

Marysville Joint USD

Board Policy

Uniform Complaint Procedures

BP 1312.3

Community Relations

The Board of Education recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to the UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, After School Education and Safety programs, agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, career technical and technical education and training programs, child care and development programs, child nutrition programs, compensatory education, consolidated categorical aid programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other district-implemented program which is listed in Education Code 64000

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5131.62 - Tobacco)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, a

former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

11. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
222 Reasonable accommodations; lactating students
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32280-32289 School safety plan, uniform complaint procedures
33380-33384 California Indian Education Centers
35186 Williams uniform complaint procedures
44500-44508 California Peer Assistance and Review Program for Teachers
48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49013 Student fees
49060-49079 Student records
49069.5 Rights of parents
49490-49590 Child nutrition programs
49701 Interstate Compact on Educational Opportunity for Military Children
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, and military-connected students; course credits; graduation requirements
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially:
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52462 Career technical education
52500-52616.24 Adult schools
54000-54029 Economic Impact Aid
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000- 56865 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

104420 Tobacco-Use Prevention Education

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6576 Title I basic programs

6801-7014 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

CODE OF FEDERAL REGULATIONS, TITLE 34

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

CSBA: <http://www.csba.org>

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: April 22, 2008

revised: May 13, 2014

revised: July 28, 2015

revised: June 26, 2018

Marysville Joint USD

Board Policy

Uniform Complaint Procedures

BP 1312.3
Community Relations

The Board of Trustees recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints, which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation. It should be noted that school personnel shall take immediate steps to intervene when safe to do so when he or she witnesses an act of discrimination, harassment, intimidation, or bullying. (Education Code 221.5)

Complaints Subject to the UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing:

Adult Education Economic Impact Aid

After School Education and Safety Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in the school district

Agricultural Vocational Education

English Learner Programs

American Indian Education Centers and Early Childhood Education Program Assessments Every Student Succeeds Act / No Child Left Behind (Titles I-VII)

Bilingual Education Local Control and Accountability Plans (LCAP)

California Peer Assistance and Review

Migrant Education

Programs for Teachers

Career Technical Education; Physical Education
Instructional Career Technical Training Minutes (for grades on through six)

Career Technical Education Pupil Fees

Child Care and Development Reasonable Accommodations to a Lactating Pupil

Child Nutrition Regional Occupational Centers and Programs

Compensatory Education School Safety Plans

Consolidated Categorical Aid Special Education

Course Periods without Educational Content State Preschool (for grades nine through twelve)

Tobacco-Use Prevention Education

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5131.62 - Tobacco)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

5. If the Marysville Joint Unified School District finds merit in a complaint regarding Pupil Fees, Local Control and Accountability Plans (LCAP), Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in our school district, Reasonable Accommodations to a Lactating Pupil, Course Periods without Educational Content (grades nine through twelve), and Physical Education Instructional Minutes (grades one through eight), we shall provide a remedy. In the case of complaints regarding Course Periods without Educational Content, Reasonable Accommodations to a Lactating Pupil, and Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in our school district, the remedy shall go to the affected pupil. In the case of complaints regarding Pupil Fees, Physical Education Instructional Minutes and LCAP, the remedy shall go to all affected pupils and parents/guardians.

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

6. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

7. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

8. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.2 - Education of Children of Military Families)
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(cf. 6152 - Class Assignment)

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The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

(cf. 3580 - District Records)

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(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.

4. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

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54000-54029 Economic Impact Aid
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54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56865 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process

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11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

104420 Tobacco-Use Prevention Education

PENAL CODE

422.55 Hate crime; definition
 422.6 Interference with constitutional right or privilege
 CODE OF REGULATIONS, TITLE 2
 11023 Harassment and discrimination prevention and correction
 CODE OF REGULATIONS, TITLE 5
 3080 Application of section
 4600-4687 Uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs
 UNITED STATES CODE, TITLE 20
 1221 Application of laws
 1232g Family Educational Rights and Privacy Act
 1681-1688 Title IX of the Education Amendments of 1972
 6301-6576 Title I basic programs
 6801- 7014 Title III language instruction for limited English proficient and immigrant students
 7101-7184 Safe and Drug-Free Schools and Communities Act
 7201-7283g Title V promoting informed parental choice and innovative programs
 7301-7372 Title V rural and low-income school programs
 12101-12213 Title II equal opportunity for individuals with disabilities
 UNITED STATES CODE, TITLE 29
 794 Section 504 of Rehabilitation Act of 1973
 UNITED STATES CODE, TITLE 42
 2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
 2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
 6101-6107 Age Discrimination Act of 1975
 CODE OF FEDERAL REGULATIONS, TITLE 28
 35.107 Nondiscrimination on basis of disability; complaints
 CODE OF FEDERAL REGULATIONS, TITLE 34
 99.1-99.67 Family Educational Rights and Privacy Act
 100.3 Prohibition of discrimination on basis of race, color or national origin
 104.7 Designation of responsible employee for Section 504
 CODE OF FEDERAL REGULATIONS, TITLE 34
 106.8 Designation of responsible employee for Title IX
 106.9 Notification of nondiscrimination on basis of sex
 110.25 Notification of nondiscrimination on the basis of age

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U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against

National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

CSBA: <http://www.csba.org>

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

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revised: July 28, 2015

revised: June 26, 2018

revised: *(agendized 7/16/19)*

Marysville Joint USD

Administrative Regulation

Uniform Complaint Procedures

AR 1312.3

Community Relations

Except as the Board of Education may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 1312.4 - Williams Uniform Complaint Procedures)
- (cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)

Assistant Superintendent/Personnel Services
1919 B Street
Marysville, CA 95901
(530) 749.6144

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

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

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
 - d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
 - e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.
- If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.
- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

i. A foster youth, homeless student, former juvenile court school student, or child of a military family who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:

(1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

(2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

(3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

j. The complainant has a right to appeal the district's decision to CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

k. The appeal to CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

l. Copies of the district's UCP are available free of charge.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

All complainants shall be protected from retaliation.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations

governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination

(such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in

any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, and respondent if there is one, a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

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

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

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be

involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. The manner in which the misconduct affected one or more students' education
- b. The type, frequency, and duration of the misconduct

- c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
 - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
 - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

- 1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)
- 2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
- 3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision of a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

Upon notification by CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by CDE

