

October 04, 2021

Dr. Fal Asrani, Superintendent, Marysville Joint Unified School District
Jim Hays, Principal, Yuba Gardens Intermediate School

RE: Williams Visit – Yuba Gardens Intermediate School

Dear Dr. Asrani and Mr. Hays:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Yuba Gardens Intermediate School. The visit was a positive, professional experience with a focus by the entire staff on improving the learning of each student at Yuba Gardens Intermediate School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

Before proceeding with the report, let me define some basic terms:

- “Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
- “Facilities standards” means that each school district that receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.

- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

During the visit to Yuba Gardens Intermediate School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

School Facilities:

The facility inspection for health and safety and for the verification of the district’s facility evaluation was completed on September 7, 2021. The school’s 2021 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

Instructional Materials:

The Williams Verification Visit to Yuba Gardens Intermediate School was completed on September 3, 2021. Twenty-five percent of the classrooms were visited as required under the Williams’ statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Yuba Gardens Intermediate School.

School Accountability Report Card:

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including “good repair.” To that end, the 2019-2020 School Accountability Report Card published during the 2020-2021 school year was reviewed.

Teacher Misassignment:

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3rd quarter report.

Audit Review:

There were no audit findings for this site.

Uniform Complaint:

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2020-2021 school year (April 1st - June 30th).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,



Francisco Reveles, Ed.D., Superintendent
Yuba County Office of Education

October 04, 2021

Dr. Fal Asrani, Superintendent, Marysville Joint Unified School District
Rob Gregor, Principal, Olivehurst Elementary School

RE: Williams Visit – Olivehurst Elementary School

Dear Dr. Asrani and Mr. Gregor:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Olivehurst Elementary School. The visit was a positive, professional experience with a focus by the entire staff on improving the learning of each student at Olivehurst Elementary School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

Before proceeding with the report, let me define some basic terms:

- “Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
- “Facilities standards” means that each school district that receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.
- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

During the visit to Olivehurst Elementary School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

School Facilities:

The facility inspection for health and safety and for the verification of the district's facility evaluation was completed on September 7, 2021. The school's 2021 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

Instructional Materials:

The Williams Verification Visit to Olivehurst Elementary School was completed on September 3, 2021. Twenty-five percent of the classrooms were visited as required under the Williams' statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Olivehurst Elementary School.

School Accountability Report Card:

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2019-2020 School Accountability Report Card published during the 2020-2021 school year was reviewed.

Teacher Misassignment:

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3rd quarter report.

Audit Review:

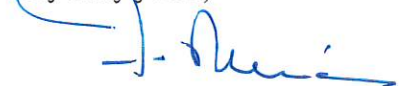
There were no audit findings for this site.

Uniform Complaint:

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2020-2021 school year (April 1st - June 30th).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,



Francisco Reveles, Ed.D., Superintendent
Yuba County Office of Education

October 04, 2021

Dr. Fal Asrani, Superintendent, Marysville Joint Unified School District
Bob Eckardt, Principal, Lindhurst High School

RE: Williams Visit – Lindhurst High School

Dear Dr. Asrani and Mr. Eckardt:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Lindhurst High School. The visit was a positive, professional experience with a focus by the entire staff on improving the learning of each student at Lindhurst High School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

Before proceeding with the report, let me define some basic terms:

- “Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
- “Facilities standards” means that each school district that receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.
- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

During the visit to Lindhurst High School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

School Facilities:

The facility inspection for health and safety and for the verification of the district's facility evaluation was completed on September 7, 2021. The school's 2021 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

Instructional Materials:

The Williams Verification Visit to Lindhurst High School was completed on August 30, 2021. Twenty-five percent of the classrooms were visited as required under the Williams' statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Lindhurst High School.

School Accountability Report Card:

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2019-2020 School Accountability Report Card published during the 2020-2021 school year was reviewed.

Teacher Misassignment:

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3rd quarter report.

Audit Review:

There were no audit findings for this site.

Uniform Complaint:

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2020-2021 school year (April 1st - June 30th).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Francisco Reveles".

Francisco Reveles, Ed.D., Superintendent
Yuba County Office of Education

October 04, 2021

Dr. Fal Asrani, Superintendent, Marysville Joint Unified School District
Randy Swann, Principal, Linda Elementary School

RE: Williams Visit - Linda Elementary School

Dear Dr. Asrani and Mr. Swann:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Linda Elementary School. The visit was a positive, professional experience with a focus by the entire staff on improving the learning of each student at Linda Elementary School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

Before proceeding with the report, let me define some basic terms:

- “Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
- “Facilities standards” means that each school district that receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.
- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

During the visit to Linda Elementary School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

School Facilities:

The facility inspection for health and safety and for the verification of the district's facility evaluation was completed on September 8, 2021. The school's 2021 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

Instructional Materials:

The Williams Verification Visit to Linda Elementary School was completed on September 1, 2021. Twenty-five percent of the classrooms were visited as required under the Williams' statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Linda Elementary School.

School Accountability Report Card:

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2019-2020 School Accountability Report Card published during the 2020-2021 school year was reviewed.

Teacher Misassignment:

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3rd quarter report.

Audit Review:

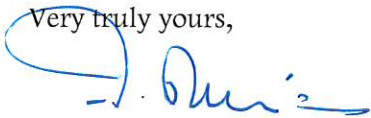
There were no audit findings for this site.

Uniform Complaint:

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2020-2021 school year (April 1st - June 30th).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,

A handwritten signature in blue ink, appearing to read "F. Reveles", is written over the closing "Very truly yours,".

Francisco Reveles, Ed.D., Superintendent
Yuba County Office of Education

October 04, 2021

Dr. Fal Asrani, Superintendent, Marysville Joint Unified School District
Rebecca Evers, Principal, Cedar Lane Elementary School

RE: Williams Visit - Cedar Lane Elementary School

Dear Dr. Asrani and Ms. Evers:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Cedar Lane Elementary School. The visit was a positive, professional experience with a focus by the entire staff on improving the learning of each student at Cedar Lane Elementary School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

Before proceeding with the report, let me define some basic terms:

- “Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
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- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

During the visit to Cedar Lane Elementary School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

School Facilities:

The facility inspection for health and safety and for the verification of the district's facility evaluation was completed on September 8, 2021. The school's 2021 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

Instructional Materials:

The Williams Verification Visit to Cedar Lane Elementary School was completed on August 30, 2021. Twenty-five percent of the classrooms were visited as required under the Williams' statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Cedar Lane Elementary School.

School Accountability Report Card:

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2019-2020 School Accountability Report Card published during the 2020-2021 school year was reviewed.

Teacher Misassignment:

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Audit Review:

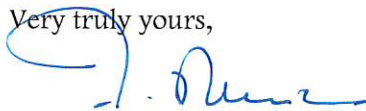
There were no audit findings for this site.

Uniform Complaint:

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2020-2021 school year (April 1st - June 30th).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,



Francisco Reveles, Ed.D., Superintendent
Yuba County Office of Education

October 04, 2021

Dr. Fal Asrani, Superintendent, Marysville Joint Unified School District
Tracy Pomeroy, Principal, Johnson Park Elementary School

RE: Williams Visit – Johnson Park Elementary School

Dear Dr. Asrani and Mrs. Pomeroy:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Yuba Gardens Intermediate School. The visit was a positive, professional experience with a focus by the entire staff on improving the learning of each student at Yuba Gardens Intermediate School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
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- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

During the visit to Yuba Gardens Intermediate School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

School Facilities:

The facility inspection for health and safety and for the verification of the district’s facility evaluation was completed on September 7, 2021. The school’s 2021 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

Instructional Materials:

The Williams Verification Visit to Johnson Park Elementary School was completed on September 1, 2021. Twenty-five percent of the classrooms were visited as required under the Williams’ statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Johnson Park Elementary School.

School Accountability Report Card:

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including “good repair.” To that end, the 2019-2020 School Accountability Report Card published during the 2020-2021 school year was reviewed.

Teacher Misassignment:

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3rd quarter report.

Audit Review:

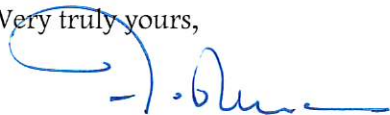
There were no audit findings for this site.

Uniform Complaint:

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2020-2021 school year (April 1st - June 30th).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,



Francisco Reveles, Ed.D., Superintendent
Yuba County Office of Education

BOARD MEETING: 11/9/2021

SCHOOL: CEDAR LANE ELEMENTARY SCHOOL

SCHOOL PRESENTATION

1. SCHOOL SITE PLAN

Purpose of the agenda item~

The purpose of the agenda item is to present the School Site Plan for the 2021-22 school year.

Background~

The Single Plan is a comprehensive document providing details about the school's planned actions and expenditures to support student outcomes and overall performance, and how these actions connect to the district's Local Control Accountability Plan (LCAP), which lays out goals for the entire district. The annual process of developing, reviewing, and updating the Single Plan is conducted by each school's School Site Council (SSC), a collaborative, advisory group made up of school staff, parents, community members, and, at the secondary level, students. Development of the Single Plan is the Council's primary responsibility, and offers schools and their respective communities an opportunity to:

- Be part of a collaborative and inclusive school support and growth process.
- Review and analyze state and local student achievement, attendance, and climate data.
- Engage the community in providing input to identify and develop school improvement priorities.
- Build relationships geared toward a mutual goal of supporting the success of all students.
- Celebrate and highlight the work of the schools in building performance and growth.

Financial Impact~

Each school site is allocated funds to support the school goals.

Recommendation~

This is an informational item only.

BOARD MEETING: 11/9/2021

SCHOOL: EDGEWATER ELEMENTARY SCHOOL

SCHOOL PRESENTATION

1. SCHOOL SITE PLAN

Purpose of the agenda item~

The purpose of the agenda item is to present the School Site Plan for the 2021-22 school year.

Background~

The Single Plan is a comprehensive document providing details about the school's planned actions and expenditures to support student outcomes and overall performance, and how these actions connect to the district's Local Control Accountability Plan (LCAP), which lays out goals for the entire district. The annual process of developing, reviewing, and updating the Single Plan is conducted by each school's School Site Council (SSC), a collaborative, advisory group made up of school staff, parents, community members, and, at the secondary level, students. Development of the Single Plan is the Council's primary responsibility, and offers schools and their respective communities an opportunity to:

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- Build relationships geared toward a mutual goal of supporting the success of all students.
- Celebrate and highlight the work of the schools in building performance and growth.

Financial Impact~

Each school site is allocated funds to support the school goals.

Recommendation~

This is an informational item only.



AGREEMENT AMENDMENT

This Amendment (hereinafter "Amendment") to the Marysville Joint Unified School District (hereinafter "Agreement") is entered into this 10th day of November, 2021, by and between **Marysville Joint Unified School District** located at 1919 B Street, Marysville, CA 95901, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Ave., Suite 235 Sacramento, CA 95825, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY and MAXIM entered into the Agreement, with an effective date of November 10, 2021.

WHEREAS, FACILITY and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to amend the Agreement to reflect the following terms and conditions.

