed necessary, the district shall help the child return to full participation in the program as soon as possible while ensuring safety, by doing all of the following: (Welfare and Institutions Code 10491.1)

1. Continuing to engage with the child's parents/guardians and continuing to use appropriate community resources
2. Developing a written plan to document the action and supports needed
3. Providing referrals to appropriate community resources
4. If the child has an IFSP or IEP, contacting, with written parent/guardian consent, the agency responsible for the child's IFSP or IEP, to seek consultation on servicing the child

Upon enrollment, the parents/guardians of each child shall be notified, in writing, of the limitations on expulsion, suspension, or any form of disenrollment and how the parents/guardians may file an appeal to CDSS in the event of

expulsion or suspension. If the district suspends or expels a child from the child care and development program, the district shall, at least 24 hours before the effective date of the suspension or expulsion, issue the child's parents/guardians a written "Notice of Action, Recipient of Services," as described in 5 CCR 18095, informing the parents/guardians of the right to file an appeal of the action directly with CDSS no later than 14 calendar days after receiving the notice. (Welfare and Institutions Code 10491.1)

If a child is suspected of having a developmental delay, disability, or mental health issue, the child's parent/guardian shall be referred, if appropriate, to the mental health system, the state's early intervention program, or the district's special education program regarding evaluation for services under the Individuals with Disabilities Education Act (IDEA). Children identified as having exceptional needs may only be suspended or expelled in conformance with the procedures and limitations of the IDEA.

Disenrollment

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Welfare and Institutions Code 10272.5)

1. Families with the highest income in relation to family size shall be disenrolled first.
2. If two or more families have the same income ranking, children who have been enrolled in child care services the longest shall be disenrolled first.
3. If two or more families have the same income, children without disabilities shall be disenrolled first.
4. Families whose children are receiving child protective services or are at risk of neglect or abuse, regardless of family income, shall be disenrolled last.

Health Examination and Immunizations

Prior to or within six weeks of enrollment, a child enrolling in a child care center shall obtain a physical examination and evaluation and receive age-appropriate immunizations. (Welfare and Institutions Code 10271)

A child may be exempted from the immunization requirements only if a licensed physician indicates that immunization should not be given and specifies how long this exemption is expected to be needed. (22 CCR 101220.1)

A medical exemption shall be submitted using the standardized medical exemption certification form developed by California Department of Public Health (CDPH) and transmitted using the California Immunization Registry. The request shall include, but not be limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary, including the date upon which a temporary medical exemption will expire. All medical exemptions shall not extend beyond the current grade span of the student, and a temporary exemption shall not exceed one year. (Health and Safety Code 120372)

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Welfare and Institutions Code 10271)

District child care centers shall disclose immunization information to the local health department and CDPH in accordance with Health and Safety Code 120440, and maintain the confidentiality of such information in the same manner as other students records in accordance with law and as specified in Administrative Regulation 5125 - Student Records. (Health and Safety Code 120440)

Attendance

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or the district's authorized representative if verification is made by

telephone. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Welfare and Institutions Code 10213.5)
2. Family emergency (Welfare and Institutions Code 10213.5)

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Welfare and Institutions Code 10213.5)
4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Welfare and Institutions Code 10213.5)

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

When a child has been absent and the family has not been in communication with the program coordinator or site supervisor for seven consecutive calendar days, the district shall attempt to contact the parent/guardian through a variety of communication methods, including one attempt in writing which may be through electronic means, informing the parent/guardian that failure to communicate with the district may result in termination of child care services. The district shall keep documentation of all such communication attempts in the family's data file, and, if there has been no communication for a total of 30 consecutive calendar days, issue a Notice of Action to disenroll the family on the basis of abandonment of care. (5 CCR 18066.5)

Parents/guardians shall be notified of the policies and procedures related to excused absences for child care and development services. (5 CCR 18066)

Rights of Parents/Guardians

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of the rights specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

In addition, if a parent/guardian disagrees with any district action to deny a child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district

administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to the Child Development Division. (5 CCR 18120-18122)

Coordinating Transitions

When a child in the district's child care and development program transfers to a local public school, the district's child care and development program administrator shall provide the child's parent/guardian with information from the previous year which is beneficial to the student and the student's teacher, including, but not limited to, developmental issues, social interaction abilities, health background, and diagnostic assessments, if any. The program administrator shall transfer this information to the student's elementary school, with permission of the student's parent/guardian. (Welfare and Institutions Code 10315)

To facilitate the transition of a child with a disability, the district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of IDEA), including establishing practices to educate and support families during the transition: (Government Code 95008)

Lauren Webb
 (title or position)
 4337 Lebec Rd. Lebec, CA 93243
 (address)
 661-248-6680
 (telephone number)
 lwebb@el-tjon.k12.ca.us
 (email)

Records

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required under the state contract.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

22 CCR 101151-101191
 22 CCR 101151-101239.2
 22 CCR 101212-101231
 22 CCR 101237-101239.2
 34 CFR 303.1-303.734
 5 CCR 18000-18434
 5 CCR 18012-18122
 5 CCR 18180-18192
 5 CCR 18210-18213
 5 CCR 18220-18231
 5 CCR 18240-18249

Description

Licensing and application procedures
 General requirements; licensed child care centers -
<https://simbli.eboardsolutions.com/SU/25F12slsh36wTFm0vX8xZRbZg==>
 Continuing requirements -
<https://simbli.eboardsolutions.com/SU/H5IA5aJVFIBKHey0QgRA4A==>
 Facilities and equipment -
<https://simbli.eboardsolutions.com/SU/tHhaU35adyWpiEslshHV75I9Q==>
 Early Intervention Program for Infants and Toddlers with Disabilities
 Child care and development programs
 General requirements
 Federal and state migrant programs
 Severely handicapped program
 Alternative payment program
 Resource and referral program

5 CCR 18270-18281	Program quality; accountability
5 CCR 18290-18292	Staffing ratios
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 18300-18308	Appeals and dispute resolution
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 80067-80067.2	Early Childhood Education Specialist Credential
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 48000	Transitional kindergarten
Ed. Code 49540-49546	Child care food program
Ed. Code 49570	National School Lunch program
Ed. Code 56244	Staff development funding
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8337	Early Education Expansion Program
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Gov. Code 95000-95029.5	California Early Intervention Services Act
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120440	Disclosure of immunization information to local and state health departments
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10200-10206	Early Childhood Development Act of 2020
W&I Code 10207-10215	General provisions
W&I Code 10207-10492.2	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10271	Eligibility, enrollment and priority of services; physical examinations; rules and regulations
W&I Code 10271.5	Income eligibility
W&I Code 10271.7	Family member certified as eligible to receive benefits; definition
W&I Code 10272.5	Order of disenrollment
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12
W&I Code 10276	Child Care and Development Fund notice to providers
W&I Code 10290	Fee schedule for families using preschool and child care and development services
W&I Code 10291	Families exempt from family fees
W&I Code 10315	Transfer of information to public schools

W&I Code 10332

W&I Code 10491-10491.1

Federal References

20 USC 1232g

20 USC 1400-1482

42 USC 1751-1769j

42 USC 9831-9852c

42 USC 9857-9858r

45 CFR 98.1-98.93

7 CFR 210.1-210.33

Management Resources References

CA Commission on Teacher Credentialing Publication

CA Dept of Social Services Publication

CA Dept of Social Services Publication

CA Dept of Social Services Publication

Court Decision

U.S. Department of Education Publication

Website

Website

Website

Website

Website

Website

Website

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Website

Website

Children residing in another district; use of facilities and personnel

Expulsion and suspension procedures in childcare and development services programs

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Individuals with Disabilities Education Act

School Lunch Program

Head Start programs

Child Care and Development Block Grant

Child Care and Development Fund

National School Lunch Program

Description

Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023

Child Care Transition: The Early Childhood Development Act of 2020

American Rescue Plan Act Child Care & Development Division FAQ

COVID-19 Licensed Child Care Facilities and Providers (FAQs)

CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892

Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016 -

<https://simbli.eboardsolutions.com/SU/PNnslshVnksOq0sFp8mP3X61w==>

Osteopathic Medical Board of California -

<https://simbli.eboardsolutions.com/SU/SeNrJJoKxv9plusixKQLLboKw==>

Medical Board of California -

<https://simbli.eboardsolutions.com/SU/qplus660KdrWEs0d8lyrtVqNQ==>

California Department of Social Services, Child Care Licensing -

<https://simbli.eboardsolutions.com/SU/SFjDbqAObpR8P52H4K3zLw==>

EveryChild California, an Association of Leaders Advancing Early Learning -

<https://simbli.eboardsolutions.com/SU/WmxQW25SKkBX8diQ2G9Gzg==>

Office of Administrative Law -

<https://simbli.eboardsolutions.com/SU/RnyBM7nM4Vf4qxslshOTuQ5bg==>

Universal Prekindergarten, California's Great Start -

<https://simbli.eboardsolutions.com/SU/O30jslshUezvdGL8X78hYgyLQ==>

CSBA District and County Office of Education Legal Services -

<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsishXk6R5akQ==>

California Commission on Teacher Credentialing -

<https://simbli.eboardsolutions.com/SU/Eg0plus7NDrgK1KmPo9MgqplusA==>

California Association for the Education of Young Children -

<https://simbli.eboardsolutions.com/SU/r0qvYzEWUcRnpQGzFMfChw==>

California Department of Education, Early Education Division -

<https://simbli.eboardsolutions.com/SU/mlFpc7AJoSgC7plusTR909fDQ==>

California Department of Education, Early Education Management Bulletins -

<https://simbli.eboardsolutions.com/SU/w7cd1JxsCIBB8VibCsishATUA==>

California Head Start Association -

<https://simbli.eboardsolutions.com/SU/cEC8h6islsh8MaZGvA9AXzE7A==>

Website	California School-Age Consortium - https://simbli.eboardsolutions.com/SU/laEri3DXJqbipusxNsL8qbiA==
Website	National Association for the Education of Young Children - https://simbli.eboardsolutions.com/SU/TbWzyzenFO9Sw8JltPcjZQ==
Website	U.S. Department of Health and Human Services - https://simbli.eboardsolutions.com/SU/4moM6wFhrVMvKDjOdGOMzw==
Website	Commission on Teacher Credentialing - https://simbli.eboardsolutions.com/SU/cxWNIqRUuIsaq7efc7aH4Q==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==
Website	California Department of Public Health - https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJ0zDybcVsugA==

Cross References

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0100	Philosophy
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
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1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
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3280	Sale Or Lease Of District-Owned Real Property
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3550	Food Service/Child Nutrition Program
3552	Summer Meal Program

3552	Summer Meal Program
3553	Free And Reduced Price Meals
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4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.5	Criminal Record Check
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4112.6	Personnel Files
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4212.5	Criminal Record Check
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4231	Staff Development
4261.2	Personal Leaves
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4331	Staff Development
4361.2	Personal Leaves
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5022	Student And Family Privacy Rights
5030	Student Wellness
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5111.1	District Residency
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5117	Interdistrict Attendance
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5125	Student Records
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5141	Health Care And Emergencies
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5141.22	Infectious Diseases
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5141.23	Asthma Management

5141.26	Tuberculosis Testing
5141.27	Food Allergies/Special Dietary Needs
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5141.3	Health Examinations
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5141.31	Immunizations
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5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
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5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
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6142.7	Physical Education And Activity
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6159	Individualized Education Program
6159	Individualized Education Program
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
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6164.6	Identification And Education Under Section 504
6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6184	Continuation Education
6184	Continuation Education
7110	Facilities Master Plan

Policy 6173.4: Education for American Indian Students

Status: ADOPTED

Original Adopted Date: 06/01/2023 | **Last Reviewed Date:** 06/01/2023

The Governing Board recognizes that American Indian students may have unique cultural, language, and educational needs that may be addressed by increasing student knowledge about American Indian history, including the history and culture of local tribes, and by providing American Indian students with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

The Superintendent or designee shall provide all students with culturally relevant curriculum related to local American Indian tribes and implement strategies necessary for the improvement of the academic achievement of American Indian students.

In order to discuss, gain a shared understanding of, and develop curriculum for use within the district, and to identify the extent and nature of any achievement gaps between American Indian students and other district students, and strategies to address any such gaps, the district may form a California Indian Education Task Force with tribes local to the region. Participants in the task force meetings may consider issues of mutual concern, which include: (Education Code 33391)

1. Developing a thorough, shared understanding of accurate, high-quality curricular materials about the history, culture, and government of local tribes, and developing such materials for use within the district that include tribal experiences and perspectives
2. Developing a shared understanding of proper or improper instructional materials when these materials use depictions of Native Americans
3. Encouraging the adoption of the curriculum developed by the California Indian Education Task Force
4. Identifying the extent and nature of any achievement gap between American Indian students and other students, and strategies necessary to close it

If formed, the California Indian Education Task Force shall, within one year and thereafter annually, submit a report to the California Department of Education on the findings, including progress of work on Items #1-4, above. (Education Code 33391)

The Superintendent or designee shall identify American Indian students most at-risk of not meeting state academic standards and provide to such students the needed support(s), including making referrals, as appropriate, for special education services or services under Section 504 of the federal Rehabilitation Act of 1973, or other school-based services such as counseling and health services, supplemental instruction, before- or after-school services, and summer learning programs.