Regulation MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
approved: March 11, 2008 Marysville, California
revised: April 22, 2008
revised: June 26, 2018

Marysville Joint USD

Administrative Regulation

Uniform Complaint Procedures

AR 1312.3

Community Relations

Except as the Board of Trustees may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

Asst. Superintendent for Personnel Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
(530) 749-6144

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint. It also should be noted, that school personnel shall take immediate steps to intervene when safe to do so when he or she witnesses an act of discrimination, harassment, intimidation, or bullying. (Education Code 221.5)

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the

complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth and homeless students, former juvenile court school students, and children of military families, students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 3260 - Fees and Charges)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court Students)

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging retaliation or unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
 - d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
 - e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

i. A foster youth, homeless student, former juvenile court school student, or child of a military family who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:

1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

j. The complainant has a right to appeal the district's decision to CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

k. The appeal to CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

l. Copies of the district's UCP are available free of charge.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on

the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

All complainants shall be protected from retaliation.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency or organization. (5 CCR 4630)

Adult Education Economic Impact Aid

After School Education and Safety Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in the school district

Agricultural Vocational Education

English Learner Programs

American Indian Education Centers and Early Childhood Education Program Assessments Every Student Succeeds Act / No Child Left Behind (Titles I-VII)

Bilingual Education

Local Control and Accountability Plans (LCAP)

California Peer Assistance and Review

Migrant Education Programs for Teachers

Career Technical Education; Physical Education Instructional Career Technical; Technical Training Minutes (for grades on through six)

Career Technical Education Pupil Fees

Child Care and Development Reasonable Accommodations to a Lactating Pupil

Child Nutrition

Regional Occupational Centers and Programs

Compensatory Education School Safety Plans

Consolidated Categorical Aid Special Education

Course Periods without Educational Content State Preschool (for grades nine through twelve)

Tobacco-Use Prevention Education

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall

ensure that all parties agree to make the mediator a party to relevant confidential information.

The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in

any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

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

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

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of

the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. The manner in which the misconduct affected one or more students' education
- b. The type, frequency, and duration of the misconduct

- c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
 - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
 - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

- 1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)
- 2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
- 3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

If the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT finds merit in a complaint regarding Pupil Fees, Local Control and Accountability Plans (LCAP), Course Periods without Educational Content (grades nine through twelve), and Physical Education Instructional Minutes (grades one through eight), we shall provide a remedy. In the case of complaints regarding Course Periods without Educational Content, the remedy shall go to the affected pupil. In the case of complaints regarding Pupil Fees, Physical Education Instructional Minutes and LCAP, the remedy shall go to all affected pupils and parents/guardians.

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision of a complaint regarding any specified federal or state educational program subject to the

UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

Upon notification by CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by CDE

Regulation MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
approved: March 11, 2008 Marysville, California
revised: April 22, 2008
revised: June 26, 2018
revised: *(agendized 7/16/19)*

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT
WITH THE Unrepresented BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on : (enter Date) 6/25/2019
Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days) 8/9/2019
Estimated Agreement Payment Date (enter Date) 7/10/2019

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

| | # FTE Represented |
|----------------------------------|-------------------|
| Certificated: <u></u> | <u></u> |
| Classified: <u>Unrepresented</u> | <u>46.75</u> |

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: (enter Begin Date) 7/1/2018
and ending on: (enter End Date) 6/30/2019

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

| Fiscal Years: | | | |
|------------------------|-----|--|--|
| Reopeners: Yes or NO ? | Yes | | |

if Yes, what Areas?

Yes, In the event another bargaining unit reaches agreement with a greater increase, a "Me, Too" clause shall go into effect.

COMPENSATION PROVISIONS

Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement
(Based on Year to Date (YTD) Actuals Projected through 6/30): \$ 1,196,514.00

Current Year Salary Cost After Settlement
(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable): \$ 1,244,375.00

| | |
|------------------------------------|--------------------|
| Total Cost Increase or (Decrease): | <u>\$47,861.00</u> |
| Percentage Increase or (Decrease): | <u>4.00%</u> |

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

| | |
|---|----------------------------------|
| Salary Increase or (Decrease) | |
| % increase or (decrease) to existing schedule | <u>2.00%</u> per employee |
| % increase or (decrease) for one-time bonus/stipend or (salary reduction) | <u>2.00%</u> per employee |
| Step & column | |
| average % annual change over the prior year schedule | <u>0.00%</u> per employee |
| TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE | <u>4.00%</u> per employee |

| | |
|---|-------------|
| Indicate Change in # of Work Days, Furlough or Additional, Related to % Change | <u>0.00</u> |
| Indicate Total # of Work Days to be provided for fiscal year: | <u>0.00</u> |
| Indicate Total # of Instructional Days to be provided for fiscal year: <u>145</u> | <u>0.00</u> |

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: *(object 3XXX less 34XX)*

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

| | |
|------------------------------------|---------------|
| Current Costs: | \$ 325,032.00 |
| Proposed Costs: | \$ 338,310.00 |
| Total Cost Increase or (decrease): | \$13,278.00 |
| Percentage Change: | 4.09% |

District Health and Welfare Plans - *Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)

Total Health and Welfare Costs:

| | |
|------------------------------------|---------------|
| Current Costs: | \$ 357,319.00 |
| Proposed Costs: | \$ 357,319.00 |
| Total Cost Increase or (decrease): | \$0.00 |
| Percentage Change: | 0.00% |

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

Unrepresented Health & Welfare monthly cap includes: Health, Vision, and Dental. The monthly cap rates are as follows: Employee - \$627.47, Employee Plus One - \$1,073.46 and Employee Plus Family - \$1,374.36.

| | | |
|---|-----------|-------|
| Current Cap: | \$ 627.47 | |
| Proposed Cap: | \$ 627.47 | |
| Average Capped Amount increase or (decrease) per employee | \$0.00 | 0.00% |

TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES (REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:

Current Year Combined Cost Before Settlement: *(data pulls from above)*

(Based on YTD Actuals Projected through 6/30 and current agreement)

| | | |
|----------|-----------------|-----------------|
| Salaries | \$ 1,196,514.00 | |
| Benefits | \$ 682,351.00 | |
| Total: | | \$ 1,878,865.00 |

Current Year Cost After Settlement: *(data pulls from above)*

(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

| | | |
|----------|-----------------|-----------------|
| Salaries | \$ 1,244,375.00 | |
| Benefits | \$ 695,629.00 | |
| Total: | | \$ 1,940,004.00 |

| | |
|--|--------------|
| TOTAL COST INCREASE OR (DECREASE) | \$61,139.00 |
| <i>(This amount should tie to the multiyear projection sections for 1XXX-3XXX)</i> | |
| PERCENTAGE CHANGE | 3.25% |
| 1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements): | \$ 15,215.46 |

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).