The following rates shall be applicable as of the Effective Date listed below:

Services	Rate
BCBA	\$135/hr
Mid-Level Supervisor	\$85/hr

The terms and conditions of this Amendment are effective as of November 10, 2021. All other terms and conditions will remain unchanged as stated in the Agreement.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT

Signature



Printed Name & Title

Date

MAXIM HEALTHCARE STAFFING

E-Signed: 10/27/2021 07:23 PM EDT



jutorres@maxhealth.com
IP: 172.58.111.6

Certified Electronic Signature

Andrea Torres, Assistant Controller

Printed Name & Title

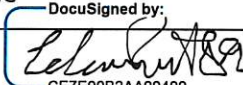
10/27/2021

Date



Amendment to Memorandum of Understanding (MOU) between Parent and
Marysville Joint Unified School District

Both parties agree that the not-to-exceed amount for the MOU dated 8/10/2021 shall be increased from \$9,918.72 to \$19,837.44. The parent will be providing additional trip to and from school increasing the mileage from 98.4 miles to 196.8 per school day for their student with special needs to and from school in lieu of utilizing district specialized transportation for the 2021-22 school year.

Contractor Name: Celene Puente
Authorized Signature: 
Date: 10/29/2021

District Acceptance: 
Jennifer Passaglia, Chief Business Official



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Memorandum of Understanding (MOU) between Parent and Marysville Joint Unified School District (District)

Date: July 9, 2021

Per the Individual Education Plan (IEP) dated 09/14/2020, parent will be reimbursed for mileage to school.

The District agrees to provide mileage reimbursement for travel to and from school on days in which school is in session. Mileage reimbursement rate paid according to the IRS Standard rate. Currently .56 cents per mile.

Parent is the responsible party for transportation/safety and assumes all liability regarding the transportation of student to school.

Home address:

4112 Donald Drive
Olivehurst, CA 95961

Student attendance will be verified monthly by the Student Services Office and parent will be reimbursed according to actual attendance of the child at a rate of:

49.2 miles to school and from school = 98.4 miles per school day x \$.56 = \$55.10 per day of attendance. Agreement is pending board approval and the district acknowledges payment beginning with August 31, 2021.

Reimbursement will be processed by the District Business Office on a monthly basis and will be sent to the address listed above.

By signing below, parties acknowledge full acceptance of the terms above:

DocuSigned by:
Telen Kur... 7/13/2021
CE7E09B2AA00400...

Parent Signature

Date:

Date of Board Approval:

8/10/21

Penny Lausens 8/10/21
Business Services Date:
Penny Lausens, ASST. Supt. of Business Services

Business Services Department

Approval: *PZ*

Date: 7-28-21



SUBSCRIPTION AGREEMENT & TERMS OF USE

SERVICE: inCloudSM SaaS Software Usage with American Time Network-Enabled Products (Wi-Fi Clocks and PoE Clocks)

IMPORTANT – PLEASE READ CAREFULLY: This American Time & Signal, LLC (“American Time”) Subscription Agreement & Terms of Use (“Agreement”) is a legal agreement between you (the person or entity identified in the sales order as licensee, referred to in this Agreement as “you” or “customer”) and American Time as licensor, and governs your use of the inCloud management portal (“Service”) to manage American Time network-enabled products (“Products”). The Service also includes any updates that American Time may make available to you from time to time, to the extent that such items are not accompanied by a separate license agreement or terms of use.

AMERICAN TIME PROVIDES THE SERVICE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. WITH YOUR SIGNATURE YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHTS TO THE USE OF THIS SERVICE AND SHOULD NOT ACCESS OR USE THE SERVICE IN ANY WAY.

American Time will provide the necessary information, via email, to allow your authorized users to access the Service. The Service and connected American Time network-enabled products are protected by copyright, trade secret and other laws applicable to proprietary and intellectual property rights.

1. GRANT OF LICENSE. Subject to the terms and conditions of this Agreement, American Time grants to you a limited, non-exclusive and non-transferable right to access the Service and any explanatory materials, such as guides, manuals, training materials, and descriptions regarding the Service (collectively, “Documentation”), solely for your own internal business operations and affiliated users or entities. American Time may from time to time provide enhancements or improvements to the features/functionality of the Service, which may include software patches, bug fixes, updates, upgrades and other modifications (“Updates”). Updates may modify or delete certain features and/or functionalities of the Service. You agree that American Time has no obligation to provide any Updates or continue to provide or enable any particular features and/or functionalities of the Service to you. All Updates are deemed to constitute an integral part of the Service and subject to the terms and conditions of this Agreement.

2. INTELLECTUAL PROPERTY RIGHTS. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party, any intellectual property rights or other right, title, or interest in or to the Service, Documentation, Service Data or other materials or technology provided or made available to you or any authorized user in connection with the Service, including information, data, or other content derived from American Time’s monitoring of your access to or use of the Service. American Time reserves all rights in the Service, Documentation, Service Data and other materials and technology provided or made available to you in connection with the Service, that is not expressly granted to you in this Agreement, including ownership of all intellectual property rights therein. You agree that you will take no action inconsistent with American Time’s intellectual property rights.

3. DATA COLLECTION AND USE. The Service employs applications and tools designed to connect, monitor, report and transmit to you and American Time certain data in connection with the use and performance of the Service and Products managed by the Service. By entering into this Agreement, or using the Service, you understand and acknowledge that American Time will monitor the use of the Service and agree that American Time, in its sole and absolute discretion, may collect and analyze data and other information in connection with and relating to your use and the provision and performance of the Service and related systems and technologies (“Service Data”) for

Business Services Department

Approval: 

Date: 10/29/24

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the purpose of improving or enhancing the Service and other present and future American Time products and services and other development, diagnostic and corrective purposes related thereto. All right, title, and interest in the Service Data, and all intellectual property rights therein, belong to and are retained solely by American Time.

You understand and acknowledge that the collection of Service Data may employ applications and tools that collect information relating to an identified or identifiable individual, sensitive data or other information about you or other end users (including end user's name, address, e-mail address and payment details), your computers (including without limitation information regarding network, hardware type, device ID, IP address, location, content, usage patterns of Products and specific features, etc.) (collectively, "Personal Data") related to the provision, operation, support and improvement of the Service and Products. By entering into this Agreement, or using the Service, you and any other end users agree to the collection, processing, backup, transfer and use of the Personal Data by American Time and its service providers as part of the Service or its support.

4. LIMITATIONS AND RESTRICTIONS. You may use the Service only in the conduct of your own internal business operations, and will not directly or indirectly:

- a. License, sublicense, sell, rent, distribute, transmit, disclose or otherwise assign your rights under this Agreement to any other person or entity, unless expressly authorized by American Time in writing;
- b. Use the Service for any purpose other than as permitted under this Agreement;
- c. Modify, adapt or create derivative works of the Service or Documentation;
- d. Reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code of any software accessed through use of the Service;
- e. Make the functionality of the Service available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by American Time in writing; or
- f. Conceal or alter any American Time product identification, copyright, proprietary, intellectual property notices, or marks appearing on the Documentation or Products or in connection with the Service.

5. NO WARRANTY; DISCLAIMER. THE SERVICE IS PROVIDED "AS IS, WHERE IS AND WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AMERICAN TIME EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE AND DOCUMENTATION, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, AMERICAN TIME MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE SERVICE'S USE OR PERFORMANCE, OR THAT THE OPERATION OF THE SERVICE WILL BE FAIL-SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS; OR WORK WITH OTHER THIRD-PARTY INTEGRATIONS.

6. LIMITATION OF LIABILITY. IN NO EVENT WILL AMERICAN TIME BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, WITHOUT BEING LIMITED TO, LOSS OF PROFIT, LOSS OF DATA, LOSS OF USE, PROMOTIONAL OR OPERATING EXPENSES, OVERHEAD, DOWNTIME, INJURY TO REPUTATION OR LOSS OF BUSINESS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AMERICAN TIME WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AMERICAN TIME'S AGGREGATE

SUBSCRIPTION AGREEMENT & TERMS OF USE

LIABILITY FOR ANY CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED YOUR TOTAL SUBSCRIPTION PRICE FOR THE THEN CURRENT TERM OF THE SERVICE IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

7. INDEMNIFICATION. You agree to unconditionally indemnify and defend American Time, its affiliates, and their respective officers, directors, managers, employees, contractors, representatives, and agents (each, an "American Time Indemnified Party") against all claims, liabilities and expenses (including court costs and reasonable attorney fees) that an American Time Indemnified Party incurs as a result of or in connection with (a) any third-party claims arising from: (i) your failure to obtain any consent, authorization or license required for American Time's collection and/or use of Service Data, software, materials, systems, networks or other technology provided by you under this Agreement; (ii) your use of the Service in a manner not authorized by this Agreement; (iii) your use of the Service with any equipment or technology not provided or authorized by American Time; (iv) any claims, costs, damages and liabilities whatsoever asserted by any of your affiliates, subcontractors, representatives or authorized agents; (v) any violation by you of applicable laws; and (b) any reasonable costs and attorneys' fees required for American Time to respond to a subpoena, court order or other official government inquiry regarding your use of the Service.

8. MODIFICATION, SUSPENSION AND DISCONTINUATION OF SERVICE. American Time reserves the right to modify, suspend or discontinue, temporarily or permanently, all or any portion of the Service, at any time with or without notice and without liability to you. American Time shall use commercially reasonable efforts to provide advance notice to you of any Service modification, suspension or discontinuation that may affect your access to or use of the Service, and to provide updates regarding resumption of access to the Service following any Service suspension. American Time will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur as a result of a Service modification, suspension or discontinuation.

9. TERM AND TERMINATION. The initial term of this Agreement shall be for the period specified in the sales order after which this Agreement will automatically renew for successive one (1) year periods unless notice of non-renewal is provided by you at least thirty (30) days prior to the end of the then-current term, or unless this Agreement is earlier terminated by American Time under Section 8, or upon written notice if (i) you fail to cure a breach of any term of this Agreement, including failure to pay any amount owed to American Time when due, within thirty (30) days after written notice of such breach is given by American Time; or (ii) you (a) become insolvent or are generally unable to pay, or fail to pay, your debts as they become due; (b) file or have filed against you, a petition for voluntary or involuntary bankruptcy or otherwise become subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) make or seek to make a general assignment for the benefit of your creditors; or (d) apply for or have appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of your property or business.

Upon expiration or termination of this Agreement, you shall immediately cease use of the Service and your access to the Service shall be terminated. Termination of this Agreement will not limit any of American Time's rights or remedies for any breach by you of any of your obligations under the Agreement prior to expiration or termination.

No expiration or termination will affect your obligation to pay all fees that may have become due before such expiration or termination or entitle you to any refund.

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10. FEES; PAYMENT. The fees for the initial term of the Service are set forth in the sales order. Fees for subsequent renewal terms will be invoiced at least forty-five (45) days prior to the expiration of your then current term. All fees are payable in full within thirty days (30) of the invoice.

The fees charged by American Time hereunder do not include any taxes or similar charges. You will be responsible for all applicable sales, use, value added, excise and any other charges of any kind imposed by any federal, state, or local governmental or regulatory authority related to your payment under this Agreement.

11. RELATIONSHIP. The parties are independent contractors under this Agreement and expressly disclaim any partnership, franchise, joint venture, agency, employer/employee, fiduciary or other special relationship. Neither party intends this Agreement to benefit or create any right or cause of action in or on behalf of, any person or entity other than the parties. This Agreement is not intended to benefit a third-party beneficiary of any kind.

12. SEVERABILITY. If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated in this Agreement be consummated as originally intended to the greatest extent possible.

13. FORCE MAJEURE. In no event will American Time be liable or responsible to you, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond American Time's reasonable control ("Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. In the event of any failure or delay caused by a Force Majeure Event, American Time shall give prompt written notice to you stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14. GOVERNING LAW; SUBMISSION TO JURISDICTION. This Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal or state courts of the State of Minnesota in each case located in the city of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address shall be effective service of process for any suit, action or other proceeding brought in any such court.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between American Time and you relating to its subject matter and supersedes all prior oral or written proposals, and all communications between the parties relating to its subject matter.