Suspension, expulsion, assignment to a supervised suspension classroom, or involuntary transfer to a continuation school of an American Indian student shall be in accordance with law and as specified in Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities), and 6184 - Continuation Education.

The Superintendent or designee shall provide programs to facilitate the successful transition of American Indian students to post-secondary education and employment, which may include college and career fairs in accordance with Labor Code 3074.2, mentorship programs, and counseling services.

As needed, the Superintendent or designee shall provide professional development to teachers and other school staff to assist them in understanding and responding to the unique needs of American Indian students.

At least annually, the Superintendent or designee shall report to the Board on the outcomes of American Indian students including, but not limited to, school attendance, student achievement test results, promotion and retention by grade level, graduation rates, and suspension/expulsion rates.

Title VI Indian Education Program

With the assistance of federal Title VI funding for the education of children from federally recognized tribes, the district shall offer programs and activities to meet the unique cultural, language, and educational needs of American Indian students, as defined in 20 USC 7491. Program objectives and outcomes shall be based on state academic standards. (20 USC 7424)

In developing, implementing, and evaluating Title VI programs and activities, the Superintendent or designee shall consult with and involve parents/guardians and family members of American Indian students and other community representatives. (20 USC 7424)

The district shall establish a committee that is composed of, and selected by, parents/guardians and family members of American Indian students, representatives of tribes on tribal lands located within 50 miles of any district school that serves any children of the tribes, teachers, and, if appropriate, American Indian students enrolled in secondary schools in the district. The majority of the committee shall be parents/guardians and family members of American Indian students. The committee shall participate in program development and provide written approval for the program. (20 USC 7424)

The district's Title VI program for American Indian education may include any of the following services and activities: (20 USC 7425)

1. Activities that support Native American language programs and Native American language restoration programs, which may be taught by traditional leaders
2. Culturally related activities that support the district's program
3. Early childhood and family programs that emphasize school readiness
4. Enrichment programs that focus on problem solving and cognitive skills development and directly support the attainment of state academic standards
5. Integrated educational services in combination with other programs that meet the needs of American Indian students and their families, including programs that promote parent/guardian involvement in school activities and increase student achievement
6. Career preparation activities that enable American Indian students to participate in career technical education programs, including programs for mentoring and apprenticeship
7. Activities to educate individuals so as to prevent violence, suicide, and substance abuse
8. The acquisition of equipment that is essential to achieve program goals
9. Activities that promote the incorporation of culturally responsive teaching and learning strategies into the district's educational program
10. Family literacy services
11. Activities that recognize and support the unique cultural and educational needs of American Indian students, and incorporate appropriately qualified tribal elders and seniors
12. Dropout prevention strategies for American Indian students
13. Strategies to meet the educational needs of American Indian students in correctional facilities, including such strategies that support American Indian students who are transitioning from such facilities to schools served by the district

Any federal funds received to support American Indian education programs shall be used to supplement, not supplant, state or local funds allocated for such purposes. (20 USC 7424)

Program funds may be used to support a Title I schoolwide program pursuant to 20 USC 6314 if approved by the committee established pursuant to 20 USC 7424, provided that the schoolwide program is consistent with the purpose of American Indian education programs and the district's application identifies how the use of such funds in a schoolwide program will produce benefits to American Indian students that would not be achieved if not used in a schoolwide program. (20 USC 7424)

As needed, professional development shall be provided to teachers and other school staff to assist them in working with American Indian students and carrying out Title VI programs. (20 USC 7424)

The Superintendent or designee shall maintain a record of the information establishing the status of each student as an American Indian student eligible for assistance through the federal American Indian education program. (20 USC 7427)

The Superintendent or designee shall periodically assess the progress of all American Indian students, including American Indian students who do not participate in programs funded through Title VI, in meeting program goals and objectives. Assessment results shall be provided to the Board, the committee established pursuant to 20 USC 7424, tribes whose children are served by the district, and the community. (20 USC 7424)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Ed. Code 33380-33384
Ed. Code 33390-33391
Ed. Code 48400-48454
Ed. Code 48850-48859
Ed. Code 48900-48927
Lab. Code 3074.2

Description

California Indian Education Centers
California Indian Education Act
Compulsory continuation education
Education of foster youth and homeless students
Suspension and expulsion
College and career fairs; notice to apprenticeship programs

Federal References

2 CFR 200.0-200.521
20 USC 1400-1482
20 USC 6314
20 USC 7401-7492
20 USC 7701-7714
29 USC 794
34 CFR 222.90-222.129
34 CFR 300.1-300.818

Description

Federal uniform grant guidance
Individuals with Disabilities Education Act
Title I schoolwide program
Indian education
Impact Aid
Rehabilitation Act of 1973; Section 504
Impact Aid; special provisions for local educational agencies that claim children residing on Indian lands
Individuals with Disabilities Education Act

Management Resources References

Website
Website
Website
Website

Description

CSBA District and County Office of Education Legal Services - <https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==>
U.S. Department of Education, Office of Impact Aid - <https://simbli.eboardsolutions.com/SU/ITWRlxix7lc0TPAGjplus2Mw==>
U.S. Department of Education, Office of Indian Education - <https://simbli.eboardsolutions.com/SU/Ycd0EFkcc9NqeO4jk7YmVw==>
California Department of Education - <https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

Cross References

Description

0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
3230	Federal Grant Funds
3230	Federal Grant Funds
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5144.1	Suspension And Expulsion/Due Process
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5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
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5147	Dropout Prevention
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6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6184	Continuation Education

Regulation 6173.4: Title VI Indian Education Program

Status: ADOPTED

Original Adopted Date: 05/01/2020 | **Last Reviewed Date:** 05/01/2020

CSBA NOTE: The following administrative regulation is for use by districts that receive federal Title VI Indian education funding (20 USC 7401-7492), which supports local educational agencies, Indian tribes and organizations, and consortia in meeting the unique cultural, language, and educational needs of American Indian students and ensuring that all students meet challenging state academic standards. Pursuant to 20 USC 7424, districts receiving such funding are mandated to adopt policy and procedures to ensure that the program will be operated and evaluated in consultation with, and with the involvement of, parents/guardians and family members of American Indian students and community representatives, as provided below.

The terms "American Indian," "Native American," and "Indian" are used in various state and federal laws but do not always refer to the same groupings of people or are not defined. For purposes of Title VI, 20 USC 7491 defines "Indians" to include Alaska natives. The following regulation may be revised to reflect terminology preferred by the district and local tribes.

With the assistance of federal Title VI funding for the education of children from federally recognized tribes, the district shall offer programs and activities to meet the unique cultural, language, and educational needs of American Indian students, as defined in 20 USC 7491. Program objectives and outcomes shall be based on state academic standards. (20 USC 7424)

CSBA NOTE: The following paragraphs address the involvement of parents/guardians and family members of American Indian students and community representatives in program implementation and evaluation, as mandated by 20 USC 7424, and may be expanded to reflect district practice.

In developing, implementing, and evaluating Title VI programs and activities, the Superintendent or designee shall consult with and involve parents/guardians and family members of American Indian students and other community representatives. (20 USC 7424)

The district shall establish a committee that is composed of, and selected by, parents/guardians and family members of American Indian students, representatives of tribes on tribal lands located within 50 miles of any district school that serves any children of the tribes, teachers, and, if appropriate, American Indian students enrolled in secondary schools in the district. The majority of the committee shall be parents/guardians and family members of American Indian students. The committee shall participate in program development and provide written approval for the program. (20 USC 7424)

CSBA NOTE: Pursuant to 20 USC 7425, federal funding for American Indian education programs may be used for any of the services and activities listed in items #1-13 below. The following list may be revised to reflect district practice.

The district's Title VI program for American Indian education may include any of the following services and activities: (20 USC 7425)

1. Activities that support Native American language programs and Native American language restoration programs, which may be taught by traditional leaders

and the community. (20 USC 7424)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Ed. Code 33380-33384

Description

California Indian Education Centers

Federal

2 CFR 200.0-200.521

Description

Federal uniform grant guidance

20 USC 6314

Title I schoolwide program

20 USC 7401-7492

Indian education

20 USC 7701-7714

Impact Aid

34 CFR 222.90-222.129

Impact Aid; special provisions for local educational agencies that claim children residing on Indian lands

Management Resources

Website

Description

CSBA District and County Office of Education Legal Services

Website

U.S. Department of Education, Office of Impact Aid

Website

U.S. Department of Education, Office of Indian Education

Website

California Department of Education

Cross References

Code

0410

Description

Nondiscrimination In District Programs And Activities

0415

Equity

0460

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

0500

Accountability

1220

Citizen Advisory Committees

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Citizen Advisory Committees

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Federal Grant Funds

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Impact Aid

4131

Staff Development

Policy 6174: Education For English Learners

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: 07/06/01/20192023 | Last Reviewed
Date: 07/06/01/20192023

CSBA NOTE: The following policy may be revised to reflect district practice. State and federal law establish requirements for the identification, placement, and education of English learners.

Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.

In addition, 20 USC 6801-7014 (Title III) provide grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See CDE's [web site](#) [website](#) for FPM compliance monitoring instruments.

For further information regarding English learners, programs, and services, see CDE's [publication](#), "The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners," (Roadmap) available on its [web site](#) [website](#).

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

CSBA NOTE: Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), and the [English Language Arts/English Language Development Framework](#) aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the [English Language Arts/English Language Development Framework](#) aligned to those standards. A supplementary resource, "Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning," specifies the correspondence between the state ELD standards and the California Common Core State Standards for mathematics and the Next Generation Science Standards.

CDE's [Roadmap](#) CDE's, "California Digital Learning Integration and Standards Guidance," available on its [website](#), provides distance learning curriculum and instructional guidance for mathematics, English language arts, and English language development.

Additionally, CDE's, "Roadmap" encourages differentiated instruction and curriculum which are

CSBA NOTE: The following paragraph may be revised to reflect district strategies for parent/guardian and community involvement. Education Code 305 requires the district to solicit input on language acquisition programs as part of the parent/guardian and community engagement process during the development of the LCAP; see section on "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English learner parent advisory committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

Staff Qualifications and Training

CSBA NOTE: Commission on Teacher Credentialing's (CTC) leaflet CL-622, "Serving English Learners, describes," and "Bilingual Authorization Educator Preparation Preconditions, Program Standards, and Bilingual Teaching Performance Expectations," describe requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from CTC; see AR 4112.22 - Staff Teaching English Learners.

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

CSBA NOTE: The following paragraph reflects a requirement for districts that receive federal Title III funds to improve the education of English learners, and is recommended for use by all districts. 20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional development must not include one-day or short-term workshops and conferences.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

CSBA NOTE: The following paragraph is optional. CDE's "Roadmap" indicates the importance of a supportive and collaborative environment in order for teachers to effectively address the complex needs of English learners.

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

Identification and Assessment

Language Acquisition Programs

CSBA NOTE: Education Code 305-310 ~~authorize~~authorizes parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306. Pursuant to 20 USC 6312 and 34 CFR 100.3, parents/guardians have a right to decline or opt their child out of a language acquisition program. The following section may be revised to reflect programs offered by the district. Also see the accompanying administrative regulation.

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction in the structured English immersion program is provided in English pursuant to Education Code 306. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language.

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

CSBA NOTE: Items #1-2 below are optional and may be revised to reflect district practice.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding
2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards

acquisition program into an English language mainstream classroom.

Program Evaluation

CSBA NOTE: The following section may be revised to reflect indicators agreed upon by the Governing Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners. Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.

Pursuant to Education Code 313.2, CDE is required to annually determine the number of students in each district and school who are, or are at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1.