Retroactive to July 1, 2018, the District will provide a one-time, off schedule payment equivalent to two percent (2.0%). This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..

N/A

C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.

In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*

Minimum State Reserve Percentage (input %)

Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

| | |
|----|----------------|
| \$ | 128,056,967.00 |
| | 3% |
| \$ | 3,841,709.01 |

FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

Section 8: Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)

8/9/2019

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT Batch #'s:

| | |
|------------|----------|
| Batch #'s: | mm/dd/yy |
|------------|----------|

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Section 9: **IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS.** (Reflect both Unrestricted and Restricted General Fund Budget Amounts)
In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.

| | | Current Fiscal Year | | 2018 -2019 |
|---|------------------------|---|--------------------|---|
| | (Col. 1) | (Col. 2) | (Col. 3) | (Col. 4) |
| Latest Board-Approved Budget Before Settlement - As of 3/12/2019 | | Adjustments as a Direct Result of this Proposed Settlement | | Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too") |
| | | | | Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3) |
| OPERATING REVENUES: LCFF ADA | | ADA=9,141 | | 9,141 |
| LCFF Sources (8010-8099) | 100,954,384.00 | 0.00 | 0.00 | 100,954,384.00 |
| Remaining Revenues (8100-8799) | 24,246,524.00 | 0.00 | 0.00 | 24,246,524.00 |
| TOTAL | 125,200,908.00 | 0.00 | 0.00 | 125,200,908.00 |
| OPERATING EXPENDITURES | | | | |
| 1000 Certificated Salaries | 45,661,798.00 | 0.00 | 0.00 | 45,661,798.00 |
| 2000 Classified Salaries | 18,426,600.00 | 47,861.00 | 0.00 | 18,474,461.00 |
| 3000 Benefits | 27,192,517.00 | 13,277.00 | 0.00 | 27,205,794.00 |
| 4000 Instructional Supplies | 9,827,423.00 | 0.00 | 0.00 | 9,827,423.00 |
| 5000 Contracted Services | 14,905,621.00 | 0.00 | 0.00 | 14,905,621.00 |
| 6000 Capital Outlay | 4,522,009.00 | 0.00 | 0.00 | 4,522,009.00 |
| 7000 Other | 5,500,129.00 | 0.00 | 0.00 | 5,500,129.00 |
| TOTAL | 126,036,097.00 | 61,138.00 | 0.00 | 126,097,235.00 |
| OPERATING SURPLUS (DEFICIT) | | (835,189.00) | (61,138.00) | 0.00 |
| Other Sources and Transfers In | | 0.00 | 0.00 | 0.00 |
| Other Uses and Transfers Out | | 1,959,732.00 | 0.00 | 1,959,732.00 |
| CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE | | (2,794,921.00) | (61,138.00) | 0.00 |
| BEGINNING FUND BALANCE 9791-92 | | 33,775,134.00 | | 33,775,134.00 |
| Prior-Year Adjustments 9793-95 | | | 0.00 | 0.00 |
| NET BEGINNING BALANCE | | 33,775,134.00 | 0.00 | 33,775,134.00 |
| ENDING FUND BALANCE (EFB) | | 30,980,213.00 | (61,138.00) | 30,919,075.00 |
| COMPONENTS OF ABOVE EFB: | | | | |
| Nonspendable (9711-9719) | 350,425.00 | 0.00 | 0.00 | 350,425.00 |
| Restricted (9740) | 3,366,806.00 | 0.00 | 0.00 | 3,366,806.00 |
| Committed (9750/9760) | 2,715,549.00 | 0.00 | 0.00 | 2,715,549.00 |
| Assigned (9780) | 4,598,417.00 | 0.00 | 0.00 | 4,598,417.00 |
| Reserve Economic Uncertainties (9789) | 3,839,874.87 | 1,834.14 | 0.00 | 3,841,709.01 |
| Unassigned/Unappropriated (9790) | 16,109,141.13 | (62,972.14) | 0.00 | 16,046,168.99 |
| State Minimum Reserves % | 17.12% | Meets | | 17.06% |
| Are budgets in balance? | In Balance | OK | | In Agreement |
| Did you adjust reserves? s/b \$0 | \$0.00 | | | \$0.00 |
| FUND 17 RESERVES (9789) or N/A | \$ 1,959,732.00 | | | \$ 1,959,732.00 |

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

The difference between Column 2 and Section 5 is \$1,834.14 which is equal to 3% REU of the additional expenditures.