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16. **ASSIGNMENT.** You cannot assign or otherwise transfer this Agreement or any of your rights or obligations under this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without American Time's prior written consent. No authorized assignment will relieve you of any of your obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

17. **AMENDMENT AND MODIFICATION; WAIVER.** No amendment or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.



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Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

American Time

American Time Customer Project Number: 13887

American Time Representative: (printed): Rebecca Kaiser

NAME (signature): Rebecca Kaiser

TITLE: Sales Operation Specialist

DATE: 10/29/2021

Customer

Company Name: Marysville Joint USD

NAME (printed): Jennifer Passaglia

NAME (signature): _____

TITLE: CBO

PHONE: 530-749-6115

EMAIL: jpassaglia@mjusd.com

DATE: _____

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

License Agreement between Marysville Joint Unified School District and Foothill Food Pantry

This License Agreement (the "Agreement") is by and between Marysville Joint Unified School District ("Licensor") and Foothill Food Pantry ("Licensee"), collectively referred to as the Parties and individually as Party.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. GRANT OF LICENSE

A. TERM

This Agreement:

- (1) Shall be effective as of November 1, 2021; and
- (2) Shall terminate on October 31, 2025 unless either renewed or terminated earlier in accordance with Paragraph 2 below.

B. DESCRIPTION OF PREMISES

Licensee is granted a license to occupy and use, subject to all the terms and conditions of this Agreement, property located in County of Yuba, California, as further described on Exhibit A which is attached to this Agreement (the "Property").

C. LICENSE IS LIMITED TO DESCRIBED PURPOSE

- (1) The Property may be used for the storage of goods and supplies for distribution of commodities through the Foothill Food Pantry and for no other purpose such as actual distribution of commodities to the public from the Property, offices or meeting place.
- (2) The License also encompasses use for incidental purposes that are directly related to the described purpose.

2. RENEWAL AND TERMINATION OF LICENSE

A. RENEWAL

The Parties may extend the Term of this Agreement by mutual agreement in writing.

B. TERMINATION

Either Party may terminate this Agreement, at any time, by giving written notice to the other which specifies the date of termination.

- (1) Any notice of termination must be given not less than thirty (30) business days prior to the date specified in such notice for the date of termination.
- (2) Termination shall have no effect on the post-Agreement obligations of the Licensee (including removing personal property, cleaning, and decontamination) which shall expressly survive.

C. DESTRUCTION OF PROPERTY

Should the Property, or any essential part of the Property, be destroyed by fire or other casualty, this Agreement shall immediately terminate. In the case of partial destruction, this Agreement may be terminated by either Party in accordance with 2.B. above.

D. INSOLVENCY

If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination. Such notice shall be given not less than twenty (20) business days prior to the date specified in such notice for the date of termination.

3. OBLIGATIONS OF LICENSEE DURING TERM OF LICENSE

LICENSEE shall:

- A. Pay for all utilities supplied to the Property, including but not limited to water, gas, heat, power, telephone service, internet, garbage service, etc.
- B. At its sole cost, keep and maintain the Property and every part thereof in good and sanitary condition. Such obligation shall include but not be limited to, janitorial services, maintenance, and repairs to the Property.

- C. To the extent applicable, comply with all applicable guidance, recommendations and directives related to COVID-19 issued by the Centers for Disease Control, California Department of Public Health and/or Dr. Phuong Luu, Yuba-Sutter County Health Officer.
- D. Upon termination of this License, restoration, de-contamination and clean-up of the Property, and delivery to the Licensor a certificate in the form attached as Exhibit D. The Property shall be surrendered to Licensor in the same condition as when received, reasonable use and wear and tear excepted and to remove all of Licensee's personal property (including signs) from the Property.

4. INDEMNITY

A. GENERALLY

To the furthest extent permitted by California law, the Licensee shall indemnify, defend, and hold free and harmless the Licensor from any Claim to the extent that the Claim arises out of, pertains to, or relates to:

- (1) the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of the Licensee, its officials, officers, employees, contractors, subcontractors, consultants, sub or consultants; or

Note: The preceding provision shall also specifically include any person (including a volunteer) authorized to be on the premises of the Property by the Licensee.

- (2) the Licensee's use of the Property pursuant to this Agreement; or the Licensee's performance pursuant to this Agreement.

B. INDEMNIFIED PARTIES, DEFINED

The "Indemnified Parties" are the Licensor, its officers, consultants, employees, and trustees.

C. CLAIM, DEFINED

A "Claim" consists of:

- (1) actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative, or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's, and consultants' fees and causes of action to property or persons, including personal injury and/or death,

- (2) except that a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Licensors.

D. DEFENSE COUNSEL

The Licensors may accept or reject legal counsel the Licensee proposes to defend the Licensors with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Licensors at the Licensee's expense against a Claim set forth in Section 3.A.(3) above.

5. INSURANCE

The Licensee shall procure and maintain at all times it utilizes the Property or acts pursuant to this Agreement; the insurances specified in Exhibit C to this Agreement.

6. PAYMENTS

Licensee shall pay Licensors for usage pursuant to this License as set forth in Exhibit B.

7. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the County of Yuba, and the State of California.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and any prior understandings or representation of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

9. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

10. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each Party as set forth below:

TO LICENSOR:

Marysville Joint Unified School District
Attention: Jennifer Passaglia, Chief
Business Official
1919 B Street
Marysville, CA 95901

TO LICENSEE:

Foothill Food Pantry
Attention: Lisa Baker, President/Executive
Director
PO Box 373
Dobbins, CA 95935

11. ATTORNEYS' FEES

If any lawsuit is filed to enforce a term of this Agreement, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called upon to pay, a reasonable sum for the successful Party's attorneys' fees.

12. ASSIGNMENT OF RIGHTS

The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

13. GENERAL PROVISIONS ON TERMINATION

A. On any termination of this Agreement, Licensee shall:

- (1) quit the Property and shall remove from the Property all property that Licensee has installed in, on, or attached to the Property.
- (2) clean and restore the Property as specified in Section 14, below.

B. Any termination of this Agreement, howsoever caused, shall be entirely without prejudice to the rights of Licensor that have accrued under this Agreement prior to the date of such termination.

14. CLEANING REQUIREMENTS AND STANDARDS

A. The Property, both inside facilities and outside facilities, shall be:

- (1) cleaned in accordance with District cleaning standards; and
- (2) to the extent applicable, decontaminated in accordance with Centers for Disease Control standards, for COVID-19 and other medical protocols.

The Licensee shall certify in writing to the Licensor (substantially in the form set forth in Exhibit D) that cleaning, and decontamination have been completed.

B. All cleaning and decontamination standards shall be those in effect at the time of the Licensee's exit from the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date set forth above.

LICENSOR:

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT

By: _____

Name: _____

Its: _____

LICENSEE:

FOOTHILL FOOD PANTRY

By: _____

Name: _____

Its: _____

EXHIBIT A
To License Agreement between
Marysville Joint Unified School District
and
Foothill Food Pantry

PROPERTY DESCRIPTION

Lake Francis Grange Hall situated in the County of Yuba, State of California, commonly known as "Old Dobbins School," described as follows:

All that certain real property situated in Section 32 Township 18 North, Range 7 East, M.D.B. & M, Yuba County, California described as follows: Commencing at the one quarter section corner on the Southern line of said Section 32 and running thence on the line running Northerly and Southerly through the center of said Section 32, North 01°, 29', 13" West, 1050.61 feet; thence leaving said Northerly and Southerly line through the center of said Section 32 and running on the Southerly line of that certain parcel as described in Volume 26 Official Records, at page 19 Yuba County records, North 79°, 29' East, 286.35 feet to the true point of beginning of the herein described parcel; thence from said true point of beginning and continuing on the Southerly and Easterly line of said parcel described in Volume 26 Official Records at page 19, then following courses and distances: North 79°, 29' East, 24.03 feet and North 00°, 28' 30" East, 32.50 feet thence South 73°, 25; 00" East, 153.56 feet to a point in a county road; thence on said road South 27°, 4' 35" West, 189.91 feet; thence leaving said road North 60 °, 40' 15" West, 155.67 feet; thence North 28°, 13' 03" East, 111.99 feet to the place of beginning and containing 0.603 acres.

EXHIBIT B
To License Agreement between
Marysville Joint Unified School District
and
Foothill Food Pantry

PAYMENT FOR LICENSE

The total fee for the License is Five (\$5.00) Dollars to be paid in full within thirty (30) days of execution of this Agreement. If this Agreement is terminated early, there shall be no reimbursement of the fee paid.

Such fee has been arrived at based upon the community use and Licensee's responsibility to cover the costs of all utilities, maintenance and repairs to the Property as set forth in Paragraph 3 of the Agreement.

EXHIBIT C
To License Agreement between
Marysville Joint Unified School District
and
Foothill Food Bank

INSURANCE REQUIREMENTS

A. Requirements

Licensee shall purchase and maintain, during the life of this Agreement, the insurances set forth below with limits of not less than those specified.

B. Insurances

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, death, and Medical Payments	
Each Occurrence	\$1,000,000
General Aggregate	\$3,000,000

Automobile Liability Insurance - Any Auto	
Each Occurrence	\$1,000,000
General Aggregate	\$3,000,000
Professional Liability	\$5,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

C. General Provisions

1. The terms and conditions of the insurance policy, and the insurance carrier, shall be acceptable to Marysville Joint Unified School District.

2. Certificate of Insurance and Endorsements

Before occupancy, Licensee shall provide Licensor with a Certificate of Insurance evidencing not less than the coverages required above. Marysville Joint Unified School District shall be named as an additional insured and Licensee must provide endorsements (not certificates) to Licensor naming Marysville Joint Unified School District as an additional insured. Such endorsements shall provide that Licensor be given at least thirty (30) days' prior written notice of any cancellation of intention not to renew, or any material change in, such coverage.

3. Licensee shall not continue its use of the Property until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the Licensor and approved by the Licensor. Certificates and insurance policies shall include the following:

- a. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to Marysville Joint Unified School District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- b. Language stating those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- c. An endorsement stating that the Marysville Joint Unified School District and the State and their representatives, employees, trustees, officers, consultants, and volunteers are named as additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Licensee's insurance policies shall be primary to any insurance or self-insurance maintained by Licensor.

- d. All policies shall be written on an occurrence form.
- e. Lessee assumes all risk of loss of any commodities, goods, or property stored on the property whether by theft, fire, flood, water damage, insect damage, vandalism or any other natural occurrence, calamity or act of God.

EXHIBIT D
To License Agreement between
Marysville Joint Unified School District
and
Foothill Food Bank

CERTIFICATE OF CLEANING/DECONTAMINATION
and
RESTORATION OF PREMISES

Foothill Food Bank certifies that:

1. Licensee has Cleaned and Decontaminated the Property in accordance with the terms and conditions of the Agreement with Licensors; and
2. Licensee has fully restored the Property to a condition that is at least equal to the condition which existed at the time of commencement of Licensee's use of the Property pursuant to the Agreement.

Foothill Food Bank



By: _____

Dated: October 21, 2021

Grant Award Notification

GRANTEE NAME AND ADDRESS Gary Cena, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				21	14968	72736	01
Attention Amber Watson				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services				Resource Code	Revenue Object Code		Yuba
Telephone 530-749-6178				5370	8220		INDEX
Name of Grant Program Fresh Fruit and Vegetable Program							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$260,135.46		\$260,135.46	0	10-1-21	6-30-22	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
10.582	7CA310CA1	Fresh Fruit and Vegetable Program				USDA	

Dear Superintendent Cena:

I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.