20 USC 6311 requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to ~~items~~Items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Policy Reference UPDATE Service

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20 USC 6312	Local educational agency plan
20 USC 6801-7014	Limited English proficient and immigrant students
20 USC 7801	Definition of English learner
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 200.16	Assessment of English learners
Management Resources	Description
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 40 (2000)
California Department of Education Publication	California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 20182017 (https://www.cde.ca.gov/sp/el/rm/rmpolicy.asp)
<u>California Department of Education Publication</u>	<u>English Language Proficiency Assessments for California Information Guide, August 2022</u> (https://www.cde.ca.gov/ta/tg/ep/documents/elpacinfo guide22.docx)
<u>California Department of Education Publication</u>	<u>California Practitioners' Guide for Educating English Learners with Disabilities, 2019</u> (https://www.cde.ca.gov/sp/se/ac/documents/ab2785guide.pdf)
California Department of Education Publication	Common Core State Standards for Mathematics, rev. 2013 (https://www.cde.ca.gov/be/st/ss/documents/ccssmathstand ardaug2013.pdf)
California Department of Education Publication	Reclassification Guidance for 2017-18202-21 and Statewide Testing Window Extension, CDE Correspondence, April 28, 2017June 14, 2021 (https://www.cde.ca.gov/sp/el/rd/reclass2021tstng.asp)
<u>California Department of Education Publication</u>	<u>Monitoring Reclassified Students, December 2019</u> (https://www.cde.ca.gov/sp/el/rd/reclassified122019.asp)
California Department of Education Publication	Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015 (https://www.cde.ca.gov/sp/el/er/documents/fnl1516agmnte ldstndab899.doc)
California Department of Education Publication	Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18Accessibility Resources Matrix, 2022 (https://www.cde.ca.gov/ta/tg/ca/documents/caaccessmatrix 23.docx)

CSBA Publication	English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018 (https://www.csba.org/GovernanceAndPolicyResources/~media/CSBA/Files/GovernanceResources/GovernanceBriefs/201802EnglishLearnerRoadmap.ashx)
CSBA Publication	English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. SepSeptember 2016 (https://www.csba.org/GovernanceAndPolicyResources/~media/AF163C269B0A4E6B83FE1A5626BB5273)
CSBA Publication	English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014 (https://www.csba.org/~media/CSBA/Files/GovernanceResources/GovernanceBriefs/201409GBEnglishLearnersInFocusIssue2_DualImmersion)
The Education Trust-West Publication	Unlocking Learning: Science as a Lever for English Learner Equity, January 2017 (https://west.edtrust.org/resource/unlocking-learning-science-lever-english-learner-equity/)
The Education Trust-West Publication	Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018 (https://west.edtrust.org/resource/unlocking-learning-ii-using-math-lever-english-learner-equity/)
U.S. Department of Education Publication	English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), September 2016 (https://www2.ed.gov/policy/elsec/leg/essa/essatitleiiiguidentenglishlearners92016.pdf)
U.S. Department of Education Publication	Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017 (https://oese.ed.gov/files/2020/10/real-guidefinal.pdf)
U.S. Department of Education Publication	English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016 (https://ncela.ed.gov/files/english_learner_toolkit/OELA_2017_ELTToolkit_508C.pdf)
U.S. Department of Education Publication	Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015 (https://www2.ed.gov/about/offices/list/ocr/letters/colleague-el-201501.pdf)

5126	Awards For Achievement
5126	Awards For Achievement
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.91	Reading/Language Arts Instruction
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6159	Individualized Education Program
6159	Individualized Education Program
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams

Batch status: A All

From batch: 0016

To batch: 0016

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

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	

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880633/00	Alan Pinley	0000000000						
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PV-240187	09/06/2023	REF_GirlsVolley_28697	09062	01-4127-0-5800.00-1470-4200-007-00-000-0000	NY			81.00
			TOTAL PAYMENT AMOUNT		136.00	*		136.00

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240023	PO-240023	09/06/2023	19JL-LMTW-TWD3	1	01-7220-0-4300.00-3800-1000-007-00-000-0000	NN	P	3,564.03	3,564.03
240024	PO-240024	09/06/2023	1X64-GMPW-W3GM	1	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN	P	32.99	32.99
240026	PO-240026	09/06/2023	1RMG-7XNK-VGR1	1	01-0000-0-4300.00-0000-7200-010-00-000-0000	NN	P	852.26	852.26
240029	PO-240029	09/06/2023	1G47-NYLK-VPCL	1	01-3213-0-4300.00-5770-1120-010-00-000-0000	NN	P	468.30	468.30
240030	PO-240030	09/06/2023	1DL7-JY39-W3WN	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN	P	3,456.10	3,456.10
240030	PO-240030	09/06/2023	1CRC-VKDK-WFGT	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN	M	0.00	-432.27
240031	PO-240031	09/06/2023	1GGC-1CPN-VVLQ	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN	P	646.46	646.46
240055	PO-240055	09/06/2023	1L1X-919T-V76T	1	01-3213-0-4300.00-1110-1000-001-00-000-0000	NN	P	1,242.22	1,242.22
240056	PO-240056	09/06/2023	1NHL-QFHN-TYNW	1	01-0000-0-4300.00-0000-2700-001-00-000-0000	NN	P	228.14	228.14
240058	PO-240058	09/06/2023	143D- K94G-V9G4	1	01-6387-0-4300.00-3800-1000-001-00-000-0000	NN	P	722.34	722.34
240059	PO-240059	09/06/2023	14G6-HJK9-1939	1	01-0044-0-4300.00-1110-1000-010-00-000-2010	NN	M	0.00	-175.65
240059	PO-240059	09/06/2023	1G47-NYLK-V73J	1	01-0044-0-4300.00-1110-1000-010-00-000-2010	NN	P	345.32	345.32
240061	PO-240061	09/06/2023	1C17-JQHQ-TM36	1	01-3213-0-4300.00-1110-1000-002-00-000-0000	NN	P	914.42	914.42
240062	PO-240062	09/06/2023	1TXP-D477-WLHF	1	01-0000-0-4300.00-0000-2700-002-00-000-0000	NN	M	0.00	-120.15
240062	PO-240062	09/06/2023	1RMG-7XNK-TL3G	1	01-0000-0-4300.00-0000-2700-002-00-000-0000	NN	P	134.20	134.20
240063	PO-240063	09/06/2023	13R4-4QGK-TWYR	1	01-6010-0-4300.00-1110-4000-001-00-000-0000	NN	P	2,096.75	2,096.75
240064	PO-240064	09/06/2023	1NR1-P7X4-V71J	1	01-6010-0-4300.00-1110-4000-002-00-000-0000	NN	P	357.03	357.03
240083	PO-240083	09/06/2023	11JD-RY9M-V6P4	1	01-6385-0-4300.00-3800-1000-001-00-000-0000	NN	P	198.17	198.17
240100	PO-240100	09/06/2023	1PDD-1HTW-TTHD	1	01-6385-0-4300.00-3800-1000-001-00-000-0000	NN	P	12,000.00	12,604.70
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	PV-240197	09/06/2023	1DL7-JY39-VYXQ		01-6385-0-4300.00-3800-1000-001-00-000-0000	NN			306.60
	PV-240197	09/06/2023	1GGC-1CPN-VWXX		01-6762-0-4300.00-1110-1000-001-00-000-0000	NN			412.59
	PV-240197	09/06/2023	19JL-LMTW-TXR3		01-0000-0-4300.00-1110-1000-002-00-000-2008	NN			25.58
	PV-240197	09/06/2023	1NHL-QFHN-TY17		01-6387-0-4300.00-3800-1000-007-00-000-0000	NN			1,744.18
	PV-240197	09/06/2023	19JM-RPVP-VPW1		01-6387-0-4300.00-3800-1000-007-00-000-0000	NN			120.55

088 EL TEJON UNIFIED J86039 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 09/11/23 12:12 PAGE 2
 BATCH: 0016 09/01/2023 << 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	

008351 (CONTINUED)

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TOTAL PAYMENT AMOUNT					31,867.91 *	31,867.91		

880682/00 American Business Machines

PV-240180	09/05/2023	700208	01-0000-0-5500.03-0000-8100-010-00-000-0000	NN		2,819.91		
TOTAL PAYMENT AMOUNT					2,819.91 *	2,819.91		

880683/00 Andrea Geisendorf

PV-240169	09/05/2023	REIMB_A.Geisendorf_ChecksKC	01-0000-0-5200.00-0000-2700-010-00-000-0000	NN		49.39		
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001466/00 Aramark Uniform Services 000000000 99 EFT

PV-240171	09/05/2023	2601570985	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN		431.59		
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002452/00 BOB'S WHOLESALE AUTO GLASS 99 EFT

PV-240177	09/05/2023	I028096	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		1,096.00		
TOTAL PAYMENT AMOUNT					1,096.00 *	1,096.00		

003390/00 BOYS & GIRLS CLUBS OF BAKERS

PV-240170	09/05/2023	2ETSUM23 (FPS)	01-3225-0-5100.00-1110-4000-002-00-000-6000	NN		7,915.50		
PV-240170	09/05/2023	2ETSUM23 (ET)	01-3225-0-5100.00-1110-4000-001-00-000-6000	NN		7,918.50		
TOTAL PAYMENT AMOUNT					15,834.00 *	15,834.00		

002318/00 BULK YARD INC

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TOTAL PAYMENT AMOUNT					584.55 *	584.55		

BATCH: 0016 09/01/2023
FUND : 01 GENERAL FUND << Open >>

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	
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008267/00	Ed Files Inc.	000000000						
240004	PO-240004	09/06/2023	906435	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		
008245/00	FINISH LINE CONSTRUCTION							
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			TOTAL PAYMENT AMOUNT	1,285.00 *		1,285.00		
000042/00	FRAZIER PARK LUMBER & ACE	922121267						
240038	PO-240038	09/05/2023	254254	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	35.53	35.53	
240038	PO-240038	09/06/2023	254292	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	16.42	16.42	
240038	PO-240038	09/06/2023	254269	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	112.13	112.13	
240038	PO-240038	09/06/2023	254251	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	17.03	17.03	
240038	PO-240038	09/06/2023	254307	1 01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	63.49	63.49	
240039	PO-240039	09/06/2023	254238	1 01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	11.46	11.46	
			TOTAL PAYMENT AMOUNT	256.06 *		256.06		
008357/00	Guitar Center Stores, Inc	000000000						
PV-240193	09/06/2023	ARIVV68358239	01-6762-0-4300.00-1110-1000-001-00-000-0000	NN		84.44		
			TOTAL PAYMENT AMOUNT	84.44 *		84.44		
880758/00	Human Resource Development by	570536782						
240103	PO-240103	09/05/2023	#1	1 01-0000-0-5800.00-0000-7200-010-00-000-0000	NY F	3,565.00	3,565.00	
			TOTAL PAYMENT AMOUNT	3,565.00 *		3,565.00		
008287/00	Instructure, Inc.	000000000						
240032	PO-240032	09/05/2023	INV575157	1 01-3213-0-5800.00-1110-1000-010-00-000-3013	NN F	2,900.00	2,900.00	
			TOTAL PAYMENT AMOUNT	2,900.00 *		2,900.00		

BATCH: 0016 09/01/2023 << 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	

006176/00 Jimmie Baskom 568821735

PV-240188	09/06/2023	REF_GirlsVolley_28698	09062	01-4127-0-5800.00-1470-4200-007-00-000-0000	NY			81.00
PV-240188	09/06/2023	REF_GirlsVolley_28711	09062	01-4127-0-5800.00-1470-4200-007-00-000-0000	NY			55.00
TOTAL PAYMENT AMOUNT								136.00 *

002620/00 KERN RIVER POWER EQUIPMT 000000000 99 EFT

PV-240181	09/05/2023	152081		01-8150-0-5600.00-0000-8100-010-00-000-0000	NN			646.65
PV-240195	09/06/2023	152469		01-8150-0-5600.00-0000-8100-010-00-000-0000	NN			463.26
TOTAL PAYMENT AMOUNT								1,109.91 *

008041/00 Lebec Parts, LLC/CQ of Lebec

240036	PO-240036	09/06/2023	15389-100190	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	38.49	38.49
240036	PO-240036	09/06/2023	15389-100457	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	3.42	3.42
240036	PO-240036	09/06/2023	15389-100143	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN M	0.00	-1.63
TOTAL PAYMENT AMOUNT								40.28 *

008732/00 Martin's Garage

PV-240186	09/06/2023	12788		01-0000-0-5600.00-0000-3600-010-00-000-0000	NN			2,154.41
TOTAL PAYMENT AMOUNT								2,154.41 *

880656/00 O Connor Pest Control

PV-240183	09/06/2023	FMHS 107931 INV:169820		01-0000-0-5500.07-0000-8100-007-00-000-0000	NN			50.00
PV-240183	09/06/2023	FMHS 107931 INV:169779		01-0000-0-5500.07-0000-8100-007-00-000-0000	NN			50.00
PV-240183	09/06/2023	ET 107894 INV:169756		01-0000-0-5500.07-0000-8100-001-00-000-0000	NN			55.00
PV-240183	09/06/2023	ET 107894 INV:169751		01-0000-0-5500.07-0000-8100-001-00-000-0000	NN			50.00
TOTAL PAYMENT AMOUNT								205.00 *

000079/00 PG&E 000000000

PV-240178	09/05/2023	6828318149 8/6/23-9/6/23		01-0000-0-5500.01-0000-8100-001-00-000-0000	NN			4,583.38
TOTAL PAYMENT AMOUNT								4,583.38 *