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

First Subsequent Year 2019 - 2020

| | (Col. 1) | (Col. 2) | (Col. 3) | (Col. 4) |
|--|---|---|--|--|
| | Latest Board- Approved Budget Before Settlement - As of <u>3/12/2019</u> | Adjustments as a Direct Result of this Proposed Settlement | Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too") | Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3) |
| OPERATING REVENUES: LCFF ADA | 9,141 | | | 9,141 |
| LCFF Sources (8010-8099) | 104,232,914.00 | 0.00 | 0.00 | 104,232,914.00 |
| Remaining Revenues (8100-8799) | 17,490,260.00 | 0.00 | 0.00 | 17,490,260.00 |
| TOTAL | 121,723,174.00 | 0.00 | 0.00 | 121,723,174.00 |
| OPERATING EXPENDITURES | | | | |
| 1000 Certificated Salaries | 47,160,285.00 | 0.00 | 0.00 | 47,160,285.00 |
| 2000 Classified Salaries | 18,850,517.00 | 0.00 | 0.00 | 18,850,517.00 |
| 3000 Benefits | 29,039,462.00 | 0.00 | 0.00 | 29,039,462.00 |
| 4000 Instructional Supplies | 6,459,021.00 | 0.00 | 0.00 | 6,459,021.00 |
| 5000 Contracted Services | 12,369,828.00 | 0.00 | 0.00 | 12,369,828.00 |
| 6000 Capital Outlay | 1,055,073.00 | 0.00 | 0.00 | 1,055,073.00 |
| 7000 Other | 3,370,636.00 | 0.00 | 0.00 | 3,370,636.00 |
| TOTAL | 118,304,822.00 | 0.00 | 0.00 | 118,304,822.00 |
| OPERATING SURPLUS/(DEFICIT) | 3,418,352.00 | 0.00 | 0.00 | 3,418,352.00 |
| Other Sources and Transfers In | | 0.00 | 0.00 | 0.00 |
| Other Uses and Transfers Out | 2,000,000.00 | 0.00 | 0.00 | 2,000,000.00 |
| CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE | 1,418,352.00 | 0.00 | 0.00 | 1,418,352.00 |
| BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB) | 30,919,075.00 | | | 30,919,075.00 |
| Prior-Year Adjustments (9792-9795) | | | | 0.00 |
| NET BEGINNING BALANCE | 30,919,075.00 | | | 30,919,075.00 |
| ENDING FUND BALANCE (EFB) | 32,337,427.00 | 0.00 | 0.00 | 32,337,427.00 |
| COMPONENTS OF EFB (above): | | | | |
| Nonspendable (9711-9719) | 350,425.00 | 0.00 | 0.00 | 350,425.00 |
| Restricted (9740) | 3,366,806.00 | 0.00 | 0.00 | 3,366,806.00 |
| Committed (9750/9760) | 1,785,549.00 | 0.00 | 0.00 | 1,785,549.00 |
| Assigned (9780) | 4,598,417.00 | 0.00 | 0.00 | 4,598,417.00 |
| Reserve Economic Uncertainties | 3,609,144.66 | 0.00 | 0.00 | 3,609,144.66 |
| Unassigned/Unappropriated (9790) | 18,627,085.34 | 0.00 | 0.00 | 18,627,085.34 |
| State Minimum Reserves % | 21.77% | Meets | | 21.77% |
| Are budgets in balance? | In Balance | OK | | In Balance |
| Did you adjust reserves? s/b \$0 | \$ - | | | \$ - |
| FUND 17 RESERVES (9789) or N/A | \$ 3,959,732.00 | | | \$ 3,959,732.00 |

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:

LCFF 100%, Unduplicated 80.99%, 3.46% COLA

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

| Second Subsequent Year 2020 - 2021 | | | |
|---|---|--|--|
| (Col. 1) | (Col. 2) | (Col. 3) | (Col. 4) |
| Latest Board- Approved Budget Before Settlement - As of _____ 3/12/2019 | Adjustments as a Direct Result of this Proposed Settlement | Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too") | Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3) |
| 9,141 | | | 9,141 |
| OPERATING REVENUES: LCFF ADA | | | |
| LCFF Sources (8010-8099) | 107,029,283.00 | 0.00 | 107,029,283.00 |
| Remaining Revenues (8100-8799) | 17,464,145.00 | 0.00 | 17,464,145.00 |
| TOTAL | 124,493,428.00 | 0.00 | 124,493,428.00 |

OPERATING EXPENDITURES

| | | | | |
|-----------------------------|-----------------------|-------------|-------------|-----------------------|
| 1000 Certificated Salaries | 48,103,491.00 | 0.00 | 0.00 | 48,103,491.00 |
| 2000 Classified Salaries | 19,227,528.00 | 0.00 | 0.00 | 19,227,528.00 |
| 3000 Benefits | 30,346,915.00 | 0.00 | 0.00 | 30,346,915.00 |
| 4000 Instructional Supplies | 6,614,683.00 | 0.00 | 0.00 | 6,614,683.00 |
| 5000 Contracted Services | 12,667,940.00 | 0.00 | 0.00 | 12,667,940.00 |
| 6000 Capital Outlay | 1,055,073.00 | 0.00 | 0.00 | 1,055,073.00 |
| 7000 Other | 3,366,936.00 | 0.00 | 0.00 | 3,366,936.00 |
| TOTAL | 121,382,566.00 | 0.00 | 0.00 | 121,382,566.00 |

OPERATING SURPLUS/(DEFICIT)

| | | | | |
|--|---------------------|-------------|-------------|---------------------|
| | 3,110,862.00 | 0.00 | 0.00 | 3,110,862.00 |
| Other Sources and Transfers In | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Uses and Transfers Out | 2,000,000.00 | 0.00 | 0.00 | 2,000,000.00 |
| CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE | 1,110,862.00 | 0.00 | 0.00 | 1,110,862.00 |

BEGINNING FUND BALANCE (9791)

(Pulls from prior year EFB)

Prior-Year Adjustments (9792-9795)

NET BEGINNING BALANCE

| | | | |
|---------------|--|--|---------------|
| 32,337,427.00 | | | 32,337,427.00 |
| | | | 0.00 |
| 32,337,427.00 | | | 32,337,427.00 |

ENDING FUND BALANCE (EFB)

| | | | |
|---------------|------|------|---------------|
| 33,448,289.00 | 0.00 | 0.00 | 33,448,289.00 |
|---------------|------|------|---------------|

COMPONENTS OF EFB (above):

(use whole rounded numbers only)

| | | | | |
|----------------------------------|-----------------|-------|------|-----------------|
| Nonspendable (9711-9719) | 350,425.00 | | | 350,425.00 |
| Restricted (9740) | 336,806.00 | | | 336,806.00 |
| Committed (9750/9760) | 855,549.00 | | | 855,549.00 |
| Assigned (9780) | 4,598,417.00 | 0.00 | | 4,598,417.00 |
| Reserve Economic Uncertainties | 3,701,476.98 | 0.00 | 0.00 | 3,701,476.98 |
| Unassigned/Unappropriated (9790) | 23,605,615.02 | 0.00 | 0.00 | 23,605,615.02 |
| State Minimum Reserves % | 26.96% | Meets | | 26.96% |
| Are budgets in balance? | In Balance | | | In Balance |
| Did you adjust reserves? s/b \$0 | \$0.00 | OK | | \$0.00 |
| FUND 17 RESERVES (9789) or N/A | \$ 5,959,732.00 | | | \$ 5,959,732.00 |

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

LCFF 100%, Unduplicated 80.70% COLA 2.86%

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

N/A

Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

Section 12: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. *(text pulls into disclosure)*:

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. *(text pulls into disclosure)*:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed LCFF.