To formally accept this second allocation, please use the **secure electronic signature process** provided in this award email (via Adobe Sign) **within 10 business days**. As the **authorized child nutrition program representative**, you are set up as the authorized signer in Adobe Sign. Food service directors/managers are cc'd with view only access. Upon completion, all parties will receive a final PDF copy by email.

Mailed documents will **not** be processed. You are voluntarily agreeing to complete this form / transaction electronically. If you do not wish to do so, please immediately contact the Analyst below to explain why.

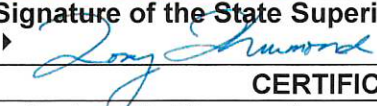
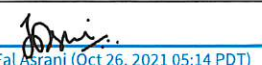
California Department of Education Contact Sauncerae Gans		Job Title Analyst	
E-mail Address sgans@cde.ca.gov		Telephone 916-323-6775	
Signature of the State Superintendent of Public Instruction or Designee 		Date September 27, 2021	

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. I intend that this transaction be completed by electronic means, and my signature below is intended to be as binding as a physical signature.

Printed Name of Authorized Agent Fal Asrani	Title Superintendent
E-mail Address fasrani@mjusd.com	Telephone (530) 714-6000
Signature  Fal Asrani (Oct 26, 2021 09:28 PDT)	Date Oct 26, 2021

Grant Award Notification

GRANTEE NAME AND ADDRESS Gary Cena, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				21	15332	72736	0
Attention District Superintendent or School Administrator				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services Division				Resource Code	Revenue Object Code		58
Telephone 530-749-6178				5454	8290		INDEX
Name of Grant Program Team Nutrition Training Grant							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$6,502.00		\$6,502.00		7-1-21	8-31-22	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.574	8CA300150	2021 Team Nutrition Training Grant			USDA		
I am pleased to inform you that you have been funded for the Team Nutrition Taste of California Standardized Recipe Challenge (Taste of CA Challenge) Grant supplemental funding.							
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.							
To formally accept this supplemental funding, please use the secure electronic signature process provided in this award email (via Adobe Sign) within 20 business days . As the authorized child nutrition program representative , you are set up as the authorized signer in Adobe Sign. Food service directors/managers are cc'd with view-only access. Upon completion, all parties will receive a final PDF copy by email.							
Mailed documents will not be processed. You are voluntarily agreeing to complete this form / transaction electronically. If you do not wish to do so, please immediately contact the Analyst below to explain why.							
California Department of Education Contact Elia Bassin				Job Title Analyst			
E-mail Address CArecipes@cde.ca.gov					Telephone 916-322-0403		
Signature of the State Superintendent of Public Instruction or Designee 					Date October 15, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS <i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Fal Asrani				Title Superintendent			
E-mail Address fasrani@mjuds.com					Telephone 530-741-6000		
Signature  Fal Asrani (Oct 26, 2021 05:14 PDT)					Date Oct 26, 2021		

Merchant Agreement for Service, Site, and Convenience Fee Processing

This agreement (the "Agreement") is made by and between Titan School Solutions Inc. (the "Company" or "Titan") and Marysville Joint Unified School District (the "Merchant") whose name and address are shown on the Merchant ACH Processing Authorization Form attached to this Agreement.

1. **Purpose of Agreement.** This Agreement provides for the Company's credit and debit software (the "Software") that may reside in one, some or all of the following:
 - a. Terminal(s) Hardware, Virtual Terminal(s), Swiped Card Terminal(s), a Website, Mobile App, or an Interactive Voice Response (IVR) system, to be utilized by Merchant's customers to effectuate electronic payments in person, online or over the phone.
 - b. The Software will have access to appropriate Debit, Credit and Public Access networks (the "Networks") and third-party processors (the "Processor") and a bank or banks (the "Settlement Bank"), each of which will be selected by the Company.
 - c. The Software will calculate and add to the original sale transaction amount a service-fee, site-fee, or convenience-fee (collectively "CC Fees") that will be charged to the Merchant's customer.
 - d. The Software will facilitate (at Company's option) some or all of the following: the acceptance of debit cards, credit cards and stored value cards electronic transactions, the use of such forms of electronic funds transfer as the Company may elect, including electronic transfers from Merchant's bank, and the use of electronic checks, and the transfer of funds received from the Settlement Bank to the Merchant's designated Merchant Account (the "Merchant Account").
 - e. The providing by the Company of the Software and access to the Networks, Processor and Settlement Bank is referred to in this Agreement as the Service. The Merchant desires that the Company provide Service, and the Company wishes to do so. The Service may be expanded by the Merchant upon written request to the Company. The Software that is provided pursuant to this Agreement is licensed for use by the Merchant and its customers, and is not sold. That license is revocable by the Company at any time and will automatically terminate upon termination, or expiration of this Agreement.

2. Fees

- a. Routing of Funds. The Company shall act on the Merchant's behalf with the Processor and the Visa and MasterCard member bank. As such (i) all bankcard processing statements will be received by Company, but Merchant is able to request copies if they wish; (ii) POS transactions are split-settled by Company where the payment amount is directly settled into the Merchant's business checking account (DDA) by the Visa and MasterCard Member bank, and CC Fees are settled with Company; (iii) The Merchant is able to view payment settlement records with 24/7 online access to our system.
- b. Convenience-Fees, Site Fees, and Service-Fees (CC Fees). Appropriate CC Fees will be added to the amount that the customer pays for the product or service, but will belong to the Company.

Business Services Department
Approval : 
Date: 10/29/21

The amount of such CC Fees is:

Online Meal Account Payments (Initial One Below)

- X Parent/Cardholder pays fees. Parent/Cardholder pays fees. Meal Account Deposits: Fixed Rate of \$2.60 per transaction (Do Not complete page 5)
- District pays fees. Purchases and Meal Account Deposits: Fixed Rate of \$2.60 per transaction. (Please complete Page 5)
- District and Parent/Cardholder split fees. District pays Purchases and Meal Account Deposits in the amount of 0.0 \$ per transaction. Parent/Cardholder pays Purchases and Meal Account Deposits in the amount of: 0.0 \$ per transaction. (Please complete Page 5)

TITAN Online Store Purchases (Initial One Option Below)

- Parent/Cardholder pays fees. Parent/Cardholder pays fees. Store Purchases: 3.95% transaction with a minimum fee of \$2.60 per transaction. (Do Not complete page 5)
- District pays fees. 3.95% of the transaction amount per transaction with a minimum fee of \$2.60 per transaction. (Please complete Page 5)
- District and Parent/Cardholder split fees. District pays Purchases and Meal Account Deposits in the amount of: % of the transaction amount per transaction with a minimum fee of 0.0 \$ per transaction. Parent/Cardholder pays Purchases and Meal Account Deposits in the amount of: % of the transaction amount per transaction with a minimum fee of 0.0 \$ per transaction. (Please complete Page 5)

- c. Chargebacks and Returns If for any reason, or no reason, the Company is assessed a Chargeback or Return from the Processor, the Merchant agrees that the Company may debit the Merchant's designated bank account for the amount of the Chargeback or Return and any associated fees.

3. Term.

- a. The term of this Agreement shall begin on the day the Agreement is executed by the Company and shall continue in force for an initial term of twelve (12) months (the "Initial Term").
- b. If neither party notifies the other party of its intention to terminate this Agreement at least sixty (60) days prior to the end of the Initial Term or any Renewal Term, the term of this Agreement will be automatically extended for a period of twelve (12) months (a "Renewal Term") on the same terms as stated herein.

4. Termination for Cause.

- a. Either Party may terminate this Agreement for cause in the event of a material breach by the other party, which breach is not cured within thirty (30) days after written notice of such breach is provided to the other party.

5. Termination by Company.

- a. Company may terminate this Agreement at any time upon written notice to the Merchant in the event the provision of the services hereunder is determined by Company in its sole discretion to violate any statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the services), or in the event that any statute, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by Company.

6. Termination For Convenience.

- a. Either party may terminate this agreement for convenience upon 60 days prior written notice to the other party.

7. Indemnity and Hold Harmless.

- a. Both parties agree to indemnify, hold harmless and defend each other, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) either party's breach of this agreement; (b) any violation of federal, state and/or local law, known or unknown, related to, arising out of or connected with your clients in anyway. (c) Any and all civil or regulatory actions connected with Merchant's users and/or clients and the products and/or services provided by Merchant. (d) Any and all activities related to Merchant's official practices.

8. Access to Records; Audit.

- a. Company shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials related to Merchant transactions under this Agreement on file for Merchant. During term of agreement, transaction data is available for up to 2 years online, and up to two (2) more subsequent years past data will be made available to the Merchant by mail.

9. Compliance with Laws, Rules, and Regulations.

- a. Services performed by Company pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and city laws and any rules or regulations promulgated there under.

10. Severability.

- a. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

11. Nondiscrimination.

- a. During the performance of this Agreement, Company shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Company shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

12. Conflict of Interest.

- a. Company warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Company further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Company shall promptly notify Merchant of the existence of such conflict of interest so that Merchant may determine whether to terminate this Agreement. Company further warrants its compliance with the Political Reform Act (Government

by the Court.

14. **Licenses.**

- a. If a license of any kind, which term is intended to include evidence of registration, is required of Company, its representatives, agents or subcontractors by federal, state or local law, Company warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

15. **Governing Law and Jurisdiction:**

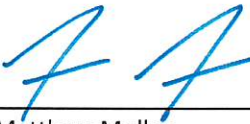
- a. This agreement shall be governed by, interpreted and construed in all respects in accordance with and under the laws of the state California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below:

Company:
Titan School Solutions Inc.

Merchant:
Marysville Joint Unified School District

Signed:



Signed:

Name: Matthew Muller

Name: Jennifer Passaglia

Title: Chief Revenue Officer

Title: Chief Business Official

Date: October 29, 2021

Date:

FROM: Halee Pomeroy, Executive Assistant to
Francisco Reveles Ed.D., County Superintendent
Yuba County Office of Education

DATE: September 9, 2021

SUBJECT: **Date of Annual Organizational Board Meeting**

Education Code § 35143 The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members of the date and time selected for the meeting.

Education Code § 72000(c)(2)(A) *makes the same provision for a community college district.*

To comply with this requirement, please note the action of your district governing board by completing the statement that appears below. Please indicate if local charter provisions or other rules prevail relative to such an organizational meeting. Please return one copy to Francisco Reveles, Ed.D., County Superintendent, within 10 days of the organizational meeting, retaining a copy for your district files.