BATCH: 0016 09/01/2023

<< 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	
008223/00	ProCare Therapy	261251927						
240076	PO-240076	09/06/2023	20747942	1	01-6500-0-5800.00-5770-3150-010-00-000-0000	NN	P	4,252.25
								4,252.25
								4,252.25
								4,252.25
001804/00	SCHOOL HEALTH CORP	000000000	99 EFT					
240052	PO-240052	09/06/2023	4235706-00	1	01-3213-0-4300.00-0000-3140-010-00-000-0000	NN	P	831.40
								831.40
								831.40
								831.40
000094/00	SCHWEBEL PETROLEUM CO, INC	952962284						
	PV-240182	09/05/2023	287435	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN			4,417.48
								4,417.48
								4,417.48
								4,417.48
000099/00	SOUTHERN CALIFORNIA EDISON	000000000						
	PV-240174	09/05/2023	700567450246	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN			510.42
	PV-240174	09/05/2023	700558405297	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN			897.10
	PV-240174	09/05/2023	700224978410	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN			898.09
	PV-240174	09/05/2023	700571913660	01-0000-0-5500.01-0000-8100-002-00-000-0000	NN			3,293.01
	PV-240174	09/05/2023	700573116157	01-0000-0-5500.01-0000-8100-007-00-000-0000	NN			2,758.18
								8,356.80
								8,356.80
								8,356.80
								8,356.80
000100/00	SOUTHERN CALIFORNIA GAS CO	000000000						
	PV-240185	09/06/2023	056 516 8001 8	01-0000-0-5500.02-0000-8100-007-00-000-0000	NN			298.32
	PV-240185	09/06/2023	155 216 7500 7	01-0000-0-5500.02-0000-8100-010-00-000-0000	NN			30.28
	PV-240185	09/06/2023	146 816 7500 6	01-0000-0-5500.02-0000-8100-001-00-000-0000	NN			26.72
	PV-240185	09/06/2023	083 816 8200 7	01-0000-0-5500.02-0000-8100-002-00-000-0000	NN			103.06
	PV-240185	09/06/2023	067 038 4621 9	01-0000-0-5500.02-0000-8100-007-00-000-0000	NN			37.38
	PV-240185	09/06/2023	157 316 7500 3	01-0000-0-5500.02-0000-8100-010-00-000-0000	NN			140.33
								636.09
								636.09
								636.09
								636.09
000214/00	SOUTHWEST SCHOOL SUPPLY							
240050	PO-240050	09/06/2023	6000178469	1	01-1100-0-4300.00-1110-1000-002-00-000-0000	NN	P	0.00
240050	PO-240050	09/06/2023	6000178468	1	01-1100-0-4300.00-1110-1000-002-00-000-0000	NN	P	0.00
								15.16
								15.16
								30.32
								30.32

BATCH: 0016 09/01/2023 << 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	

008042/00 Sparkletts

PV-240175	09/05/2023	21597548 083123	01-6010-0-4300.00-1110-4000-002-00-000-0000	NN		78.92		
TOTAL PAYMENT AMOUNT					78.92 *	78.92		

880760/00 Twyla Thomas 000000000

PV-240189	09/06/2023	REF_GirlsVolley_28712 09062	01-4127-0-5800.00-1470-4200-007-00-000-0000	NY		80.00		
PV-240189	09/06/2023	REF_GirlsVolley_28697 09062	01-4127-0-5800.00-1470-4200-007-00-000-0000	NY		87.00		
TOTAL PAYMENT AMOUNT					167.00 *	167.00		

880632/00 William Ruffin 000000000

PV-240190	09/06/2023	GirlsVolley_28698 090623	01-4127-0-5800.00-1470-4200-007-00-000-0000	NY		87.00		
PV-240190	09/06/2023	GirlsVolley_28711 090623	01-4127-0-5800.00-1470-4200-007-00-000-0000	NY		53.00		
TOTAL PAYMENT AMOUNT					140.00 *	140.00		

004796/00 Winsupply 99 EFT

PV-240191	09/06/2023	498993 01	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN		177.38		
PV-240191	09/06/2023	496427 01	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN		16.11		
TOTAL PAYMENT AMOUNT					193.49 *	193.49		

TOTAL FUND	CHECKS	91,334.19 **	91,334.19
TOTAL FUND	EFT	3,922.63 **	3,922.63
TOTAL FUND	PAYMENT	95,256.82 **	95,256.82

BATCH: 0016 09/01/2023
FUND : 13 CAFETERIA << Open >>

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	

008351/00	Amazon Capital Services							
240095	PO-240095	09/06/2023	1KK7-W79G-V7D4	1	13-5310-0-4300.00-0000-3700-010-00-000-0000	NN	P	319.66
TOTAL PAYMENT AMOUNT						319.66	*	319.66
003535/00	JORDANO'S							
PV-240184	09/06/2023	6875969	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		2,340.79		
PV-240184	09/06/2023	6875970	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		150.15		
TOTAL PAYMENT AMOUNT						2,490.94	*	2,490.94
003389/00	TK Elevator Corporation		000000000					
PV-240179	09/05/2023	3007460221	13-5310-0-5800.00-0000-3700-010-00-000-0000	NN		87.56		
TOTAL PAYMENT AMOUNT						87.56	*	87.56
TOTAL FUND PAYMENT						2,898.16	**	2,898.16

BATCH: 0016 09/01/2023 << Open >>
 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
Req 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-240194 09/06/2023 13896	21-0000-0-5800.00-0000-8500-002-00-000-8532 NN	840.00
TOTAL PAYMENT AMOUNT	840.00 *	840.00

TOTAL FUND	PAYMENT	840.00 **	840.00
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TOTAL BATCH CHECKS	95,072.35 ***	0.00	95,072.35
TOTAL BATCH EFT	3,922.63 ***	0.00	3,922.63
TOTAL BATCH PAYMENT	98,994.98 ***	0.00	98,994.98

TOTAL DISTRICT CHECKS	95,072.35 ****	0.00	95,072.35
TOTAL DISTRICT EFT	3,922.63 ****	0.00	3,922.63
TOTAL DISTRICT PAYMENT	98,994.98 ****	0.00	98,994.98

TOTAL FOR ALL DISTRICTS CHK:	95,072.35 ****	0.00	95,072.35
TOTAL FOR ALL DISTRICTS EFT:	3,922.63 ****	0.00	3,922.63
TOTAL FOR ALL DISTRICTS:	98,994.98 ****	0.00	98,994.98

Number of checks to be printed:	32, not counting voids due to stub overflows.	95,072.35
Number of EFT generated:	5	3,922.63

Batch status: A All

From batch: 0017

To batch: 0017

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

088 EL TEJON UNIFIED J90570 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 09/15/23 14:12 PAGE 1
 BATCH: 0017 09/11/2023 << 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	
002219/00	AARDVARK CLAY & SUPPLY							
240096 PO-240096	09/14/2023	A138940	1 01-6387-0-4300.00-3800-1000-007-00-000-0000	NN P	1,377.30	1,377.30		
			TOTAL PAYMENT AMOUNT		1,377.30 *		1,377.30	
008252/00	Aeries Software, Inc.	330427993						
240065 PO-240065	09/12/2023	RW-16406	1 01-3213-0-5200.00-0000-7200-010-00-000-0000	NN P	350.00	350.00		
			TOTAL PAYMENT AMOUNT		350.00 *		350.00	
001466/00	Aramark Uniform Services	000000000	99 EFT					
PV-240210	09/13/2023	2601573276	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN		431.59		
PV-240210	09/13/2023	2601573275	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		260.24		
			TOTAL PAYMENT AMOUNT		691.83 *		691.83	
003390/00	BOYS & GIRLS CLUBS OF BAKERS							
PV-240213	09/13/2023	3ETASES2324 (FPS)	01-6010-0-5100.00-1110-4000-002-00-000-0000	NN		5,665.99		
PV-240213	09/13/2023	3ETASES2324 (ET)	01-6010-0-5100.00-1110-4000-001-00-000-0000	NN		5,665.98		
			TOTAL PAYMENT AMOUNT		11,331.97 *		11,331.97	
002521/00	CAROLYN CHAPMAN							
PV-240215	09/13/2023	REIMB_C.Chapman_AcademyAmtr	01-7220-0-5200.00-0000-1000-007-00-000-0000	NN		275.25		
PV-240215	09/13/2023	REIMB_C.Chapman_AlphaBroder	01-7220-0-5200.00-0000-1000-007-00-000-0000	NN		333.21		
PV-240215	09/13/2023	REIMB_C.Chapman_AcademySumm	01-7220-0-5200.00-0000-1000-007-00-000-0000	NN		325.56		
			TOTAL PAYMENT AMOUNT		934.02 *		934.02	
001402/00	CRANES WASTE OIL INC.							
PV-240203	09/12/2023	192476-F	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN		140.00		
			TOTAL PAYMENT AMOUNT		140.00 *		140.00	
006170/00	Canelli Plumbing							
PV-240219	09/14/2023	3210	01-8150-0-5600.00-0000-8100-007-00-000-0000	NN		1,520.00		
			TOTAL PAYMENT AMOUNT		1,520.00 *		1,520.00	

088 EL TEJON UNIFIED	J90570	ACCOUNTS PAYABLE PRELIST	APY500 L.00.21 09/15/23 14:12 PAGE 2
		BATCH: 0017 09/11/2023	<< 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	
008340/00	Ewell Education Services, Inc.	272961571						
PV-240209	09/13/2023	CA0405-2023-9	01-6387-0-5200.00-3800-1000-007-00-000-0000	NN		393.00		
		TOTAL PAYMENT AMOUNT			393.00 *			393.00
008245/00	FINISH LINE CONSTRUCTION							
PV-240218	09/14/2023	1444 A	01-8150-0-5600.00-0000-8100-010-00-000-0000	NN		15,574.00		
PV-240218	09/14/2023	1445 A	01-3213-0-5600.00-0000-8100-010-00-000-0000	NN		212.00		
		TOTAL PAYMENT AMOUNT			15,786.00 *			15,786.00
000042/00	FRAZIER PARK LUMBER & ACE	922121267						
240038	PO-240038	09/12/2023	254356	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	25.97	25.97
240038	PO-240038	09/12/2023	254335	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	643.92	643.92
240038	PO-240038	09/13/2023	254329	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	26.29	26.29
240038	PO-240038	09/13/2023	254328	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	17.53	17.53
240038	PO-240038	09/13/2023	254309	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	223.55	223.55
240040	PO-240040	09/13/2023	254331	1	01-7010-0-4300.00-3800-1000-007-00-000-0000	NN P	163.47	163.47
		TOTAL PAYMENT AMOUNT			1,100.73 *			1,100.73
006161/00	Interstate Billing Service							
PV-240199	09/12/2023	03P157666	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		668.81		
PV-240199	09/12/2023	03P152924	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		49.02		
		TOTAL PAYMENT AMOUNT			717.83 *			717.83
880761/00	J. Webb Consulting dba I-N-C,	270892926						
240106	PO-240106	09/13/2023	2023853	1	01-0000-0-5800.00-0000-7200-010-00-000-0000	NN F	503.10	503.10
		TOTAL PAYMENT AMOUNT			503.10 *			503.10
000209/00	JANITORIAL USA	952914724						
PV-240220	09/14/2023	FMHS Carpet Cleaning	01-3213-0-4300.00-0000-8100-010-00-000-0000	NY		80.00		
		TOTAL PAYMENT AMOUNT			80.00 *			80.00

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		
002620/00	KERN RIVER POWER EQUIPMT	000000000	99 EFT					
PV-240204	09/12/2023	152228	01-8150-0-5600.00-0000-8100-010-00-000-0000	NN		69.60		
PV-240204	09/12/2023	152201	01-8150-0-5600.00-0000-8100-010-00-000-0000	NN		1,658.79		
PV-240204	09/12/2023	152229	01-8150-0-5600.00-0000-8100-010-00-000-0000	NN		69.60		
PV-240204	09/12/2023	150896	01-8150-0-5600.00-0000-8100-010-00-000-0000	NN		38.91		
PV-240204	09/12/2023	151183	01-8150-0-5600.00-0000-8100-010-00-000-0000	NN		1,562.79		
		TOTAL PAYMENT AMOUNT		3,399.69 *		3,399.69		
000060/00	KERN TROPHIES	000000000	99 EFT					
PV-240216	09/13/2023	75472	01-0000-0-4300.00-0000-7200-010-00-000-0000	NN		357.23		
		TOTAL PAYMENT AMOUNT		357.23 *		357.23		
880742/00	Katie Gonzalez							
PV-240212	09/13/2023	REIMB_K.Gonzalez_MileageKCS	01-6331-0-5200.00-1110-1000-001-00-000-0000	NN		58.95		
PV-240212	09/13/2023	REIMB_K.Gonzalez_MileageKCS	01-6331-0-5200.00-1110-1000-001-00-000-0000	NN		58.95		
		TOTAL PAYMENT AMOUNT		117.90 *		117.90		
008041/00	Lebec Parts, LLC/CQ of Lebec							
240036	PO-240036	09/12/2023	15389-100707	1 01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	20.41		20.41
240036	PO-240036	09/12/2023	15389-100726	1 01-0000-0-4300.00-0000-3600-010-00-000-0000	NN M	0.00		-20.41
240036	PO-240036	09/13/2023	15389-100521	1 01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	11.80		11.80
		TOTAL PAYMENT AMOUNT		11.80 *		11.80		
000089/00	MOUNTAINSIDE DISPOSAL	000000000						
PV-240202	09/12/2023	719910	01-0000-0-5500.05-0000-8100-010-00-000-0000	NN		2,193.15		
		TOTAL PAYMENT AMOUNT		2,193.15 *		2,193.15		
880762/00	Michelle E. Dizon	562657177						
240107	PO-240107	09/12/2023	200	1 01-3213-0-5800.00-0000-3140-010-00-000-0000	NY P	2,500.00		2,500.00
		TOTAL PAYMENT AMOUNT		2,500.00 *		2,500.00		

BATCH: 0017 09/11/2023 << 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	

880756/00 Mulch Master 000000000

240102 PO-240102	09/14/2023	9478	1 01-2600-0-4300.00-1110-1000-002-00-000-0000	NN P	5,652.45	14,395.95	
TOTAL PAYMENT AMOUNT					14,395.95 *	14,395.95	

880656/00 O Connor Pest Control

PV-240200	09/12/2023	ET 107894 INV:170606	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		50.00	
PV-240200	09/12/2023	ET 107894 INV:170610	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		55.00	
PV-240200	09/12/2023	FMHS 107931 INV:170676	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN		50.00	
PV-240200	09/12/2023	FMHS 107931 INV:170640	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN		50.00	
TOTAL PAYMENT AMOUNT					205.00 *	205.00	

880763/00 Olympus Group, Inc.