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

| | | |
|-----|--|--------------------------|
| (A) | Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79) | Estimated \$10,893.00 |
| (B) | Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79) | \$10,134.00 |
| (C) | = Amount of Current-Year Increase or (decrease): (A) minus (B) | 759.00 |
| (D) | = Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B) | 7.49% |
| (E) | ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year) Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year) | 1.28% |
| | 9,262.10 | |
| | 9,145.41 | |
| (F) | Total LCFF % increase or (decrease) plus ADA % change | 8.77% |
| (G) | Indicate Total Settlement Percentage Change from Section 5 | 3.25% |

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

CERTIFICATION

To be signed by the **District Superintendent AND Chief Business Official** upon submission to the **Governing Board** and by the **Board President** upon formal Board action on the proposed agreement.

Districts with a Qualified or Negative Certification : Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

District Superintendent - signature

Chief Business Official - signature

Date

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on July 16, 2019, took action to approve the proposed Agreement with the Unrepresented Bargaining Unit.

President, Governing Board - signature

Date

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Marysville Joint Unified

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Unrepresented

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

06/25/19

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending for the following fiscal years

07/01/18

06/30/19

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$1,878,865.00

2. Current Year Costs After Agreement

\$1,940,004.00

3. Total Cost Change

\$61,139.00

4. Percentage Change

3.25%

5. Value of a 1% Change

15,215

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change

(% Change To Existing Salary Schedule)

2.0%

(% change for one time bonus/stipend or salary reduction)

2.0%

2. Step & Column

(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

4%

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

6. Total # of Instructional Days to be provided in Fiscal Year
(applicable to Certificated BU agreements only)

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**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Marysville Joint Unified

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

| | | |
|----|-----------------------------------|------------|
| 1. | Cost of Benefits Before Agreement | 682,351.00 |
| 2. | Cost of Benefits After Agreement | 695,629.00 |
| 3. | Percentage Change in Total Costs | 1.95% |

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

| | | |
|----|---|-------------------|
| 1. | Based On Total Expenditures and Other Uses in the General Fund of: | \$ 128,056,967.00 |
| 2. | Percentage Reserve Level State Standard for District: | 3.0% |
| 3. | Amount of State Minimum Reserve Standard: | \$ 3,841,709.01 |

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

| | | |
|----|---|------------------------|
| 4. | Reserve for Economic Uncertainties (Object 9789) | \$3,841,709.01 |
| 5. | Unassigned/Unappropriated (Object 9790) | \$16,046,168.99 |
| 6. | Total Reserves: (Object 9789 + 9790) | \$19,887,878.00 |

SPECIAL RESERVE FUND (Fund 17, as applicable)

| | | |
|----|---|----------------|
| 7. | Reserve for Economic Uncertainties (Object 9789) | \$1,959,732.00 |
|----|---|----------------|

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

| | | |
|--|--|-----------------|
| 8. | General Fund & Special Reserve Fund: | \$21,847,610.00 |
| 9. | Percentage of General Fund Expenditures/Uses | 17.06% |
| Difference between District Reserves and Minimum State Requirement | | \$18,005,900.99 |

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**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Marysville Joint Unified

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

N/A

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

H. NARRATIVE OF AGREEMENT

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed LCFF.

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**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified

SCHOOL DISTRICT

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


District Superintendent- signature

7-1-19

Date


Chief Business Official- signature

8/27/19
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on July 16, 2019 took action to approve the proposed Agreement with the **Unrepresented Bargaining Unit.**

President, Governing Board
(signature)

7/16/19
Date

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE SCHOOL DISTRICT
WITH THE BARGAINING UNIT (BU)

| | | |
|--|--------------|--|
| To be acted upon by the Governing Board at its meeting on : | (enter Date) | <input type="text" value="6/25/2019"/> |
| Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days) | | <input type="text" value="8/9/2019"/> |
| Estimated Agreement Payment Date | (enter Date) | <input type="text" value="7/10/2019"/> |

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

| | | | |
|---------------|--------------------------------------|-------------------|--------------------------------|
| Certificated: | <input type="text" value="Cabinet"/> | # FTE Represented | <input type="text" value="2"/> |
| Classified: | <input type="text" value="Cabinet"/> | | <input type="text" value="1"/> |

Section 2: PERIOD OF AGREEMENT

| | | |
|--|--------------------|--|
| The proposed agreement covers the period beginning on: | (enter Begin Date) | <input type="text" value="7/1/2018"/> |
| and ending on: | (enter End Date) | <input type="text" value="6/30/2019"/> |

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

| | | | |
|------------------------|---|--------------------------|--------------------------|
| Fiscal Years: | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Reopeners: Yes or NO ? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> | <input type="checkbox"/> |

if Yes, what Areas?

Yes, In the event another bargaining unit reaches agreement with a greater increase, a "Me, Too" clause shall go into effect.

COMPENSATION PROVISIONS

Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

| | |
|--|--|
| Current Year Salary Cost Before Settlement (Based on Year to Date (YTD) Actuals Projected through 6/30): | <input type="text" value="\$ 603,699.00"/> |
| Current Year Salary Cost After Settlement (Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable): | <input type="text" value="\$ 627,846.00"/> |
| Total Cost Increase or (Decrease): | <input type="text" value="\$24,147.00"/> |
| Percentage Increase or (Decrease): | <input type="text" value="4.00%"/> |

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

| | |
|---|---|
| Salary Increase or (Decrease) | |
| % increase or (decrease) to existing schedule | <input type="text" value="2.00%"/> per employee |
| % increase or (decrease) for one-time bonus/stipend or (salary reduction) | <input type="text" value="2.00%"/> per employee |
| Step & column | |
| average % annual change over the prior year schedule | <input type="text" value="0.00%"/> per employee |
| TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE | <input type="text" value="4.00%"/> per employee |

| | |
|--|-----------------------------------|
| Indicate Change in # of Work Days, Furlough or Additional, Related to % Change | <input type="text" value="0.00"/> |
| Indicate Total # of Work Days to be provided for fiscal year: | <input type="text" value="0.00"/> |
| Indicate Total # of Instructional Days to be provided for fiscal year: | <input type="text" value="0.00"/> |

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: (object 3XXX less 34XX)

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:

\$ 118,360.00

Proposed Costs:

\$ 123,675.00

Total Cost Increase or (decrease):

\$5,315.00

Percentage Change:

4.49%

District Health and Welfare Plans - Object 34XX (Medical, Dental, Vision, Life Insurance, Other)

Total Health and Welfare Costs:

Current Costs:

\$ 46,700.00

Proposed Costs:

\$ 46,700.00

Total Cost Increase or (decrease):

\$0.00

Percentage Change:

0.00%

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

Cabinet Health & Welfare monthly cap includes: Health, Vision, Dental, and Life. The monthly cap rates are as follows: Superintendent - \$2,477.54 and Assistant Superintendent - \$779.83.