Pursuant to § 35143 and § 72000(c)(2)(A) of the Education Code the

Governing Board of The Marysville Joint USD **at its**

Name of School District

November 9th, 2021 Board Meeting, scheduled the Annual Organizational Meeting as:

<u>12/14/2021</u>	<u>5:30 p.m.</u>	<u>District Office</u>
<small>Date</small>	<small>Time</small>	<small>Place</small>
<u>Secretary/Clerk</u>		<u>11/9/2021</u>
<u>Dr. Fal Asrani</u>		<u>Date</u>

Please return to Halee Pomeroy, Executive Assistant to the Superintendent, 935 14th Street, Marysville 95901
halee.pomeroy@yubacoe.k12.ca.us

**BEFORE THE BOARD OF TRUSTEES
FOR THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 2021-22/10

**Resolution Calling for State Officials to Recommend and Not Require the COVID-19
Vaccine for Students and Staff**

WHEREAS, California Governor Gavin Newsom announced on October 1, 2021, that California would be the first state in the nation to require all students to be vaccinated; and

WHEREAS, Governor Newsom’s announcement stated students will be required to be vaccinated, or complete an approved exemption form for in-person learning, starting the term following Federal Drug Administration (FDA) full approval of the vaccine for their grade span (7-12 and K-6); and

WHEREAS, Governor Newsom also directed the California Department of Public Health (CDPH) to add the COVID-19 vaccine to the list of vaccinations required for in-person school attendance – such as measles, mumps, and rubella – under Health and Safety Code sections 120325–120380; and

WHEREAS, unless the COVID-19 vaccine is added to the list of vaccinations required for in-person school attendance as directed by Governor Newsom, Health and Safety Code section 120338 permits a personal belief exemption from the vaccination requirement; and

WHEREAS, if the California Legislature expressly lists the COVID-19 vaccine in Health and Safety Code sections 120325–120380, the personal belief exemption option would be removed; and

WHEREAS, COVID-19 vaccine requirements will apply to all “pupil(s) of any private or public elementary or secondary school(s)” (Health & Safety Code section 120335(b)) and will be a condition of in-person attendance, and any student who is not vaccinated, and does not complete an approved exemption form, may remain enrolled in independent study but may not attend in-person instruction; and

WHEREAS, Governor Newsom commented that adults in the school setting should be held to the same standards as students for the COVID-19 vaccine; and

WHEREAS, Marysville Joint Unified School District, and all other California school districts already struggle to find qualified employees for both certificated and classified positions, and the COVID-19 vaccine requirement is likely to create more difficulties in this area resulting in more vacant positions; and

WHEREAS, Marysville Joint Unified School District has operated in-person learning safely since reopening in the Fall of 2020 without available vaccines or COVID-19 vaccination mandates for most of that time; and

WHEREAS, Marysville Joint Unified School District parents have expressed concern regarding the lack of research on the potential long-term effects of the COVID-19 vaccine on children; and

WHEREAS, Marysville Joint Unified School District supports local control and decision making; and

WHEREAS, Marysville Joint Unified School District supports individual and parental rights to choose whether to vaccinate themselves or their children; and

WHEREAS, Marysville Joint Unified School District understands that it has an obligation to comply with State and local laws, and directives from the CDPH, regarding the COVID-19 vaccine requirements for students and staff; and

WHEREAS, Marysville Joint Unified School District understands that should the COVID-19 vaccine become a requirement for students or staff in public schools in California, then it must comply with such a requirement.

NOW THEREFORE, BE IT RESOLVED:

1. The Board of Trustees of the Marysville Joint Unified School District respectfully asks that the State of California Legislature not require the COVID-19 vaccine for students and staff of TK-12 Local Education Agencies.
2. The Board of Trustees of the Marysville Joint Unified School District will petition the State of California for the COVID-19 vaccine to be a recommendation and not a requirement for students and staff of TK-12 Local Education Agencies.
3. This Resolution will be shared in the California Department of Public Health input sessions which are required for the COVID-19 vaccine to be added to the list of required vaccines.

PASSED AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District on this 9th day of November 2021 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Signed and approved by me after its passage.

Dr. Fal Asrani
Secretary to the Board of Trustees

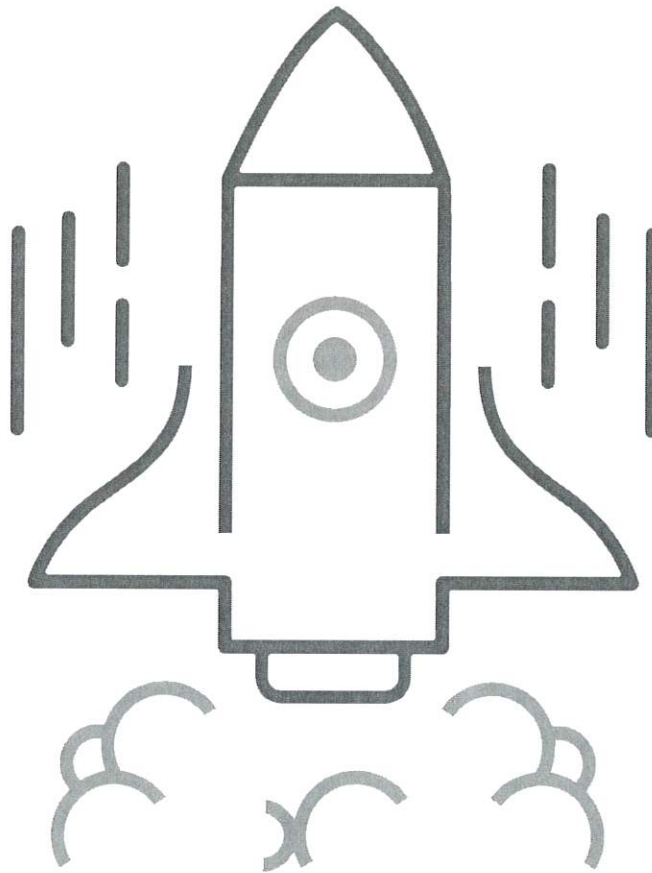
Randy Rasmussen
President, Board of Trustees



FEV TUTOR

LIVE 1:1 ONLINE TUTORING

PROPOSAL



Accelerating Learning Outcomes and **Effecting**
Change in Education

Business Services Department

Approval: *[Signature]*
Date: 11-1-21

Prepared For:

District: Marysville Joint Unified School District

Department:

Address: 1919 B Street

Marysville, CA 95901

Proposal Issued: November 1, 2021

Proposal Expires: December 1, 2021

Academic Year: AY21-22 Starting on Nov 15

Proposal #: NE458967

// Quote:

PREPARED FOR:

School/District:
Marysville Joint Unified School District
Address:

CONTACT INFO:

Name
Jennifer Passaglia
Title:
Director
Email:
jpassaglia@mjud.k12.ca.us

FEV TUTOR CONTACT:

Name:
Parisa Moradi
Phone Number:
925-998-4258 / parisa.m@fevtutor.com
Email:
parisa.m@fevtutor.com

Live 1:1 Online Tutoring School/District Software License

Academic Year/Duration:

AY21-22 Starting on Nov 15

Number of Students (approx):

TBD

Program Type:

ESSA Approved Instructional Support & 24/7 Homework Help

Instructional Hours Included:

10,000

License Cost: **\$260,000**

Upon a signed renewal contract, unused instructional hours will roll over to the following academic year. Without a signed renewal contract, unused hours will expire at 12/31/2022. Additional hours can be added to the license in blocks at \$26.00 per hour/student.

// Terms and Conditions

// Term 1

School/District Software Licenses include:

- ✓ Professional Development and Training
- ✓ Targeted Tutoring Content (all grades and core subjects)
- ✓ License Activation and Maintenance
- ✓ Dedicated Academic Program Manager
- ✓ 24/7 Data and Reporting Access
- ✓ Academic Impact Data Analysis
- ✓ Initial Student and Administration License Set Up
- ✓ Unlimited Student, Teacher, and Admin Licenses
No limit on number of students enrolled - time is interchangeable among students
- ✓ Development of Personalized Tutoring Plans
- ✓ Access to FEV Tutor family and Student Engagement Team
- ✓ Time Used is Prorated Based on Usage
(No Charge for Absences)
- ✓ 24/7 Support

// Term 2

Upon the receipt of Purchase Order, FEV Tutor will invoice the full license fee* (flat fee for the entire academic year) and then FEV Tutor will activate the license, set up the program, and start professional development and training. Software license is available on demand. Once activated, license are non-refundable.

*additional hours can be added to the license in blocks at \$26.00/hour/student

// Term 3

GRANT HOURS (expire on 6/30/2022 and do not roll over):

Focus Care Inc. dba FEV Tutor Inc (Service Provider) & CLIENT (School/District Partner) FERPA and Data Sharing Commitment:

1. **Confidentiality and Use.** Service Provider agrees (i) to maintain the confidentiality of all “CLIENT” Data and to safeguard “CLIENT” Data from unauthorized access; (ii) to use the “CLIENT” Data solely for the purpose of performing the Services; (iii) to limit disclosure of and access to the information solely to Service Provider employees who need to access the information to perform the Services; (iv) to inform these employees of their obligation under this Agreement to maintain the confidentiality of “CLIENT” Data; and (v) to not disclose any “CLIENT” Data to a third party, except as strictly necessary to perform the Services under the Agreement or otherwise required by law, but only after reasonable prior notice to “CLIENT”. Other than as required to perform the Services or its obligations under the Agreement, Service Provider shall not contact any individual associated with “CLIENT” directly through email or other means, nor shall Service Provider cooperate in any way to permit any third party make such contact. Within 60 days of termination of the Agreement, Service Provider shall destroy the “CLIENT” Data or, if “CLIENT” requests within this 60 day period, return the “CLIENT” Data to “CLIENT”.
2. **Security.** Service Provider shall utilize all appropriate administrative, physical and technical security measures to ensure the confidentiality, integrity, and security of “CLIENT” Data, including, without limitation, industry-accepted fire walls, encryption, current security patches, virus protection measures and access controls. Service Provider shall abide by any security measures reasonably requested from time to time by “CLIENT” Information Technology Services. “CLIENT” reserves the right to modify any “CLIENT” information resource, including any software, hardware, or network configuration, in order to protect “CLIENT” Data against any security vulnerabilities.
3. **FERPA.** Service Provider acknowledges that “CLIENT”, as an educational institution, is subject to legal obligations with respect to the privacy of student information. Service Provider acknowledges that the “CLIENT” Data may include personally identifiable student education records (“Education Records”), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act (“FERPA”). To the extent that “CLIENT” Data includes Education Records, Service Provider acknowledges and agrees that (i) Service Provider shall be deemed to be a “School Official” under “CLIENT”’s Student Education Records Policy and must abide by the terms and conditions of this Policy and FERPA with respect to Service Provider’s use and handling of Education Records; (ii) Service Provider shall be under “CLIENT”’s direct control with respect to use and maintenance the handling of Education Records; and (iii) without limiting any other provision of this Agreement, Service Provider may not disclose the information to any third party without the prior written consent of the student as required by FERPA. Service Provider shall also take any action reasonably requested by “CLIENT” to adhere to its obligations under FERPA or otherwise protect the privacy and confidentiality of Education Records.
4. **Breaches.** If any Service Provider has any reason to believe that a breach of this Agreement has occurred or that the security, confidentiality or integrity of any “CLIENT” Data could have been compromised or subject to unauthorized access, Service Provider shall (a) immediately notify “CLIENT”; (b) in cooperation with “CLIENT”, take prompt action to thoroughly investigate the incident or potential incident and mitigate any harm flowing from the incident in conjunction with “CLIENT”; (c) in cooperation and consultation with “CLIENT”, make any required notifications to third parties at Service Provider’s expense; and (d) take prompt action to prevent any similar incidents from occurring, including, without limitation, the installation of appropriate patches or software within 24 hours of Service Provider’s discovery of the incident. In the event of material breach of this Agreement by Service Provider or a security breach for which Service Provider is responsible, “CLIENT” shall have the right to terminate the Agreement without penalty upon written notice to Service Provider. In the event of either breach, Service Provider shall cooperate with “CLIENT” in responding to the breach and shall reimburse “CLIENT” for any out-of-pocket expenses “CLIENT” incurs in its response, including, without limitation, expenses incurred in notifying individuals affected by the breach and/or costs incurred in procuring or providing alternative services.
5. **Compliance with Laws.** Service Provider shall comply with all applicable laws, regulations and rules in connection with its access to or handling of “CLIENT” Data, including, without limitation, those that are specifically described in this Agreement (collectively, “Applicable Laws”). Service Provider shall indemnify and hold “CLIENT”, and its trustees, employees, and agents, harmless from any claims, damages, costs, and expenses (including, without limitation, reasonable attorneys’ fees) arising out of any failure by Service Provider to be in compliance with Applicable Laws.