PV-240211	09/13/2023	880734-2-1	01-4127-0-4300.00-1470-4200-007-00-000-0000	NN		93.57	
TOTAL PAYMENT AMOUNT					93.57 *	93.57	

000079/00 PG&E 000000000

PV-240206	09/12/2023	6724984821-6 8/7/23 - 9/5/2	01-0000-0-5500.01-0000-8100-010-00-000-0000	NN		9.85	
PV-240206	09/12/2023	0047046680-6 8/7/23 - 9/5/2	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN		169.06	
PV-240206	09/12/2023	6786651485-3 8/7/23 - 9/5/2	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN		193.36	
PV-240206	09/12/2023	6828318149-0 8/7/23 - 9/5/2	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN		5,359.73	
PV-240206	09/12/2023	7161651451-9 8/7/23 - 9/5/2	01-0000-0-5500.01-0000-8100-010-00-000-0000	NN		85.86	
TOTAL PAYMENT AMOUNT					5,817.86 *	5,817.86	

001895/00 RIDDELL 000000000 99 EFT

PV-240217	09/13/2023	60488947	01-3213-0-4300.00-1110-4200-007-00-000-0000	NN		2,521.91	
PV-240217	09/13/2023	951890508	01-3213-0-4300.00-1110-4200-007-00-000-0000	NN		1,635.30	
PV-240217	09/13/2023	951843533	01-3213-0-4300.00-1110-4200-007-00-000-0000	NN		285.41	
PV-240217	09/13/2023	951624570	01-3213-0-4300.00-1110-4200-007-00-000-0000	NN		471.42	
TOTAL PAYMENT AMOUNT					4,914.04 *	4,914.04	

004838/00 RMR Water Trucks

PV-240221	09/14/2023	09987	01-0000-0-5600.00-0000-8100-010-00-000-0000	NN		750.00	
TOTAL PAYMENT AMOUNT					750.00 *	750.00	

BATCH: 0017 09/11/2023 << 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		

000094/00	SCHWEBEL PETROLEUM CO, INC	952962284						
PV-240205	09/12/2023	287722	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		4,922.72		
TOTAL PAYMENT AMOUNT					4,922.72 *		4,922.72	

000214/00 SOUTHWEST SCHOOL SUPPLY

240048	PO-240048	09/12/2023	6000183357	1 01-0000-0-4300.00-0000-7200-010-00-000-0000	NN P	35.87	35.87	
240048	PO-240048	09/13/2023	6000184795	1 01-0000-0-4300.00-0000-7200-010-00-000-0000	NN P	3.24	3.24	
240048	PO-240048	09/13/2023	6000184794	1 01-0000-0-4300.00-0000-7200-010-00-000-0000	NN P	13.42	13.42	
240050	PO-240050	09/13/2023	6000184793	1 01-1100-0-4300.00-1110-1000-002-00-000-0000	NN P	0.00	9.96	
240050	PO-240050	09/14/2023	6000185883	1 01-1100-0-4300.00-1110-1000-002-00-000-0000	NN P	0.00	16.45	
TOTAL PAYMENT AMOUNT					78.94 *		78.94	

002515/00 SUEELLEN BROWN

PV-240198	09/12/2023	REIMB_S.Brown_CSUBMileage	01-6266-0-5200.00-1110-1000-007-00-000-0000	NN		29.48		
TOTAL PAYMENT AMOUNT					29.48 *		29.48	

000075/00 THE MOUNTAIN ENTERPRISE 000000000

PV-240207	09/12/2023	1171 8/1/23 - 9/5/23	01-0000-0-5800.00-0000-7200-010-00-000-0000	NN		1,248.25		
TOTAL PAYMENT AMOUNT					1,248.25 *		1,248.25	

001710/00 VERIZON WIRELESS 000000000

PV-240201	09/12/2023	9943592921	01-3213-0-5900.00-1110-1000-010-00-000-0000	NN		3,652.61		
TOTAL PAYMENT AMOUNT					3,652.61 *		3,652.61	

008282/00 n2y, LLC 262606260

240101	PO-240101	09/15/2023	INV-1070278	1 01-4127-0-4300.00-1110-1000-007-00-000-0000	NN P	939.98	939.98	
TOTAL PAYMENT AMOUNT					939.98 *		939.98	

TOTAL FUND	CHECKS	71,191.16	**	71,191.16
TOTAL FUND	EFT	9,362.79	**	9,362.79
TOTAL FUND	PAYMENT	80,553.95	**	80,553.95

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-240208	09/13/2023	6879723	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		184.84		
PV-240208	09/13/2023	6879724	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		2,826.99		
PV-240208	09/13/2023	6884501	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		554.57		
PV-240208	09/13/2023	6883798	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		2,761.69		
PV-240208	09/13/2023	6883797	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		110.64		
PV-240208	09/13/2023	6883799	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		11.49		
TOTAL PAYMENT AMOUNT					6,450.22 *	6,450.22		
TOTAL FUND PAYMENT					6,450.22 **	6,450.22		
TOTAL BATCH CHECKS					77,641.38 ***	0.00	77,641.38	
TOTAL BATCH EFT					9,362.79 ***	0.00	9,362.79	
TOTAL BATCH PAYMENT					87,004.17 ***	0.00	87,004.17	
TOTAL DISTRICT CHECKS					77,641.38 ****	0.00	77,641.38	
TOTAL DISTRICT EFT					9,362.79 ****	0.00	9,362.79	
TOTAL DISTRICT PAYMENT					87,004.17 ****	0.00	87,004.17	
TOTAL FOR ALL DISTRICTS CHK:					77,641.38 ****	0.00	77,641.38	
TOTAL FOR ALL DISTRICTS EFT:					9,362.79 ****	0.00	9,362.79	
TOTAL FOR ALL DISTRICTS:					87,004.17 ****	0.00	87,004.17	

Number of checks to be printed: 28, not counting voids due to stub overflows.
Number of EFT generated: 4

77,641.38
9,362.79

Batch status: A All

From batch: 0018

To batch: 0018

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

088 EL TEJON UNIFIED	J95126	ACCOUNTS PAYABLE PRELIST	APY500 L.00.21 09/22/23 11:55 PAGE 1
		BATCH: 0018 09/20/2023	<< 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

002219/00	AARDVARK CLAY & SUPPLY							
240110	PO-240110	09/20/2023	A139117	1	01-6387-0-4300.00-3800-1000-007-00-000-0000 NN P	308.25		308.25
	TOTAL PAYMENT AMOUNT				308.25 *			308.25
002651/00	AMS NET							
240071	PO-240071	09/20/2023	Invoice-0068474	1	01-0000-0-8699.00-0000-0000-000-00-000-7231 NN P	5,526.50		5,526.50
240071	PO-240071	09/20/2023	Invoice-0069627	1	01-0000-0-8699.00-0000-0000-000-00-000-7231 NN P	411.74		411.74
	TOTAL PAYMENT AMOUNT				5,938.24 *			5,938.24
003150/00	APPLIED TECHNOLOGY GROUP INC							
	PV-240244	09/21/2023	INV0000027840	01-3213-0-4400.00-0000-7700-007-00-000-3019 NN				908.32
	TOTAL PAYMENT AMOUNT				908.32 *			908.32
003202/00	AT&T							
	PV-240236	09/20/2023	000020523418 8/13/23-9/12/2	01-0000-0-5500.03-0000-8100-010-00-000-0000 NN				384.19
	TOTAL PAYMENT AMOUNT				384.19 *			384.19
880683/00	Andrea Geisendorf							
	PV-240222	09/20/2023	REIMB_A.Geisendorf_USPSPack	01-0000-0-4300.00-0000-2700-010-00-000-0000 NN				9.50
	TOTAL PAYMENT AMOUNT				9.50 *			9.50
008038/00	Brady Industries		942289369	99 EFT				
240053	PO-240053	09/20/2023	8312350	1	01-0000-0-4300.00-0000-8100-010-00-000-0000 NY P	780.07		780.07
240053	PO-240053	09/20/2023	8312119	1	01-0000-0-4300.00-0000-8100-010-00-000-0000 NY P	970.76		970.76
	TOTAL PAYMENT AMOUNT				1,750.83 *			1,750.83
880769/00	Brody Phillips		000000000					
	PV-240262	09/22/2023	Project for FFA	01-7010-0-5800.00-3800-1000-007-00-000-0000 NY				300.00
	TOTAL PAYMENT AMOUNT				300.00 *			300.00

BATCH: 0018 09/20/2023 << 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		

002521/00	CAROLYN CHAPMAN							
PV-240237	09/21/2023	REIMB_C.Chapman_StahlsSuppl	01-7220-0-4300.00-3800-1000-007-00-000-0000	NN		2,058.13		
		TOTAL PAYMENT AMOUNT		2,058.13 *		2,058.13		
003160/00	CENTRAL VALLEY OCCUP		99 EFT					
PV-240232	09/20/2023	00584755-00	01-0000-0-5800.00-0000-7200-010-00-000-0000	NN		596.00		
		TOTAL PAYMENT AMOUNT		596.00 *		596.00		
006170/00	Canelli Plumbing							
PV-240249	09/21/2023	3216	01-8150-0-5600.00-0000-8100-007-00-000-0000	NN		980.00		
		TOTAL PAYMENT AMOUNT		980.00 *		980.00		
006005/00	Cengage Learning							
240069	PO-240069	09/21/2023	81865067	1 01-6300-0-4100.00-1110-1000-001-00-000-0000	NN P	2,730.00	3,220.73	
		TOTAL PAYMENT AMOUNT		3,220.73 *		3,220.73		
006437/00	Chris Hon		000000000					
PV-240260	09/22/2023	Volleyball Ref 9/16/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		80.00		
		TOTAL PAYMENT AMOUNT		80.00 *		80.00		
004432/00	Christy Zimmerman							
PV-240251	09/21/2023	REIMB_C.Zimmerman_Dewars	01-7220-0-5200.00-1110-1000-007-00-000-0000	NN		175.50		
		TOTAL PAYMENT AMOUNT		175.50 *		175.50		
880740/00	Colby Barker							
PV-240227	09/20/2023	REIMB_C.Barker_ReplaceJerse	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN		101.16		
		TOTAL PAYMENT AMOUNT		101.16 *		101.16		
006019/00	Corey Hansen							
PV-240250	09/21/2023	REIMB_C.Hansen_HomelessSupp	01-5634-0-4300.00-1110-1000-010-00-000-0000	NN		153.11		
		TOTAL PAYMENT AMOUNT		153.11 *		153.11		

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FUND : 01 GENERAL FUND << 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	

880657/00	Crisis Prevention Institute							
PV-240228	09/20/2023	NAIN-027837	01-3214-0-5200.00-5001-1000-001-00-000-0000	NN				1,485.28
			TOTAL PAYMENT AMOUNT		1,485.28 *			1,485.28

880764/00	David Kimbrough	000000000						
PV-240255	09/22/2023	Volleyball Ref 9/16/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY				80.00
			TOTAL PAYMENT AMOUNT		80.00 *			80.00