Current Cap:

\$ 2,477.54

Proposed Cap:

\$ 2,477.54

Average Capped Amount increase or (decrease) per employee

\$0.00

0.00%

**TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES
(REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)**

Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:

Current Year Combined Cost Before Settlement: (data pulls from above)

(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries

\$ 603,699.00

Benefits

\$ 165,060.00

Total:

\$ 768,759.00

Current Year Cost After Settlement: (data pulls from above)

(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries

\$ 627,846.00

Benefits

\$ 170,375.00

Total:

\$ 798,221.00

TOTAL COST INCREASE OR (DECREASE)

\$29,462.00

(This amount should tie to the multiyear projection sections for 1XXX-3XXX)

PERCENTAGE CHANGE

3.83%

1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):

\$ 7,220.59

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).

Retroactive to July 1, 2018, the District will provide a one-time, off schedule payment equivalent to two percent (2.0%). This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..

N/A

C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.

In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*

Minimum State Reserve Percentage (input %)

Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

| | |
|----|----------------|
| \$ | 128,025,292.00 |
| | 3% |
| \$ | 3,840,758.76 |

FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

Section 8: Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)

8/9/2019

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT Batch #'s:

| | |
|------------|----------|
| Batch #'s: | mm/dd/yy |
|------------|----------|

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS. (Reflect both Unrestricted and Restricted General Fund Budget Amounts)
In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.

| | | Current Fiscal Year | | | 2018 -2019 |
|--|-------------|---|---|--|--|
| | | (Col. 1) | (Col. 2) | (Col. 3) | (Col. 4) |
| <div>Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.</div> | | Latest Board- Approved Budget Before Settlement - As of _____ 3/12/2019 | Adjustments as a Direct Result of this Proposed Settlement | Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too") | Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3) |
| OPERATING REVENUES: LCFF ADA | | ADA=9,141 | | | 9,141 |
| LCFF Sources | (8010-8099) | 100,954,384.00 | 0.00 | 0.00 | 100,954,384.00 |
| Remaining Revenues | (8100-8799) | 24,246,524.00 | 0.00 | 0.00 | 24,246,524.00 |
| TOTAL | | 125,200,908.00 | 0.00 | 0.00 | 125,200,908.00 |
| OPERATING EXPENDITURES | | | | | |
| 1000 Certificated Salaries | | 45,661,798.00 | 17,238.00 | 0.00 | 45,679,036.00 |
| 2000 Classified Salaries | | 18,426,600.00 | 6,910.00 | 0.00 | 18,433,510.00 |
| 3000 Benefits | | 27,192,517.00 | 5,315.00 | 0.00 | 27,197,832.00 |
| 4000 Instructional Supplies | | 9,827,423.00 | 0.00 | 0.00 | 9,827,423.00 |
| 5000 Contracted Services | | 14,905,621.00 | 0.00 | 0.00 | 14,905,621.00 |
| 6000 Capital Outlay | | 4,522,009.00 | 0.00 | 0.00 | 4,522,009.00 |
| 7000 Other | | 5,500,129.00 | 0.00 | 0.00 | 5,500,129.00 |
| TOTAL | | 126,036,097.00 | 29,463.00 | 0.00 | 126,065,560.00 |
| OPERATING SURPLUS (DEFICIT) | | (835,189.00) | (29,463.00) | 0.00 | (864,652.00) |
| Other Sources and Transfers In | | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Uses and Transfers Out | | 1,959,732.00 | 0.00 | 0.00 | 1,959,732.00 |
| CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE | | (2,794,921.00) | (29,463.00) | 0.00 | (2,824,384.00) |
| BEGINNING FUND BALANCE 9791-92 | | 33,775,134.00 | | | 33,775,134.00 |
| Prior-Year Adjustments 9793-95 | | | | 0.00 | 0.00 |
| NET BEGINNING BALANCE | | 33,775,134.00 | | 0.00 | 33,775,134.00 |
| ENDING FUND BALANCE (EFB) | | 30,980,213.00 | (29,463.00) | 0.00 | 30,950,750.00 |
| COMPONENTS OF ABOVE EFB: | | | | | |
| Nonspendable (9711-9719) | | 350,425.00 | 0.00 | 0.00 | 350,425.00 |
| Restricted (9740) | | 3,366,806.00 | 0.00 | 0.00 | 3,366,806.00 |
| Committed (9750/9760) | | 2,715,549.00 | 0.00 | 0.00 | 2,715,549.00 |
| Assigned (9780) | | 4,598,417.00 | 0.00 | 0.00 | 4,598,417.00 |
| Reserve Economic Uncertainties (9789) | | 3,839,874.87 | 883.89 | 0.00 | 3,840,758.76 |
| Unassigned/Unappropriated (9790) | | 16,109,141.13 | (30,346.89) | 0.00 | 16,078,794.24 |
| State Minimum Reserves % | | 17.12% | Meets | | 17.09% |
| Are budgets in balance? | | In Balance | | | In Agreement |
| Did you adjust reserves? s/b \$0 | | \$0.00 | OK | | \$0.00 |
| FUND 17 RESERVES (9789) or N/A | | \$ 1,959,732.00 | | | \$ 1,959,732.00 |

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

The difference between Column 2 and Section 5 is \$883.89 which is equal to 3% REU of the additional expenditures.