Focus Care Inc. dba FEV Tutor Inc | 500 W. Cummings Park #2700, Woburn, MA 01801

www.fevtutor.com | edu@fevtutor.com

// Payment Method

- // Please email any Purchase Orders, Contracts and any other Purchasing Documentation to be processed to **Billing@fevtutor.com**. If you need to reach us by phone please contact: 781-376-6925
- // FEV Tutor invoices full license fee (flat fee for entire academic year) upon receipt of Purchase Order and will then activate licenses, set program up and start Professional Development and Training.

// Acceptance

// Please Sign

Marysville Joint Unified School District

Focus Care Inc., dba FEV Tutor Inc.
Tax ID: 03-0428625

Signature

Jennifer Passaglia

Full Name (Print)

Director /CBO

Title

Date

Signature

Parisa Moradi

Full Name (Print)

925-998-4258 / parisa.m@fevtutor.com

Contact

November 1, 2021

Date

Please complete this section to help ensure timely program launch:

Contact Person for Billing:

Full Name

Title

Email

Contact Person for Student Rosters and/or Data:

Full Name

Title

Email

Policy 0415: Equity

Status: Pending

Original Adopted Date: 11/09/2021 | Last Revised Date: 10/26/2021 | Last Review Date: 11/09/2021

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions
2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.
3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities
4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students
5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups
6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need
7. Promoting the employment and retention of a diverse staff that reflects the student demographics of the community
8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices
9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on all indicators

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

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

policy.

State References

5CCR4900-4965

Ed. Code 200-262.4

Ed. Code 52077

Ed. Code 60040

Gov. Code 11000

Gov. Code 11135

Pen. Code 422.55

Pen. Code 422.6

Federal References

20 USC 1400-1482

20 USC 1681-1688

20 USC 1681-1688

20 USC 2301-2414

20 USC 6311

20 USC 6312

28 CFR 35.101-35.190

28 CFR 36.303

29 USC 794

34 CFR 100.1-100.13

34 CFR 104.1-104.39

34 CFR 106.1-106.61

42 USC 12101-12213

42 USC 2000d-2000d-7

42 USC 2000e-2000e-17

Management Resources References

Center for Urban Education Publication

CSBA Publication

CSBA Publication

CSBA Publication

CSBA Publication

CSBA Publication

CSBA Publication

CSBA Publication

CSBA Publication

Description

Nondiscrimination in elementary and secondary education programs

Educational equity; prohibition of discrimination on the basis of sex - <https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==>

Local control and accountability plan

Selection of instructional materials

Definitions

Nondiscrimination in programs or activities funded by state

Definition of hate crime

Civil rights; crimes

Description

Individuals with Disabilities in Education Act

Discrimination based on sex or blindness, Title IX

Title IX, 1972 Education Act Amendments

Strengthening Career and Technical Education for the 21st Century Act

State plan

Local educational agency plan

Americans with Disabilities Act

Auxiliary aids and services

Rehabilitation Act of 1973, Section 504

Nondiscrimination in federal programs, effectuating Title VI

Section 504 of the Rehabilitation Act of 1973

Discrimination on the basis of sex, effectuating Title IX

Americans with Disabilities Act

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964, as amended

Description

Protocol for Assessing Equity-Mindedness in State Policy, 2017

Climate for Achievement Governance Brief Series, 2015

African-American Students in Focus: Closing Opportunity and Achievement Gaps for African-American Students, 2016

African-American Students in Focus: Demographics and Achievement of California's African-American Students, 2016

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, 2016

The School Board Role in Creating the Conditions for Student Achievement, 2017

Latino Students in California's K-12 Public Schools, 2016

Math Misplacement, 2015

Meeting California's Challenge: Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017

Meeting California's Challenge	Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017
Website	Center for Urban Education - https://simbli.eboardsolutions.com/SU/qnyzq73DSqicXQo1BS708A==
Website	California Safe Schools Coalition - https://simbli.eboardsolutions.com/SU/WemZSI34fz0YvWHUM4trDg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jg5DcA2RawmY2VZ5FZQ==

Cross References

Description

0000	Vision - https://simbli.eboardsolutions.com/SU/UHPDUhR6A4GlzK8vB5cLUQ==
0000	Vision - https://simbli.eboardsolutions.com/SU/wjCAHplusDS7XVK25lqVEWncg==
0100	Philosophy - https://simbli.eboardsolutions.com/SU/qUcN6YEXqXhigTmLkw5wiQ==
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/p9rC4p45dofOJDj7ke0uA==
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/kiubilay7JUPlIHn3dg03A==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/UoIQX6i68xJBA1oSpS4pyA==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/6J3d8tYhplat4cAyloxoyg==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/qeJNgKHnqu05aVdpveHP6A==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/yEtWRplusnADRnvkfhZrV8ig==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/iVugr0PWFqllObs7YNizzw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/dvEdJjEmaPbCsGGny9BLFA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/qV2o7t6RM2WV8wiWlftUA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/CkdK56mVeeT97PeO2zh9Tg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/ztRS3K6PtQVaaplusa5iZiVOW==
3100	Budget - https://simbli.eboardsolutions.com/SU/vMjlsllhOSsUn2xOXsPW9WfQ==
3100	Budget - https://simbli.eboardsolutions.com/SU/t5EuLunn2pxD39Zblwplus1MQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/3nwijxXwxTvcbslshnUmQ7wg==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/bYvOyBeCTbRywwiVR4kLUQ==
3290	Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/hhvD7XXd43T2iO48nFUMg==
3600	Consultants - https://simbli.eboardsolutions.com/SU/FSe8OimXI3cUZNI LNADsuA==
4113	Assignment - https://simbli.eboardsolutions.com/SU/CG4ySqT62WDUKnCnVMel9g==

4131	Staff Development - https://simbli.eboardsolutions.com/SU/P605goBlgsZIMBTMlcko3A==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/gMwkvIplumXqQzLIJplusvTzicQ==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/Sqv04y3VdHBFTmdZslsh7u1RQ==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/7b3cokldGrMS7AmEzKKv8w==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yoqBxj2aJPLsg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/W4qrsishW0okbp2NslshwGDR4dFA==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/slshplus1zoHbTXZgO50kcplusslshbPuQ==
6141.5	Advanced Placement - https://simbli.eboardsolutions.com/SU/s4cEypalslsh8FA74U4slshoAslshw==
6141.5	Advanced Placement - https://simbli.eboardsolutions.com/SU/HpuMZx7BXzNgOpluswf8b61QQ==
6142.6	Visual And Performing Arts Education - https://simbli.eboardsolutions.com/SU/nut7O5LTR5vE4rTCGwVaUA==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/oIEslshbFggKB1WACslsh7XPOs4Q==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/Wh3R6fUi7XkslshohnKR4wZ6g==
6152.1	Placement In Mathematics Courses - https://simbli.eboardsolutions.com/SU/WsxGhOiDT2ykMlaZi0vsxQ==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/IV0Q2SI2v0SAli4a2z1y8g==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/0plusdjS7RHilbLjBjVMHRXKA==
6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/SBc8HbzazRNslshcG4utTzn0A==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0lu94WTlkBQyYM1Zlnv4slshA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/07Y79PzwtoaJqUYfdKDNHw==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/slshggINA5plusuhNyS9rMAAtgSg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/tVTMCplusrXOGVVlxJBLWmSlshiA==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/2g3ThEb0EZ1WVK7dkXhZww==
6173-E(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/v2wr3aihgn9WKZwJocjsug==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/8oWQrF3sP2Sh2mHAozfVnQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/yg7E5yJxVslsh7jDWT48vmB9Q==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/cX5UYDpgrN8qZYzJzo1WqA==

6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/keb3XSPCslshBQT3kihNXaoPw==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/qde1IXslshL0V51Lsn92thLZQ==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/wQv4k6VnsANVLWniQslshOXzw==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/n3kYdccnLTpkIQHS5ljdEA==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/xWUfOZoW5Ka824l2PQsUJA==
9310	Board Policies - https://simbli.eboardsolutions.com/SU/hxOzFL5VGS1w4lF7U0E5nQ==

Policy 5145.3: Nondiscrimination/Harassment

Status: Pending

Original Adopted Date: 03/11/2008 | Last Revised Date: 10/26/2021 | Last Reviewed Date: 11/09/2021

The Board of Education desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's web site in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. The Superintendent shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

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

State References

5 CCR 432

5 CCR 4600-4670

5 CCR 4900-4965

Civ. Code 1714.1

Ed. Code 200-262.4

Ed. Code 48900.3

Ed. Code 48900.4

Ed. Code 48904

Ed. Code 48907

Ed. Code 48950

Ed. Code 48985

Ed. Code 49020-49023

Ed. Code 49060-49079

Ed. code 49060-49079

Ed. Code 51500

Ed. Code 51501

Ed. Code 60044

Gov. Code 11135

Pen. Code 422.55

Pen. Code 422.6

Description

Student records

Uniform complaint procedures

Nondiscrimination in elementary and secondary education programs

Liability of parent or guardian for act of willful misconduct by a minor -
<https://simbli.eboardsolutions.com/SU/NSknepFduiYWusJFnU3r9Q==>

Educational equity; prohibition of discrimination on the basis of sex -
<https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==>

Suspension or expulsion for act of hate violence

Suspension or expulsion for threats or harassment

Liability of parent/guardian for willful student misconduct

Exercise of free expression; rules and regulations

Speech and other communication

Translation of notices

Athletic programs

Student records

Student records

Prohibited instruction or activity

Prohibited means of instruction

Prohibited instructional materials

Nondiscrimination in programs or activities funded by state

Definition of hate crime

Civil rights; crimes

Federal References

20 USC 1681-1688

28 CFR 35.107

29 USC 794

34 CFR 100.3

34 CFR 104.7

34 CFR 104.8

34 CFR 106.8

34 CFR 106.9

34 CFR 110.25

34 CFR 99.31

42 USC 12101-12213

42 USC 2000d-2000e-17

42 USC 2000h-2-2000h-6

Description

Title IX of the Education Amendments of 1972

Nondiscrimination on basis of disability; complaints

Rehabilitation Act of 1973, Section 504

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

Designation of responsible employee for Section 504

Notice

Designation of responsible employee for Title IX

Notification of nondiscrimination on basis of sex

Prohibition of discrimination based on age

Disclosure of personally identifiable information

Title II equal opportunity for individuals with disabilities

Title VI and Title VII Civil Rights Act of 1964, as amended

Title IX of the Civil Rights Act of 1964

Management Resources References**Description**

CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
First Amendment Center Publication	Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006
U.S. Dept of Ed Office for Civil Rights Publication	Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD, (2013) OCR 09-12-1020, DOJ 169-12C-70
U.S. Dept of Health & Human Services Publication	Guid. to Fed Fin. Assist. Recipients Re. Title VI Prohibition Against Nat'l Origin Discrimination Affect Limited English Proficient Persons, Aug. 2013
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
U.S. DOE, Office for Civil Rights Publication	Notice of Non-Discrimination, Fact Sheet, August 2010
Website	First Amendment Center - https://simbli.eboardsolutions.com/SU/zlfta62CjSCuo68JOXF1w==
Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	California Safe Schools Coalition - https://simbli.eboardsolutions.com/SU/WemZSI34fz0YvWHUM4trDg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==