000042/00	FRAZIER PARK LUMBER & ACE	922121267						
240038	PO-240038	09/20/2023	254495	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN	P	33.11
240038	PO-240038	09/20/2023	254497	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN	P	6.61
240038	PO-240038	09/20/2023	254490	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN	P	21.79
240038	PO-240038	09/20/2023	254491	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN	P	14.58
240038	PO-240038	09/21/2023	254426	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN	P	108.07
240038	PO-240038	09/21/2023	254422	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN	P	46.72
240038	PO-240038	09/22/2023	254527	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN	P	101.28
240038	PO-240038	09/22/2023	254512	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN	P	47.72
240040	PO-240040	09/21/2023	254432	1	01-7010-0-4300.00-3800-1000-007-00-000-0000	NN	P	89.61
			TOTAL PAYMENT AMOUNT		469.49 *			469.49

002421/00	Interquest Detection Canines	813354707						
PV-240223	09/20/2023	1041	01-0000-0-5800.00-1110-8300-007-00-000-0000	NY				420.00
			TOTAL PAYMENT AMOUNT		420.00 *			420.00

006161/00	Interstate Billing Service							
PV-240239	09/21/2023	01EMT8950	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN				5,470.47
PV-240239	09/21/2023	09P8962	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN				348.71
PV-240239	09/21/2023	01EMT9276	01-0000-0-5600.00-0000-3600-010-00-000-0000	NN				4,934.18
			TOTAL PAYMENT AMOUNT		10,753.36 *			10,753.36

880652/00	Irene Kimbrough	000000000						
PV-240256	09/22/2023	Volleyball Ref 9/16/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY				80.00
			TOTAL PAYMENT AMOUNT		80.00 *			80.00

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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	
880765/00	Jean Torrigiani	000000000						
PV-240257	09/22/2023	Volleyball Ref 9/16/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY			360.00	
		TOTAL PAYMENT AMOUNT	360.00 *				360.00	
008225/00	Johnny McNatt							
PV-240252	09/21/2023	REIMB_J.McNatt_MileageBaker	01-0000-0-5200.00-0000-3600-010-00-000-0000	NN			86.46	
		TOTAL PAYMENT AMOUNT	86.46 *				86.46	
003464/00	KERN MACHINERY							
PV-240238	09/21/2023	101-1095197	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN			37.38	
		TOTAL PAYMENT AMOUNT	37.38 *				37.38	
002620/00	KERN RIVER POWER EQUIPMT	000000000	99 EFT					
PV-240240	09/21/2023	153827	01-8150-0-5600.00-0000-8100-010-00-000-0000	NN			38.78	
		TOTAL PAYMENT AMOUNT	38.78 *				38.78	
000060/00	KERN TROPHIES	000000000	99 EFT					
PV-240226	09/20/2023	75146 - Plaque Award	01-3213-0-4300.00-1110-1000-007-00-000-0000	NN			24.90	
		TOTAL PAYMENT AMOUNT	24.90 *				24.90	
001611/00	LEE BIZZINI							
PV-240243	09/21/2023	REIMB_L.Bizzini_FFABBQSuppl	01-7010-0-4300.00-3800-1000-007-00-000-0000	NN			302.98	
		TOTAL PAYMENT AMOUNT	302.98 *				302.98	
008121/00	Laurie Oliver							
PV-240253	09/21/2023	REIMB_L.Oliver_AceKeys	01-6387-0-4300.00-3800-1000-001-00-000-0000	NN			20.84	
		TOTAL PAYMENT AMOUNT	20.84 *				20.84	
008041/00	Lebec Parts, LLC/CQ of Lebec							
240036	PO-240036	09/20/2023	15389-101098	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	19.81	19.81
240036	PO-240036	09/20/2023	15389-101136	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	1,113.19	1,113.19
240036	PO-240036	09/22/2023	15389-101296	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	15.69	15.69

088 EL TEJON UNIFIED	J95126	ACCOUNTS PAYABLE PRELIST	APY500	L.00.21	09/22/23	11:55	PAGE	5
		BATCH: 0018 09/20/2023	<< 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	
TOTAL PAYMENT AMOUNT				1,148.69 *			1,148.69	
001648/00 MARY HON								
PV-240258	09/22/2023	Volleyball Ref 09/16/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NN			280.00	
TOTAL PAYMENT AMOUNT				280.00 *			280.00	
880768/00 Makayla Scally 000000000								
PV-240261	09/22/2023	Volleyball Ref 09/16/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY			144.00	
TOTAL PAYMENT AMOUNT				144.00 *			144.00	
880762/00 Michelle E. Dizon 562657177								
PV-240254	09/22/2023	202 - 1/2 of addendum contr	01-3213-0-5800.00-0000-3140-010-00-000-0000	NY			1,148.50	
TOTAL PAYMENT AMOUNT				1,148.50 *			1,148.50	
880656/00 O Connor Pest Control								
PV-240241	09/21/2023	FMHS 107931 INV:170677	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN			50.00	
PV-240241	09/21/2023	FMHS 107931 INV:170641	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN			50.00	
PV-240241	09/21/2023	ET 107894 INV:170611	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN			55.00	
PV-240241	09/21/2023	ET 107894 INV:170607	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN			50.00	
TOTAL PAYMENT AMOUNT				205.00 *			205.00	
000079/00 PG&E 000000000								
PV-240247	09/21/2023	6828318149 8/6/23 - 9/5/23	01-0000-0-5500.01-0000-8100-001-00-000-0000	NN			4,144.30	
TOTAL PAYMENT AMOUNT				4,144.30 *			4,144.30	
880733/00 Palmer Tank & Construction 952873877								
240070 PO-240070	09/21/2023	4056-A	1 01-0000-0-5800.00-0000-8100-007-00-000-8544	NN F	12,903.50		17,217.25	
TOTAL PAYMENT AMOUNT				17,217.25 *			17,217.25	
008223/00 ProCare Therapy 261251927								
240076 PO-240076	09/21/2023	20758379	1 01-6500-0-5800.00-5770-3150-010-00-000-0000	NN P	3,543.25		3,543.25	
240076 PO-240076	09/21/2023	20758628	1 01-6500-0-5800.00-5770-3150-010-00-000-0000	NN P	4,221.50		4,221.50	
240076 PO-240076	09/22/2023	20764044	1 01-6500-0-5800.00-5770-3150-010-00-000-0000	NN P	4,221.50		4,221.50	

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FUND : 01 GENERAL FUND << 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 PAYMENT AMOUNT		11,986.25 *				11,986.25
000094/00	SCHWEBEL PETROLEUM CO, INC	952962284						
PV-240224	09/20/2023	288034	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN				5,419.38
		TOTAL PAYMENT AMOUNT		5,419.38 *				5,419.38
000916/00	SMALL SCHOOL DISTRICT ASS							
PV-240245	09/21/2023	17-05560	01-0000-0-5300.00-0000-7100-010-00-000-0000	NN				300.00
		TOTAL PAYMENT AMOUNT		300.00 *				300.00
003410/00	SOLUTION TREE INC							
PV-240225	09/20/2023	S280055 PO#230175	01-6266-0-5800.00-1110-1000-001-00-000-2012	NN				5,200.00
		TOTAL PAYMENT AMOUNT		5,200.00 *				5,200.00
002912/00	SOUTH VALLEY FFA SECTION							
PV-240248	09/21/2023	CA-0450 FFA T-Shirts	01-7010-0-4300.00-3800-1000-007-00-000-0000	NN				1,210.00
		TOTAL PAYMENT AMOUNT		1,210.00 *				1,210.00
880739/00	School Specialty, LLC.	852162684						
240005 PO-240005	09/20/2023	208133084930	1 01-6762-0-4400.00-1110-1000-002-00-000-1018	NY P	1,749.35			1,749.35
		TOTAL PAYMENT AMOUNT		1,749.35 *				1,749.35
003242/00	US BANK							
PV-240246	09/21/2023	510792138	01-0000-0-5600.00-0000-7200-010-00-000-0000	NN				2,423.78
		TOTAL PAYMENT AMOUNT		2,423.78 *				2,423.78
008270/00	XIT Solutions	954492720						
240105 PO-240105	09/22/2023	INV202569	1 01-3213-0-4300.00-0000-7700-010-00-000-0000	NN P	300.72			300.72
		TOTAL PAYMENT AMOUNT		300.72 *				300.72

BATCH: 0018 09/20/2023 << 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	
880766/00	Zaria Kimbrough	000000000						
PV-240259	09/22/2023	Volleyball Ref 9/16/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		144.00		
		TOTAL PAYMENT AMOUNT			144.00 *		144.00	
		TOTAL FUND	CHECKS	81,734.14 **			81,734.14	
		TOTAL FUND	EFT	2,410.51 **			2,410.51	
		TOTAL FUND	PAYMENT	84,144.65 **			84,144.65	

088 EL TEJON UNIFIED J95126 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 09/22/23 11:55 PAGE 8
 BATCH: 0018 09/20/2023 << 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							
PV-240242	09/21/2023	6887560	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN				3,433.47
			TOTAL PAYMENT AMOUNT	3,433.47 *				3,433.47

008268/00	Simply Good Food, LLC	471705302						
PV-240263	09/22/2023	12781	13-5310-0-5800.00-0000-3700-010-00-000-0000	NY				289.00
			TOTAL PAYMENT AMOUNT	289.00 *				289.00

TOTAL FUND	PAYMENT	3,722.47 **						3,722.47
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TOTAL BATCH CHECKS	85,456.61 ***	0.00		85,456.61
TOTAL BATCH EFT	2,410.51 ***	0.00		2,410.51
TOTAL BATCH PAYMENT	87,867.12 ***	0.00		87,867.12

TOTAL DISTRICT CHECKS	85,456.61 ****	0.00		85,456.61
TOTAL DISTRICT EFT	2,410.51 ****	0.00		2,410.51
TOTAL DISTRICT PAYMENT	87,867.12 ****	0.00		87,867.12

TOTAL FOR ALL DISTRICTS CHK:	85,456.61 ****	0.00		85,456.61
TOTAL FOR ALL DISTRICTS EFT:	2,410.51 ****	0.00		2,410.51
TOTAL FOR ALL DISTRICTS:	87,867.12 ****	0.00		87,867.12

Number of checks to be printed:	42, not counting voids due to stub overflows.	85,456.61
Number of EFT generated:	4	2,410.51

Batch status: A All

From batch: 0019

To batch: 0019

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

088 EL TEJON UNIFIED
BATCH 19

J93425

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 AP / VR/ CALCARD AUG 23
FUND : 01 GENERAL FUND

APY500 L.00.21 09/20/23 13:14 PAGE 1
<< 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	
003092/00	US Bank							
PV-240229	09/20/2023	AVID_Leadership Training	01-6387-0-4300.00-3800-1000-001-00-000-0000 NN				28.09	
-								
PV-240229	09/20/2023	AVID_Leadership Training	01-6387-0-4300.00-3800-1000-001-00-000-0000 NN				7.60	
-								
PV-240229	09/20/2023	Instr_Supplies_ETS	01-0000-0-4300.00-1110-1000-000-00-000-0000 NN				96.04	
-								
PV-240229	09/20/2023	CTE_FFA_ETS_Supplies	01-6387-0-4300.00-3800-1000-001-00-000-0000 NN				100.00	
-								
PV-240229	09/20/2023	Instr_Supplies_ETS	01-0000-0-4300.00-1110-1000-000-00-000-0000 NN				9.99	
-								
PV-240229	09/20/2023	Instr_Supplies_ETS	01-0000-0-4300.00-1110-1000-000-00-000-0000 NN				31.44	
-								
PV-240229	09/20/2023	AVID_PD_SD	01-6387-0-5200.00-3800-1000-001-00-000-0000 NN				85.53	
-								
PV-240229	09/20/2023	AVID_PD_SD	01-6387-0-5200.00-3800-1000-001-00-000-0000 NN				80.00	
-								
PV-240229	09/20/2023	AVID_PD_SD	01-6387-0-5200.00-3800-1000-001-00-000-0000 NN				78.07	
-								
PV-240229	09/20/2023	AVID_PD_SD	01-6387-0-5200.00-3800-1000-001-00-000-0000 NN				29.10	
-								
PV-240229	09/20/2023	Instr_Supplies_ETS	01-0000-0-4300.00-1110-1000-000-00-000-0000 NN				10.35	
-								
PV-240229	09/20/2023	AVID_PD_SD	01-6387-0-5200.00-3800-1000-001-00-000-0000 NN				20.68	
-								
PV-240229	09/20/2023	AVID_PD_SD	01-6387-0-5200.00-3800-1000-001-00-000-0000 NN				92.97	
-								
PV-240229	09/20/2023	AVID_SanDiego_Meal #1	01-6387-0-5200.00-3800-1000-001-00-000-0000 NN				66.33	
-								
PV-240229	09/20/2023	AVID_PD_Supplies	01-6387-0-5200.00-3800-1000-001-00-000-0000 NN				59.78	
-								
PV-240229	09/20/2023	AVID_PD_SD	01-6387-0-5200.00-3800-1000-001-00-000-0000 NN				14.31	
-								
PV-240229	09/20/2023	AVID_SanDiego_Meal #2	01-6387-0-5200.00-3800-1000-001-00-000-0000 NN				38.60	
-								
PV-240229	09/20/2023	Instr_Supplies_ETS	01-0000-0-4300.00-1110-1000-000-00-000-0000 NN				1,617.13	
-								
PV-240229	09/20/2023	Instr_Supplies_ETS	01-0000-0-4300.00-1110-1000-000-00-000-0000 NN				951.69	
-								
PV-240229	09/20/2023	Instr_Supplies_ETS	01-0000-0-4300.00-1110-1000-000-00-000-0000 NN				1,035.69	
-								
PV-240229	09/20/2023	Comm_Sch_Flyers_Supp	01-6331-0-4300.00-1110-3130-010-00-000-0000 NN				148.84	
-								
PV-240229	09/20/2023	CTE_ETS_Supplies	01-6387-0-4300.00-3800-1000-001-00-000-0000 NN				78.99	
-								
PV-240229	09/20/2023	Instr_Supplies_ETS	01-0000-0-4300.00-1110-1000-000-00-000-0000 NN				9.00	
-								