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

| First Subsequent Year 2019 - 2020 | | | |
|---|---|--|--|
| (Col. 1) | (Col. 2) | (Col. 3) | (Col. 4) |
| Latest Board- Approved Budget Before Settlement - As of <u>3/12/2019</u> | Adjustments as a Direct Result of this Proposed Settlement | Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too") | Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3) |
| 9,141 | | | 9,141 |
| OPERATING REVENUES: LCFF ADA | | | |
| LCFF Sources (8010-8099) 104,232,914.00 | 0.00 | 0.00 | 104,232,914.00 |
| Remaining Revenues (8100-8799) 17,490,260.00 | 0.00 | 0.00 | 17,490,260.00 |
| TOTAL 121,723,174.00 | 0.00 | 0.00 | 121,723,174.00 |
| OPERATING EXPENDITURES | | | |
| 1000 Certificated Salaries 47,160,285.00 | 0.00 | 0.00 | 47,160,285.00 |
| 2000 Classified Salaries 18,850,517.00 | 0.00 | 0.00 | 18,850,517.00 |
| 3000 Benefits 29,039,462.00 | 0.00 | 0.00 | 29,039,462.00 |
| 4000 Instructional Supplies 6,459,021.00 | 0.00 | 0.00 | 6,459,021.00 |
| 5000 Contracted Services 12,369,828.00 | 0.00 | 0.00 | 12,369,828.00 |
| 6000 Capital Outlay 1,055,073.00 | 0.00 | 0.00 | 1,055,073.00 |
| 7000 Other 3,370,636.00 | 0.00 | 0.00 | 3,370,636.00 |
| TOTAL 118,304,822.00 | 0.00 | 0.00 | 118,304,822.00 |
| OPERATING SURPLUS/(DEFICIT) | 3,418,352.00 | 0.00 | 3,418,352.00 |
| Other Sources and Transfers In | 0.00 | 0.00 | 0.00 |
| Other Uses and Transfers Out 2,000,000.00 | 0.00 | 0.00 | 2,000,000.00 |
| CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE | 1,418,352.00 | 0.00 | 1,418,352.00 |
| BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB) | 30,950,750.00 | | 30,950,750.00 |
| Prior-Year Adjustments (9792-9795) | | | 0.00 |
| NET BEGINNING BALANCE | 30,950,750.00 | | 30,950,750.00 |
| ENDING FUND BALANCE (EFB) | 32,369,102.00 | 0.00 | 32,369,102.00 |
| COMPONENTS OF EFB (above): | | | |
| Nonspendable (9711-9719) 350,425.00 | 0.00 | 0.00 | 350,425.00 |
| Restricted (9740) 3,366,806.00 | 0.00 | 0.00 | 3,366,806.00 |
| Committed (9750/9760) 1,785,549.00 | 0.00 | 0.00 | 1,785,549.00 |
| Assigned (9780) 4,598,417.00 | 0.00 | 0.00 | 4,598,417.00 |
| Reserve Economic Uncertainties 3,609,144.66 | 0.00 | 0.00 | 3,609,144.66 |
| Unassigned/Unappropriated (9790) 18,658,760.34 | 0.00 | 0.00 | 18,658,760.34 |
| State Minimum Reserves % 21.80% | Meets | | 21.80% |
| Are budgets in balance? In Balance | | | In Balance |
| Did you adjust reserves? s/b \$0 \$ - | OK | | \$ - |
| FUND 17 RESERVES (9789) or N/A \$ 3,959,732.00 | | | \$ 3,959,732.00 |

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:

LCFF 100%, Unduplicated 80.99%, 3.46% COLA

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Second Subsequent Year 2020 - 2021

| (Col. 1) | (Col. 2) | (Col. 3) | (Col. 4) |
|---|---|--|--|
| Latest Board- Approved Budget Before Settlement - As of <u>3/12/2019</u> | Adjustments as a Direct Result of this Proposed Settlement | Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too") | Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3) |
| OPERATING REVENUES: LCFF ADA | 9,141 | | 9,141 |
| LCFF Sources (8010-8099) | 107,029,283.00 | 0.00 | 107,029,283.00 |
| Remaining Revenues (8100-8799) | 17,464,145.00 | 0.00 | 17,464,145.00 |
| TOTAL | 124,493,428.00 | 0.00 | 124,493,428.00 |

OPERATING EXPENDITURES

| | | | | |
|-----------------------------|-----------------------|-------------|-------------|-----------------------|
| 1000 Certificated Salaries | 48,103,491.00 | 0.00 | 0.00 | 48,103,491.00 |
| 2000 Classified Salaries | 19,227,528.00 | 0.00 | 0.00 | 19,227,528.00 |
| 3000 Benefits | 30,346,915.00 | 0.00 | 0.00 | 30,346,915.00 |
| 4000 Instructional Supplies | 6,614,683.00 | 0.00 | 0.00 | 6,614,683.00 |
| 5000 Contracted Services | 12,667,940.00 | 0.00 | 0.00 | 12,667,940.00 |
| 6000 Capital Outlay | 1,055,073.00 | 0.00 | 0.00 | 1,055,073.00 |
| 7000 Other | 3,366,936.00 | 0.00 | 0.00 | 3,366,936.00 |
| TOTAL | 121,382,566.00 | 0.00 | 0.00 | 121,382,566.00 |

OPERATING SURPLUS/(DEFICIT)

| | | | | |
|--|---------------------|-------------|-------------|---------------------|
| Other Sources and Transfers In | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Uses and Transfers Out | 2,000,000.00 | 0.00 | 0.00 | 2,000,000.00 |
| CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE | 1,110,862.00 | 0.00 | 0.00 | 1,110,862.00 |

BEGINNING FUND BALANCE (9791)

| | | | | |
|------------------------------------|----------------------|--|--|----------------------|
| (Pulls from prior year EFB) | 32,369,102.00 | | | 32,369,102.00 |
| Prior-Year Adjustments (9792-9795) | | | | 0.00 |
| NET BEGINNING BALANCE | 32,369,102.00 | | | 32,369,102.00 |

ENDING FUND BALANCE (EFB)

| | | | |
|----------------------|-------------|-------------|----------------------|
| 33,479,964.00 | 0.00 | 0.00 | 33,479,964.00 |
|----------------------|-------------|-------------|----------------------|

COMPONENTS OF EFB (above):

(use whole rounded numbers only)

| | | | | |
|---------------------------------------|------------------------|-------|------|------------------------|
| Nonspendable (9711-9719) | 350,425.00 | | | 350,425.00 |
| Restricted (9740) | 336,806.00 | | | 336,806.00 |
| Committed (9750/9760) | 855,549.00 | | | 855,549.00 |
| Assigned (9780) | 4,598,417.00 | 0.00 | | 4,598,417.00 |
| Reserve Economic Uncertainties | 3,701,476.98 | 0.00 | 0.00 | 3,701,476.98 |
| Unassigned/Unappropriated (9790) | 23,637,290.02 | 0.00 | 0.00 | 23,637,290.02 |
| State Minimum Reserves % | 26.99% | Meets | | 26.99% |
| Are budgets in balance? | In Balance | | | In Balance |
| Did you adjust reserves? s/b \$0 | \$0.00 | OK | | \$0.00 |
| FUND 17 RESERVES (9789) or N/A | \$ 5,959,732.00 | | | \$ 5,959,732.00 |

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

LCFF 100%, Unduplicated 80.70% COLA 2.86%

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

N/A

Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

Section 12: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. *(text pulls into disclosure)*:

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. *(text pulls into disclosure)*:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed LCFF.