Cross References**Description**

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/UolQX6i68xJBA1oSpS4pyA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/4xgzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOlysg==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/z1TDVNoW85rcAHeP6JJ3Xg==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/2cOMlouZK6LB07hNmATN4g==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/g4vAKOwjec35HDa8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFjINLHfsish09hGbbRjKwig==

1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/I1JNwMplusQaY5HXIpluswslshjLnCg==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/MCfn2xoKFFwuLa1B1plusYWxA==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/gF9AplusgPX4wxAToR4NSpHhw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/RPhANQmP4PeWTN5D5tNu3w==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/UDOEknzVtm9cE2T2HGDB1g==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/6kiWgWpksJgtwa7LjxsYLg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/P605goBlgsZIMBTMlcko3A==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/gMwkvIplumXqQzLlJplusvTzicQ==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/XflaI5THC6ZRzTbHRKmX1Q==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/h9YN2tsb5o6fEtWQkvSz7A==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Mc3slshxnTQEU8xH5nflE78Yg==
5000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/8ZsVoXpeTG87UBMcalXhslshg==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/cQHag2Df6YaYIMnYrFeWaQ==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/DewpuGmy3Xql2slshwDFWGNw==
5111	Admission - https://simbli.eboardsolutions.com/SU/plus1slsh0p4Bo7pmLw2KtK8dRAQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/DY15LN14JbaunmFQTt2thw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/Cih3uoJKfNcn9Jn6OSDI5A==
5125	Student Records - https://simbli.eboardsolutions.com/SU/f6ea2arR5SDxpdKbCdIFUw==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/wF5plus5qrsIshIHhZPEffQ5XpMw==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yCK6WSBuSFtCh2vVW8RqCg==
5125.1-E(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/JwlxisoAMHI9RvkOzjm36Q==
5131	Conduct - https://simbli.eboardsolutions.com/SU/CtxM7eqsJluAa3YrplusCSslshuw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/ngfrE7Ci3FxorborErlwG9g==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/plusbPslshlF5gR3hcqvJ3nhmD6w==

5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/lo0zzRbrkjrAsy9yiEj2Qw==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yogBxi2aJPLsg==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/plusma002u9q8hn4y8tEaTMPA==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/HigplusWp6XPZtOIORiGoRb6g==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/SIJkIVzu376Do2X8T9xyEw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/90pZKDrdoOalwnPbz2CqA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/qAMAgJPjOb6JtJEEOZEKQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/7ysPeMlcd5zwqMlaYjiQgQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Y2spYECOzyZamsWP6kQ0slshA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/GEyEuxJ3muBUiISQGsglw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/uK3OorjHz6BuPrULAnKcLw==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/AGMr0Z7gplxDfgf1Z0NbLA==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/1RHTBIIGgygnT3aURZ2uTw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/Zu8GzQjvpluskmnXqu2EIQ9Qw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/bkxP4KslshDIyunh54cslshBAOHQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/wV5EZXRiN5ZA9oNt1m2fplusQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/P34uPmPKPVC7Z2rx5R5XWQ==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/2EgJE9HvjgxwvPHsrH5GXQ==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/G3dJ34atMpUuUgOz0vwhbA==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/yc2EKpMMWCciA90TZW0ayw==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/23YslshTuR4sSratcW3PtkR0g==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/kLflslshMuoJQnNohzLPooY0yg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/qGA6zp1fkLDFIi8jslshQ46XA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3YLslshg==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/olEslshbFggKB1WACslsh7XPOs4Q==

6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/Wh3R6fUi7XkslshohnKR4wZ6g==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/Zy5accYxIPLikKr9fyvbWA==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/AdnfgslshmmnehpryusEoK2Kw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/0kNuvh9iUUpluslXtbH22gNcA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYoSg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/Xslsh2eRTXyzNpH6Fslsh4M6p9Mw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/SAoBYvFlu4aVbGVrkRHIng==
6145.2-E(1)	Athletic Competition - https://simbli.eboardsolutions.com/SU/yg4KrMiMbNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition - https://simbli.eboardsolutions.com/SU/QFXjyCxyVYxJ3WkDaVUslshKA==
6163.4-E(1)	Student Use Of Technology - Student Technology Acceptable Use Policy - https://simbli.eboardsolutions.com/SU/uWanJUmsw1L6yAZ8QF1tHw==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0lu94WTlkBQyYM1ZInv4slshA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/07Y79PzwtoaJqUYfdKDNHw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/8oWQrF3sP2Sh2mHAozfVnQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/yg7E5yJxVslsh7jDWT48vmB9Q==

Regulation 5145.3: Nondiscrimination/Harassment

Status: Pending

Original Adopted Date: 11/09/2021 | **Last Revised Date:** 10/26/2021 | **Last Reviewed Date:** 11/9/2021

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent/Personnel Services
Personnel Service Dept.
1919 B Street
Marysville, CA 95901
(530) 749-6144
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Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications
2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
4. Post in a prominent location on the district website in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)
 - a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

- b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance under Title IX, which shall include:
 - i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - ii. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office
 - d. A link to the Title IX information included on the California Department of Education's (CDE) web site
5. Post a link to statewide CDE-compiled resources, including community-based organizations that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)
 6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.
 7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.
 8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

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 nondiscrimination 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 information for parents/guardians with limited English proficiency.

9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming

students.

10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
11. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti
2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment
5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall notify the student or parent/guardian of the right to file a formal complaint in accordance with AR 1312.3 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations. Transgender student means a student whose gender identity is different from the gender assigned at birth.

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity
2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the restroom that corresponds to the student's gender identity
4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Using gender-specific slurs
7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) or Title IX sexual harassment procedures (AR 5145.71), as applicable, shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a

case-by- case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is the student's private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other

eligibility rule established for participation in the activity.

5. **Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. When a student presents government-issued documentation of a name and/or gender change or submits a request for a name and/or gender change through the process specified in Education Code 49070, the district shall update the student's records. (Education Code 49062.5, 49070)
6. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.
7. **Uniforms/Dress Code:** A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

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

State References

5CCR432

5CCR4600-4670

5CCR4900-4965

Civ. Code 1714.1

Ed. Code 200-262.4

Ed. Code 48900.3

Ed. Code 48900.4

Ed. Code 48904

Ed. Code 48907

Ed. Code 48950

Ed. Code 48985

Ed. Code 49020-49023

Ed. Code 49060-49079

Ed. code 49060-49079

Ed. Code 51500

Ed. Code 51501

Ed. Code 60044

Gov. Code 11135

Pen. Code 422.55

Pen. Code 422.6

Federal References

20 USC 1681-1688

28 CFR 35.107

29 USC 794

34 CFR 100.3

34 CFR 104.7

34 CFR 104.8

34 CFR 106.8

34 CFR 106.9

34 CFR 110.25

34 CFR 99.31

42 USC 12101-12213

42 USC 2000d-2000e-17

42 USC 2000h-2-2000h-6

42 USC 6101-6107

Management Resources References**Description**

Student records

Uniform complaint procedures

Nondiscrimination in elementary and secondary education programs

Liability of parent or guardian for act of willful misconduct by a minor -
<https://simbli.eboardsolutions.com/SU/NSknePFduiYWusJFnU3r9Q==>Educational equity; prohibition of discrimination on the basis of sex -
<https://simbli.eboardsolutions.com/SU/ytLslshoozWGUAbNL6kKkgxQ==>

Suspension or expulsion for act of hate violence

Suspension or expulsion for threats or harassment

Liability of parent/guardian for willful student misconduct

Exercise of free expression; rules and regulations

Speech and other communication

Translation of notices

Athletic programs

Student records

Student records

Prohibited instruction or activity

Prohibited means of instruction

Prohibited instructional materials

Nondiscrimination in programs or activities funded by state

Definition of hate crime

Civil rights; crimes

Description

Title IX of the Education Amendments of 1972

Nondiscrimination on basis of disability; complaints

Rehabilitation Act of 1973, Section 504

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

Designation of responsible employee for Section 504

Notice

Designation of responsible employee for Title IX

Notification of nondiscrimination on basis of sex

Prohibition of discrimination based on age

Disclosure of personally identifiable information

Title II equal opportunity for individuals with disabilities

Title VI and Title VII Civil Rights Act of 1964, as amended

Title IX of the Civil Rights Act of 1964

Age Discrimination Act of 1975

Description

CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
First Amendment Center Publication	Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006
U.S. Dept of Ed Office for Civil Rights Publication	Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD, (2013) OCR 09-12-1020, DOJ 169-12C-70
U.S. Dept of Health & Human Services Publication	Guid. to Fed Fin. Assist. Recipients Re. Title VI Prohibition Against Nat'l Origin Discrimination Affect Limited English Proficient Persons, Aug. 2013
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
U.S. DOE, Office for Civil Rights Publication	Notice of Non-Discrimination, Fact Sheet, August 2010
Website	First Amendment Center - https://simbli.eboardsolutions.com/SU/zlfta62CjSCuo68JOXF1w==
Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	California Safe Schools Coalition - https://simbli.eboardsolutions.com/SU/WemZSI34fz0YvWHUM4trDg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==

Cross References

Description

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/UoIQX6i68xJBA1oSpS4pyA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/4xgzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOlysg==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/z1TDVNoW85rcAHeP6JJ3Xg==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/2cOMlouZK6LB07hNmATN4g==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/g4vAKOwjoe35Hda8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFjINLHfsLsh09hGbbRjKwig==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w==

3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/11JNwMplusQaY5HXIpluswslshjLnCg==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/MCfn2xoKFFwuLa1B1plusYWxA==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/gF9AplusgPX4wxAToR4NSpHhw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/RPhANQmP4PeWTN5D5tNu3w==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/UDOEknzVtm9cE2T2HGDB1g==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/6kiWgWpksJgtwa7LjxsYLg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/P605goBlgsZIMBTMlcko3A==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/gMwkvIplusmXqQzLIJplusVTzicQ==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/Xfla15THC6ZRzTbHRKmX1Q==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/h9YN2tsb5o6fEtWQkvSz7A==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Mc3slshxnTQEUs8xH5nflE78Yg==
5000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/8ZsVoXpeTG87UBMcalXhslshg==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/cQHag2Df6YaYIMnYrFeWaQ==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/DewpuGmy3Xqld2slshwDFWGNw==
5111	Admission - https://simbli.eboardsolutions.com/SU/plus1slsh0p4Bo7pmLw2KtK8dRAQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/DY15LN14JbaunmFQTt2thw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/Cih3uoJKfNcn9Jn6OSDI5A==
5125	Student Records - https://simbli.eboardsolutions.com/SU/f6ea2arR5SDxpdKbCdIFUw==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/wF5plus5grslshIHhZPEffQ5XpMw==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yCK6WSBuSFtcH2vVW8RqCg==
5125.1-E(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/JwlxisoAMHI9RvkOzjm36Q==
5131	Conduct - https://simbli.eboardsolutions.com/SU/CtxM7eqsjluAa3YrplusCSslshuw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/ngfrE7Ci3FxoborErlwG9g==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/plusbPslshIF5gR3hcqvJ3nhmD6w==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/lo0zzRbrkjrAsy9yiEj2Qw==