088 EL TEJON UNIFIED
BATCH 19

J93425

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 AP / VR/ CALCARD AUG 23
FUND : 01 GENERAL FUND

APY500 L.00.21 09/20/23 13:14 PAGE 2
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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	
003092	(CONTINUED)							
PV-240229	09/20/2023	Audible_ETS	01-0000-0-4300.00-1110-1000-001-00-000-0000	NN			14.95	
PV-240229	09/20/2023	Instr_Supplies_ETS	01-0000-0-4300.00-1110-1000-000-00-000-0000	NN			323.59	
PV-240229	09/20/2023	PD Benchmark Supplies	01-6266-0-4300.00-1110-1000-001-00-000-0000	NN			156.74	
PV-240229	09/20/2023	Plan_Book_Subscrpt	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN			15.00	
PV-240229	09/20/2023	Plan_Book_Subscrpt	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN			15.00	
PV-240229	09/20/2023	Plan_Book_Subscrpt	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN			15.00	
PV-240229	09/20/2023	Plan_Book_Subscrpt	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN			15.00	
PV-240229	09/20/2023	Plan_Book_Subscrpt	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN			15.00	
PV-240229	09/20/2023	ETS_Math_Posters	01-3010-0-4300.00-1110-1000-001-00-000-0000	NN			34.00	
PV-240229	09/20/2023	ELOP_Flyers_Supp	01-2600-0-4300.00-1110-1000-010-00-000-0000	NN			148.84	
PV-240229	09/20/2023	Math Talk_Pd_Supplies	01-0000-0-4300.00-1110-1000-010-00-000-2011	NN			76.64	
PV-240229	09/20/2023	Quickbooks/ASB-AUG 23	01-0000-0-4300.00-0000-7200-010-00-000-0000	NN			55.00	
PV-240229	09/20/2023	L.Oliver_CTE_Tenaya	01-6387-0-5200.00-3800-1000-001-00-000-0000	NN			237.22	
PV-240229	09/20/2023	Homeless_Supplies	01-3213-0-4300.00-1110-1000-001-00-000-0000	NN			933.14	
PV-240229	09/20/2023	Homeless_Supplies	01-3213-0-4300.00-1110-1000-001-00-000-0000	NN			417.81	
PV-240229	09/20/2023	Homeless_Supplies	01-3213-0-4300.00-1110-1000-001-00-000-0000	NN			128.81	
PV-240229	09/20/2023	MOT_Williams Visit-Supp	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN			36.46	
PV-240229	09/20/2023	ELOP_Equipment	01-2600-0-4300.00-1110-1000-001-00-000-0000	NN			182.88	
PV-240229	09/20/2023	Homeless_Supplies	01-3213-0-4300.00-1110-1000-001-00-000-0000	NN			17.41	
PV-240229	09/20/2023	PD Benchmark Supplies	01-6266-0-4300.00-1110-1000-001-00-000-0000	NN			21.15	
PV-240229	09/20/2023	CATA_Reg	01-6387-0-5200.00-3800-1000-001-00-000-0000	NN			140.00	
PV-240229	09/20/2023	Ace_Bins_Art	01-6385-0-4300.00-3800-1000-001-00-000-0000	NN			298.99	
PV-240229	09/20/2023	Homeless_Supplies	01-3213-0-4300.00-1110-1000-001-00-000-0000	NN			83.33	

088 EL TEJON UNIFIED
BATCH 19

J93425

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 AP / VR/ CALCARD AUG 23
FUND : 01 GENERAL FUND

APY500 L.00.21 09/20/23 13:14 PAGE 3
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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		
003092	(CONTINUED)							
PV-240229	09/20/2023	Homeless_Supplies	01-3213-0-4300.00-1110-1000-001-00-000-0000	NN		59.53		
PV-240229	09/20/2023	Instr_Supplies_ETS	01-0000-0-4300.00-1110-1000-000-00-000-0000	NN		138.52		
PV-240229	09/20/2023	Plan_Book_Subscrpt	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN		15.00		
PV-240229	09/20/2023	CTE_ETS_FFA_Supplies	01-6387-0-4300.00-3800-1000-001-00-000-0000	NN		126.52		
PV-240230	09/20/2023	V.Romero_CASBO_Cert	01-3213-0-5200.00-0000-7200-010-00-000-0000	NN		400.00		
PV-240230	09/20/2023	D.Holt_CSBA Wrkshp	01-0000-0-5200.00-0000-7100-010-00-000-0000	NN		300.00		
PV-240230	09/20/2023	Staff_Connectivity_Supplies	01-0000-0-4300.00-0000-2700-010-00-000-3016	NN		122.86		
PV-240230	09/20/2023	Staff_Connectivity_Supplies	01-0000-0-4300.00-0000-2700-010-00-000-3016	NN		144.51		
PV-240230	09/20/2023	Ready Refresh 7/28/23	01-3213-0-4300.00-0000-8100-010-00-000-0000	NN		18.21		
PV-240230	09/20/2023	AVID-Meal#1 J. Spann	01-6266-0-4300.00-1110-1000-007-00-000-0000	NN		98.08		
PV-240230	09/20/2023	DO-Business Cards	01-0000-0-4300.00-0000-7200-010-00-000-0000	NN		292.25		
PV-240230	09/20/2023	AVID-Meal#2 J. Spann	01-6266-0-4300.00-1110-1000-007-00-000-0000	NN		103.92		
PV-240230	09/20/2023	Zoom-Annual_Subscrpt.	01-3213-0-4300.00-0000-7700-010-00-000-0000	NN		4,050.00		
PV-240230	09/20/2023	Ready Refresh 8/2/23	01-3213-0-4300.00-0000-8100-010-00-000-0000	NN		75.33		
PV-240230	09/20/2023	J.Spann_AVID Training	01-6266-0-5200.00-1110-1000-007-00-000-0000	NN		1,142.73		
PV-240230	09/20/2023	C.Chapman_AVID Training	01-6266-0-5200.00-1110-1000-007-00-000-0000	NN		1,210.38		
PV-240230	09/20/2023	FFA_Bowling Day-FMHS	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN		21.00		
PV-240230	09/20/2023	FFA_Bowling-FMHS	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN		156.00		
PV-240230	09/20/2023	FFA_Bowling Fee	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN		119.51		
PV-240230	09/20/2023	ASES_FP_Supplies	01-6010-0-4300.00-1110-4000-002-00-000-0000	NN		17.08		
PV-240230	09/20/2023	FFA-bowling Day Supplies	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN		50.40		
PV-240230	09/20/2023	ASES_FP_Supplies	01-6010-0-4300.00-1110-4000-002-00-000-0000	NN		67.06		
PV-240230	09/20/2023	L.Bizzini_CTEIG_Conf_Hotel	01-6387-0-5200.00-3800-1000-007-00-000-0000	NN		221.33		

088 EL TEJON UNIFIED
BATCH 19

J93425

ACCOUNTS PAYABLE PRELIST
BATCH: 0019 AP / VR/ CALCARD AUG 23
FUND : 01 GENERAL FUND

APY500 L.00.21 09/20/23 13:14 PAGE 4
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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		
003092	(CONTINUED)							
PV-240230	09/20/2023	D.Holt_CCAC Confer Reg	01-3213-0-5200.00-0000-7200-010-00-000-0000	NN		447.70		
PV-240231	09/20/2023	Caught Being Good-Incent.	01-0044-0-4300.00-1110-1000-002-00-000-4003	NN		288.84		
PV-240231	09/20/2023	Welcome Back_Staff Supplies	01-0000-0-4300.00-0000-2700-010-00-000-3016	NN		340.11		
PV-240233	09/20/2023	PLC_PD_Supplies	01-0000-0-4300.00-1110-1000-010-00-000-1002	NN		27.76		
PV-240233	09/20/2023	PLC_PD_Supplies	01-0000-0-4300.00-1110-1000-010-00-000-1002	NN		222.45		
PV-240233	09/20/2023	PLC_PD_Supplies	01-0000-0-4300.00-1110-1000-010-00-000-1002	NN		22.36		
PV-240233	09/20/2023	Teacher_PD_BacktoSchool	01-0000-0-4300.00-1110-1000-010-00-000-2006	NN		490.64		
PV-240233	09/20/2023	Teacher_PD-Supplies	01-0000-0-4300.00-1110-1000-010-00-000-2006	NN		122.71		
PV-240234	09/20/2023	Water Truck Fuel_MOT	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		160.14		
PV-240234	09/20/2023	Water Truck Fuel_MOT	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		90.00		
PV-240234	09/20/2023	Water Truck Fuel_MOT	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		138.55		
PV-240234	09/20/2023	Water Truck Fuel_MOT	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		100.00		
PV-240234	09/20/2023	Water Truck Fuel_MOT	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		70.32		
PV-240234	09/20/2023	Water Truck Fuel_MOT	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		157.62		
PV-240234	09/20/2023	Athletics Supplies	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN		1,188.90		
PV-240234	09/20/2023	FFA Letters_AG Yard	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN		219.95		
PV-240234	09/20/2023	FFA Letters_AG Yard	01-6387-0-4300.00-3800-1000-007-00-000-0000	NN		302.83		
PV-240234	09/20/2023	Rodent Blaster_MOT	01-0000-0-4400.00-0000-8100-010-00-000-0000	NN		5,031.16		
PV-240235	09/20/2023	Aug Late Fee	01-0000-0-5800.00-0000-7200-010-00-000-0000	NN		474.70		
		TOTAL PAYMENT AMOUNT	26,919.14 *			26,919.14		
		TOTAL FUND PAYMENT	26,919.14 **			26,919.14		
		TOTAL BATCH PAYMENT	26,919.14 ***	0.00		26,919.14		

088 EL TEJON UNIFIED J93425 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 09/20/23 13:14 PAGE 5
 BATCH 19 BATCH: 0019 AP / VR/ CALCARD AUG 23 << 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		

TOTAL DISTRICT PAYMENT				26,919.14	****	0.00		26,919.14
TOTAL FOR ALL DISTRICTS:				26,919.14	****	0.00		26,919.14
Number of checks to be printed:				1, not counting voids due to stub overflows.				26,919.14