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SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

| | | |
|-----|--|--------------------------|
| (A) | Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79) | Estimated \$10,893.00 |
| (B) | Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79) | \$10,134.00 |
| (C) | = Amount of Current-Year Increase or (decrease): (A) minus (B) | 759.00 |
| (D) | = Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B) | 7.49% |
| (E) | ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year) Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year) | 1.28% |
| | 9,262.10 | |
| | 9,145.41 | |
| (F) | Total LCFF % increase or (decrease) plus ADA % change | 8.77% |
| (G) | Indicate Total Settlement Percentage Change from Section 5 | 3.83% |

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

CERTIFICATION

To be signed by the **District Superintendent AND Chief Business Official upon submission to the Governing Board** and by the **Board President upon formal Board action** on the proposed agreement.

Districts with a Qualified or Negative Certification : Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement .

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.


District Superintendent - signature

7-1-19
Date


Chief Business Official - signature

6/27/19
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on July 16, 2019 took action to approve the proposed Agreement with the Cabinet Bargaining Unit.


President, Governing Board - signature

7/16/19
Date

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Marysville Joint Unified

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Cabinet

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

06/25/19

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending for the following fiscal years

07/01/18

06/30/19

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$768,759.00

2. Current Year Costs After Agreement

\$798,221.00

3. Total Cost Change

\$29,462.00

4. Percentage Change

3.83%

5. Value of a 1% Change

7,221

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change

(% Change To Existing Salary Schedule)

2.0%

(% change for one time bonus/stipend or salary reduction)

2.0%

2. Step & Column

(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE

4%

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

6. Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)

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**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Marysville Joint Unified

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

| | | |
|----|-----------------------------------|-------------------|
| 1. | Cost of Benefits Before Agreement | 165,060.00 |
| 2. | Cost of Benefits After Agreement | 170,375.00 |
| 3. | Percentage Change in Total Costs | 3.22% |

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

| | | |
|----|--|--------------------------|
| 1. | Based On Total Expenditures and Other Uses in the General Fund of: | \$ 128,025,292.00 |
| 2. | Percentage Reserve Level State Standard for District: | 3.0% |
| 3. | Amount of State Minimum Reserve Standard: | \$ 3,840,758.76 |

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

| | | |
|----|--|------------------------|
| 4. | Reserve for Economic Uncertainties (Object 9789) | \$3,840,758.76 |
| 5. | Unassigned/Unappropriated (Object 9790) | \$16,078,794.24 |
| 6. | Total Reserves: (Object 9789 + 9790) | \$19,919,553.00 |

SPECIAL RESERVE FUND (Fund 17, as applicable)

| | | |
|----|--|-----------------------|
| 7. | Reserve for Economic Uncertainties (Object 9789) | \$1,959,732.00 |
|----|--|-----------------------|

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

| | | |
|--|--|------------------------|
| 8. | General Fund & Special Reserve Fund: | \$21,879,285.00 |
| 9. | Percentage of General Fund Expenditures/Uses | 17.09% |
| Difference between District Reserves and Minimum State Requirement | | \$18,038,526.24 |

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**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Marysville Joint Unified

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

N/A

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

H. NARRATIVE OF AGREEMENT

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed LCFF.

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**ADDENDUM TO
EMPLOYMENT CONTRACT
between
RAMIRO G. CARREÓN
and the
GOVERNING BOARD
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

This amendment to EMPLOYMENT CONTRACT BETWEEN MR. RAMIRO CARREÓN AND THE BOARD OF TRUSTEES FOR THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY, CALIFORNIA ("Amendment") is made this 16th day of July 2019, ("Effective Date"), by and between Mr. Ramiro Carreón ("Assistant Superintendent of Personnel Services"), and the Board of Trustees for the Marysville Joint Unified School District, a local education agency ("Board") (collectively the "Parties").

If accepted, Article II, Compensation, will be modified as shown:

B. Annual Adjustment to Salary

The ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES' annual compensation will be adjusted by two point zero percent (2%), retroactive to July 1, 2018, which is the same percentage increase offered to other certificated managers in the DISTRICT.

In addition, the ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES' total compensation for the 2018-19 school year shall be adjusted by an additional one-time, two point zero percent (2.0%) payment, as this, too, is the same percentage increase offered to other certificated managers in the District. This one-time payment is retroactive to July 1, 2018.

**GOVERNING BOARD OF THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

Randy L. Rasmussen, President of the Governing Board

Date

I hereby accept this offer to adjust my salary.

Ramiro G. Carreón
Assistant Superintendent/Personnel Services

Date

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**ADDENDUM TO
EMPLOYMENT CONTRACT
between
MICHAEL R. HODSON
and the
GOVERNING BOARD
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

This amendment to EMPLOYMENT CONTRACT BETWEEN MR. MICHAEL R. HODSON AND THE BOARD OF TRUSTEES FOR THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY, CALIFORNIA ("Amendment") is made this 16th day of July 2019, ("Effective Date"), by and between Mr. Michael Hodson ("Assistant Superintendent of Business Services"), and the Board of Trustees for the Marysville Joint Unified School District, a local education agency ("Board") (collectively the "Parties").

If accepted, Article II, Compensation, will be modified as shown:

B. Annual Adjustment to Salary

The ASSISTANT SUPERINTENDENT FOR BUSINESS SERVICES' annual compensation will be adjusted by two point zero percent (2%), retroactive to July 1, 2018, which is the same percentage increase offered to other classified managers in the DISTRICT.

In addition, the ASSISTANT SUPERINTENDENT FOR BUSINESS SERVICES' total compensation for the 2018-19 school year shall be adjusted by an additional one-time, two point zero percent (2.0%) payment, as this, too, is the same percentage increase offered to other classified managers in the District. This one-time payment is retroactive to July 1, 2018.

**GOVERNING BOARD OF THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

Randy L. Rasmussen, President of the Governing Board

Date

I hereby accept this offer to adjust my salary.

Michael R. Hodson
Assistant Superintendent/Business Services

Date

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