Batch status: A All

From batch: 0020

To batch: 0020

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

088 EL TEJON UNIFIED J27334 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 09/29/23 12:37 PAGE 1
 Batch 20 BATCH: 0020 09/25/2023 << 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		
008099/00	2NDGEAR LLC	832762126						
240033	PO-240033	09/28/2023	INV396688	1	01-6387-0-4400.00-3800-1000-007-00-000-0000	NY F	8,000.47	8,135.30
240033	PO-240033	09/28/2023	INV396688	2	01-3213-0-4400.00-1110-1000-007-00-000-0000	NY F	4,000.23	4,000.22
240033	PO-240033	09/28/2023	INV396688	3	01-3213-0-4400.00-1110-1000-002-00-000-0000	NY F	4,000.23	4,000.23
TOTAL PAYMENT AMOUNT					16,135.75 *			16,135.75
003441/00	ALEXANDRA CRANE							
	PV-240276	09/28/2023	REIMB_A.Crane_AcademyFieldT	01	7220-0-5200.00-1110-1000-007-00-000-0000	NN		458.16
TOTAL PAYMENT AMOUNT					458.16 *			458.16
001163/00	AT&T							
	PV-240277	09/28/2023	0824584584-092523	01	3213-0-5900.00-1110-1000-010-00-000-0000	NN		5,135.03
	PV-240277	09/28/2023	0824585585-092523	01	3213-0-5900.00-1110-1000-010-00-000-0000	NN		3,916.82
	PV-240277	09/28/2023	0484586586-092523	01	3213-0-5900.00-1110-1000-010-00-000-0000	NN		574.76
TOTAL PAYMENT AMOUNT					9,626.61 *			9,626.61
008351/00	Amazon Capital Services							
240030	PO-240030	09/28/2023	13RY-M43J-99PN	1	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN P	2,634.10	2,634.10
TOTAL PAYMENT AMOUNT					2,634.10 *			2,634.10
880682/00	American Business Machines							
	PV-240267	09/28/2023	705445	01	0000-0-5500.03-0000-8100-010-00-000-0000	NN		2,946.08
TOTAL PAYMENT AMOUNT					2,946.08 *			2,946.08
880779/00	Ana Castillo	000000000						
	PV-240289	09/28/2023	Volleyball Scorekeep 9/23	01	2600-0-5800.00-1470-4200-001-00-000-0000	NY		80.00
TOTAL PAYMENT AMOUNT					80.00 *			80.00
001466/00	Aramark Uniform Services	000000000	99 EFT					
	PV-240270	09/28/2023	2601575585	01	0000-0-4300.00-0000-8100-010-00-000-0000	NN		431.59
	PV-240270	09/28/2023	2601575584	01	0000-0-4300.00-0000-3600-010-00-000-0000	NN		261.11
TOTAL PAYMENT AMOUNT					692.70 *			692.70

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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		
003390/00	BOYS & GIRLS CLUBS OF BAKERS							
PV-240269	09/28/2023	4ETASES2324 (ET)	01-6010-0-5100.00-1110-4000-001-00-000-0000	NN		4,659.38		
PV-240269	09/28/2023	4ETASES2324 (FPS)	01-6010-0-5100.00-1110-4000-002-00-000-0000	NN		4,659.38		
		TOTAL PAYMENT AMOUNT		9,318.76 *		9,318.76		
008038/00	Brady Industries	942289369	99 EFT					
240053	PO-240053	09/28/2023	8328843	1 01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	89.64	89.64	
240053	PO-240053	09/28/2023	8328678	1 01-0000-0-4300.00-0000-8100-010-00-000-0000	NY P	349.08	349.08	
		TOTAL PAYMENT AMOUNT		438.72 *		438.72		
002503/00	CHAMPION HARDWARE INC							
240072	PO-240072	09/28/2023	158394	1 01-3213-0-4300.00-0000-8100-001-00-000-0000	NN P	3,120.00	3,120.00	
		TOTAL PAYMENT AMOUNT		3,120.00 *		3,120.00		
006437/00	Chris Hon	000000000						
PV-240278	09/28/2023	Volleyball Ref 9/26 9/27/ 9	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		440.00		
		TOTAL PAYMENT AMOUNT		440.00 *		440.00		
880774/00	Daryl Clayton	000000000						
PV-240284	09/28/2023	Volley/Football Ref 9/23 9/	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		580.00		
		TOTAL PAYMENT AMOUNT		580.00 *		580.00		
002152/00	EWING IRRIGATION PRODUCTS	000000000	99 EFT					
PV-240274	09/28/2023	20613213	01-0000-0-4300.00-0000-8100-010-00-000-0000	NN		2,144.73		
		TOTAL PAYMENT AMOUNT		2,144.73 *		2,144.73		
880771/00	Elva Alvarado	000000000						
PV-240281	09/28/2023	Volleyball Scorekeep 9/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		80.00		
		TOTAL PAYMENT AMOUNT		80.00 *		80.00		

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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		
008245/00	FINISH LINE CONSTRUCTION							
PV-240275	09/28/2023	1453 A	01-3213-0-5600.00-0000-8100-010-00-000-0000	NN		6,850.00		
		TOTAL PAYMENT AMOUNT	6,850.00 *			6,850.00		
000042/00	FRAZIER PARK LUMBER & ACE	922121267						
240038	PO-240038	09/25/2023	254560	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	48.07	48.07
240038	PO-240038	09/25/2023	254558	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	175.54	175.54
240038	PO-240038	09/25/2023	254563	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	22.91	22.91
240038	PO-240038	09/28/2023	124339	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	3.87	3.87
240038	PO-240038	09/28/2023	254602	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	529.61	529.61
240038	PO-240038	09/28/2023	254617	1	01-8150-0-4300.00-0000-8100-010-00-000-0000	NN P	330.21	330.21
240039	PO-240039	09/28/2023	254587	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	27.26	27.26
		TOTAL PAYMENT AMOUNT	1,137.47 *			1,137.47		
880778/00	Hallie Haflich	000000000						
PV-240288	09/28/2023	Volleyball Scorekeep 9/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		80.00		
		TOTAL PAYMENT AMOUNT	80.00 *			80.00		
880772/00	Jazmine Lira							
PV-240282	09/28/2023	Volleyball Scorekeep 9/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NN		80.00		
		TOTAL PAYMENT AMOUNT	80.00 *			80.00		
880765/00	Jean Torrigiani	000000000						
PV-240280	09/28/2023	Volleyball Ref 9/19 9/28	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		200.00		
		TOTAL PAYMENT AMOUNT	200.00 *			200.00		
003464/00	KERN MACHINERY							
PV-240265	09/25/2023	101-1097020	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN		159.14		
		TOTAL PAYMENT AMOUNT	159.14 *			159.14		
002620/00	KERN RIVER POWER EQUIPMT	000000000	99 EFT					
PV-240271	09/28/2023	125503	01-8150-0-5600.00-0000-8100-010-00-000-0000	NN		501.95		
		TOTAL PAYMENT AMOUNT	501.95 *			501.95		

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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		
880775/00	Lark Shillig	000000000						
PV-240290	09/28/2023	Volleyball Ref 9/26	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		80.00		
		TOTAL PAYMENT AMOUNT	80.00 *			80.00		
008041/00	Lebec Parts, LLC of Lebec							
240036	PO-240036	09/25/2023	15389-101344	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	84.37	84.37
240036	PO-240036	09/25/2023	15389-101346	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	27.32	27.32
240036	PO-240036	09/25/2023	15389-101417	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	48.26	48.26
240036	PO-240036	09/28/2023	15389-101508	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	61.77	61.77
240036	PO-240036	09/28/2023	15389-101509	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	95.96	95.96
240036	PO-240036	09/28/2023	15389-101618	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	8.93	8.93
240036	PO-240036	09/28/2023	15389-101614	1	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN P	42.92	42.92
		TOTAL PAYMENT AMOUNT	369.53 *			369.53		
880777/00	Lincoln Athletics	000000000						
PV-240287	09/28/2023	Tournament Entry Fee	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		450.00		
		TOTAL PAYMENT AMOUNT	450.00 *			450.00		
880768/00	Makayla Scally	000000000						
PV-240279	09/28/2023	Volleyball Ref 9/18 9/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		116.00		
		TOTAL PAYMENT AMOUNT	116.00 *			116.00		
880656/00	O Connor Pest Control							
PV-240291	09/28/2023	ET 107894 INV:170608	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		50.00		
PV-240291	09/28/2023	ET 107894 INV:170612	01-0000-0-5500.07-0000-8100-001-00-000-0000	NN		55.00		
PV-240291	09/28/2023	FMHS 107931 INV:170678	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN		50.00		
PV-240291	09/28/2023	FMHS 107931 INV:170642	01-0000-0-5500.07-0000-8100-007-00-000-0000	NN		50.00		
		TOTAL PAYMENT AMOUNT	205.00 *			205.00		
008223/00	ProCare Therapy	261251927						
240076	PO-240076	09/28/2023	20769478	1	01-6500-0-5800.00-5770-3150-010-00-000-0000	NN P	4,221.50	4,221.50
		TOTAL PAYMENT AMOUNT	4,221.50 *			4,221.50		

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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	

000094/00	SCHWEBEL PETROLEUM CO, INC	952962284						
PV-240268	09/28/2023	288293	01-0000-0-4300.00-0000-3600-010-00-000-0000	NN			4,382.72	
			TOTAL PAYMENT AMOUNT		4,382.72 *		4,382.72	

000214/00	SOUTHWEST SCHOOL SUPPLY							
240049	PO-240049	09/28/2023	6000193755	1	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN P	81.84	81.84
240049	PO-240049	09/28/2023	6000193754	1	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN P	8.40	8.40
240049	PO-240049	09/28/2023	6000193753	1	01-1100-0-4300.00-1110-1000-001-00-000-0000	NN P	508.34	508.34
			TOTAL PAYMENT AMOUNT		598.58 *		598.58	

880739/00	School Specialty, LLC.	852162684						
240005	PO-240005	09/28/2023	208133164897	1	01-6762-0-4400.00-1110-1000-002-00-000-1018	NY P	397.92	397.92
			TOTAL PAYMENT AMOUNT		397.92 *		397.92	

006009/00	Schools Legal Service							
PV-240264	09/25/2023	400647	D. Holt AttendanceLu	01-3213-0-5200.00-0000-7200-010-00-000-0000	NN		15.00	
			TOTAL PAYMENT AMOUNT		15.00 *		15.00	

008022/00	T-Mobile							
PV-240272	09/28/2023	970534226	8/21/23 - 9/20/23	01-3213-0-5900.00-1110-1000-010-00-000-0000	NN		800.00	
PV-240272	09/28/2023	984951571	8/21/23 - 9/20/23	01-0000-0-5500.03-0000-8100-010-00-000-0000	NN		235.78	
			TOTAL PAYMENT AMOUNT		1,035.78 *		1,035.78	

880776/00	Troop 300	000000000						
PV-240286	09/28/2023	Flag Football Tournament	01-2600-0-5800.00-1470-4200-001-00-000-0000	NN			150.00	
			TOTAL PAYMENT AMOUNT		150.00 *		150.00	

880773/00	Valeria Calderon	000000000						
PV-240283	09/28/2023	Volleyball Scorekeep	9/23	01-2600-0-5800.00-1470-4200-001-00-000-0000	NY		96.00	
			TOTAL PAYMENT AMOUNT		96.00 *		96.00	

TOTAL FUND	CHECKS	66,044.10	**	66,044.10
TOTAL FUND	EFT	3,778.10	**	3,778.10
TOTAL FUND	PAYMENT	69,822.20	**	69,822.20

088 EL TEJON UNIFIED
Batch 20

J27334

ACCOUNTS PAYABLE PRELIST
BATCH: 0020 09/25/2023
FUND : 13 CAFETERIA

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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		
000532/00	A.V.H.S.D./PINCO	000000000						
PV-240266	09/25/2023	2814269	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		905.73		
PV-240266	09/25/2023	2811478	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		145.11		
PV-240266	09/25/2023	2814252	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		3,311.10		
PV-240266	09/25/2023	2810633	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		2,211.21		
PV-240266	09/25/2023	2810670	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		861.35		
PV-240266	09/25/2023	2816138	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		2,064.18		
PV-240266	09/25/2023	2816123	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		860.40		
PV-240266	09/25/2023	2814239	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		468.00		
PV-240266	09/25/2023	2813281	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		937.00		
PV-240266	09/25/2023	2812337	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		284.40		
PV-240266	09/25/2023	2812298	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		1,259.20		
PV-240266	09/25/2023	2812296	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		943.70		
PV-240266	09/25/2023	2810933	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		193.75		
PV-240266	09/25/2023	2813249	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		617.10		
PV-240266	09/25/2023	2808989	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		3,559.00		
		TOTAL PAYMENT AMOUNT		18,621.23	*			18,621.23
003535/00	JORDANO'S							
PV-240273	09/28/2023	6891209	13-5310-0-4700.00-0000-3700-010-00-000-0000	NN		3,266.33		
		TOTAL PAYMENT AMOUNT		3,266.33	*			3,266.33
		TOTAL FUND PAYMENT		21,887.56	**			21,887.56
		TOTAL BATCH CHECKS		87,931.66	***	0.00		87,931.66
		TOTAL BATCH EFT		3,778.10	***	0.00		3,778.10
		TOTAL BATCH PAYMENT		91,709.76	***	0.00		91,709.76
		TOTAL DISTRICT CHECKS		87,931.66	****	0.00		87,931.66
		TOTAL DISTRICT EFT		3,778.10	****	0.00		3,778.10
		TOTAL DISTRICT PAYMENT		91,709.76	****	0.00		91,709.76
		TOTAL FOR ALL DISTRICTS CHK:		87,931.66	****	0.00		87,931.66
		TOTAL FOR ALL DISTRICTS EFT:		3,778.10	****	0.00		3,778.10
		TOTAL FOR ALL DISTRICTS:		91,709.76	****	0.00		91,709.76
Number of checks to be printed:	32, not counting voids due to stub overflows.							87,931.66
Number of EFT generated:	4							3,778.10