5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yoqBxj2aJPLsg==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/plusma002u9q8hn4y8tEaTMPA==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/HigplusWp6XPZtOIORIGoRb6g==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/SIJkIVzu376Do2X8T9xyEw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/90pZKDrdioOalwnPbz2CqA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/qAMAgJPjOb6JtJEEOZEKQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/7ysPeMlcd5zwqMlaYjiQgQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Y2spYECOzyZamsWP6kQ0slshA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/GEyEuxJ3muBUIIISQGSglw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/uK3OorjHz6BuPrULAnKcLw==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/AGMr0Z7gplxDfqf1Z0NbLA==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/1RHTBIIGgygnT3aURZ2uTw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/Zu8GzQivpluskmnXqu2EIQ9Qw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/bkxP4KslshDlyunh54cslshBAOHQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/wV5EZXRiN5ZA9oNt1m2fplusQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/P34uPmPKPVC7Z2rx5R5XWQ==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/2EgJE9HvJgxwvPHsrH5GXQ==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/G3dJ34atMpUuUgOz0wvnbA==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/yc2EKpMMWCciA90TZW0ayw==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/23YslshTuR4sSratcW3PtkR0g==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/kLfsLshMuoJQnNohzLPooY0yg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/qGA6zp1fkLDFII8jslshQ46XA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3YLslshg==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/olEslshbFggKB1WACslsh7XPOs4Q==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/W/h3R6fUi7XkslshohnKR4wZ6g==
6144	Controversial Issues -

	https://simbli.eboardsolutions.com/SU/Zy5accYxIPLjkKr9fyvbWA==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/AdnfgslshmmnehpryusEoK2Kw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/0kNuvh9jUUplusIXtbH22gNcA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYoSg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/Xslsh2eRTXyzNpH6Fslsh4M6p9Mw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/SAoBYvFlu4aVbGVrkRHIng==
6145.2-E(1)	Athletic Competition - https://simbli.eboardsolutions.com/SU/yg4KrMiMbNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition - https://simbli.eboardsolutions.com/SU/QFXiyCxyVYxJ3WkDaVUsIshKA==
6163.4-E(1)	Student Use Of Technology - Student Technology Acceptable Use Policy - https://simbli.eboardsolutions.com/SU/uWanJUmsw1L6yAZ8QF1tHw==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0lu94WTIkBQyYM1ZInv4slshA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/07Y79PzwtoaJqUYfdKDNHw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/8oWQrF3sP2Sh2mHAozfVnQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/yg7E5yJxVslsh7jDWT48vmB9Q==

Policy 5145.7: Sexual Harassment

Status: Pending

Original Adopted Date: 03/01/2012 | Last Revised Date: 10/26/2020 | Last Reviewed Date 11/09/2021

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

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

State References	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor - https://simbli.eboardsolutions.com/SU/NSkneFduiYWusJFnU3r9Q==
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships - https://simbli.eboardsolutions.com/SU/RfwikgYI364luH8a6QAqdg==
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex - https://simbli.eboardsolutions.com/SU/ytLslshoozWGUAbNL6kKkqxQ==
Ed. Code 48900	Grounds for suspension and expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Notice at beginning of term
Gov. Code 12950.1	Sexual harassment training

Federal References	Description
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX, discrimination
34 CFR 106.1-106.71	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Management Resources References	Description
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Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Q&A on Campus Sexual Misconduct, September 2017
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGq==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==
Cross References	Description
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/UoIQX6i68xJBA1oSpS4pvA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/4xqzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/NBE92qE2B7k97MW9aOlvsq==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/z1TDvNoW85rcAHeP6J3Xq==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/2cOMlouZK6LB07hNmATN4q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/q4vAKOwieo35HDal8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFjNLHfsish09hGbbRjKwig==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/1JNwMplusQaY5HXIpluswslshLnCq==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/MCin2xokFFwuLa1B1plusYWxA==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/qF9AplusqPX4wxAToR4NSpHhw==

3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/RPhANQmP4PeWTN5D5Nu3w==
4117.7	Employment Status Reports - https://simbli.eboardsolutions.com/SU/hYDUU4RwHhvyqJNVyNqArw==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/ctsQcGV4wkMZplusGCKwvNutA==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/xcyDC8Sq7zsG6MnGGfCWqA==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/7GorbdHboRh5t22e5S5UYQ==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SUWVva2MLUSnjc8X1XdWd5m0A==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/Xflal5THC6ZRzTbHRKmX1Q==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/pcrvrOT3iSD4tcYyYslshUd4w==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/ZplusqUzS1wfn66lMoch1LPqQ==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/h9YN2tsb5o6fEtWQkySz7A==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Mc3slshxnTQEU8xH5nllE78Yg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/Cih3uoJKfNcn9Jn6OSDI5A==
5125	Student Records - https://simbli.eboardsolutions.com/SU/f6ea2arR5SDxpdKbCdlFUw==
5131	Conduct - https://simbli.eboardsolutions.com/SU/CbM7eqsiluAa3YrplusCSslshuw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/nqfrE7Ci3FxboborErlwG9q==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/plusbPslshlF5qR3hcgwJ3nhmD6w==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/fo0zzRbrkrAsy9viE2Qw==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/iDiaxmslshU4vocBxi2aJPLsq==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/SJkIVzu376Do2X8T9xyEw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/90pZKDrdoOafwnPbz2CqA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/qAMAqJPiOb6JUEOEQZEKQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/7vsPeMlcd5zwoMlaYijQqQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Y2spYECQzyZamsWP6kQ0slshA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/GEyFuxJ3muBUllSQGsqw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)- https://simbli.eboardsolutions.com/SU/uk3QonHz6BuPrULAnKclw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/Zu8GzQivpluskmnXqu2EIQ9Qw==

5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/bkxP4KslshDlwnh54cslshBAOHQ==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/W4qrsishW0okbp2NslshwGDR4dFA==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/plusk4slshivqhZ5slshUMadZf7Pnaq==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/MnCUR8J9cs0TfKTSLWrtvg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/qGA6zp1fkLDfii8slshQ46XA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3Ylslshq==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/0kNuvh9jUUplusIXlbH22gNcA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYcSq==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/Xslsh2eRTXyzNpH6Fslsh4M6p9Mw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/SAoBYyFlu4aVbGVnkRHlnc==
6145.2-E(1)	Athletic Competition - https://simbli.eboardsolutions.com/SU/va4KrMlMlNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition - https://simbli.eboardsolutions.com/SU/QFXjyCxyVYxJ3WkDaVUsishKA==
6163.4-E(1)	Student Use Of Technology- Student Technology Acceptable Use Policy- https://simbli.eboardsolutions.com/SU/uWanJUmsw1L6yAZ8QF1thw==

Regulation 5145.7: Sexual Harassment

Status: Pending

Original Adopted Date: 03/11/2008 | Last Reviewed Date: 10/26/2021 | Last reviewed: 11/09/2021

Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent/Personnel Services
Personnel Service Dept.
1919 B Street
Marysville, CA 95901
(530) 749-6144
rcarreon@mjuds.com

Notifications

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)
5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
7. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR 106.8)

The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints and allegations of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

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

State References

5 CCR 4600-4670

5 CCR 4900-4965

Civ. Code 1714.1

Civ. Code 51.9

Ed. Code 200-262.4

Ed. Code 48900

Ed. Code 48900.2

Ed. Code 48904

Ed. Code 48980

Gov. Code 12950.1

Description

Uniform complaint procedures

Nondiscrimination in elementary and secondary education programs

Liability of parent or guardian for act of willful misconduct by a minor -
<https://simbli.eboardsolutions.com/SU/NSknePFduiYWusJFnU3r9Q==>

Liability for sexual harassment; business, service and professional relationships -
<https://simbli.eboardsolutions.com/SU/RFwiKgYI364luH8a6QAqdg==>

Educational equity; prohibition of discrimination on the basis of sex -
<https://simbli.eboardsolutions.com/SU/yfTLslshoozWGUAbNL6kKkqxQ==>

Grounds for suspension and expulsion

Additional grounds for suspension or expulsion; sexual harassment

Liability of parent/guardian for willful student misconduct

Notice at beginning of term

Sexual harassment training

Federal References

20 USC 1221
20 USC 1232g
20 USC 1681-1688
34 CFR 106.1-106.71
34 CFR 99.1-99.67
42 USC 1983
42 USC 2000d-2000d-7
42 USC 2000e-2000e-17

Description

Application of laws
Family Educational Rights and Privacy Act (FERPA) of 1974
Title IX, discrimination
Nondiscrimination on the basis of sex in education programs
Family Educational Rights and Privacy
Civil action for deprivation of rights
Title VI, Civil Rights Act of 1964
Title VII, Civil Rights Act of 1964, as amended

Management Resources References

Court Decision
Court Decision
Court Decision
Court Decision
Court Decision
Court Decision
CSBA Publication

CSBA Publication

U.S. DOE, Office For Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

Description

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Dear Colleague Letter: Title IX Coordinators, April 2015

Q&A on Campus Sexual Misconduct, September 2017

Sexual Harassment: It's Not Academic, September 2008

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

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Website

California Department of Education -
<https://simbli.eboardsolutions.com/SU/os2ig5DcA2RawmY2VZ5FZQ==>

Website

CSBA -
<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

Website

U.S. Department of Education, Office for Civil Rights -
<https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==>

Cross References

0410

0450

0450

1312.1

Description

Nondiscrimination In District Programs And Activities -
<https://simbli.eboardsolutions.com/SU/UoIQX6l68xJBA1oSpS4pyA==>

Comprehensive Safety Plan -
<https://simbli.eboardsolutions.com/SU/4xgzKW49G5slshfIU4EhQU2A==>

Comprehensive Safety Plan -
<https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOlysq==>

Complaints Concerning District Employees -
<https://simbli.eboardsolutions.com/SU/z1TDVNoW85rcAHeP6JJ3Xg==>

1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/2cOMlouZK6LB07hNmATN4g==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/g4vAKOwjec35HDaI8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFiINLHfslsh09hGbbRjKwig==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/11JNwMplusQaY5HXIpluwsWslshLnCg==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/MCfn2xoKFFwuLa1B1plusYWxA==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/gF9AplusgPX4wxAToR4NSpHhw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/RPhANQmP4PeWTN5D5tNu3w==
4117.7	Employment Status Reports - https://simbli.eboardsolutions.com/SU/hYDUU4RwHhyqJNVvNqArw==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/c1sQcGV4wkMZplusGCKwvNutA==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/xcyDC8Sg7zsG6MnGGfCWgA==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/7GorbdHboRh5122e5S5UYQ==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/WVa2MLUSnjg8X1XdWd5m0A==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/XflaI5THC6ZRzTbHRKmX1Q==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/pcryrOT3iSD4tcYyYslshUd4w==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/ZplusgUzS1wfn66lMooh1LPqQ==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/h9YN2tsb5o6fEtWQkvSz7A==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Mc3slshxnTQEU8xH5nflE78Yg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/Cih3uoJKfNcn9Jn6OSDI5A==
5125	Student Records - https://simbli.eboardsolutions.com/SU/f6ea2arR5SDxpdKbCdIFUw==
5131	Conduct - https://simbli.eboardsolutions.com/SU/CtxM7eqsJluAa3YrplusCSslshuw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/ngfrE7Ci3FxorborErlwG9g==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/plusbPslshlF5gR3hcqvJ3nhmD6w==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/lo0zzRbrkjrAsy9yiEj2Qw==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yogBxi2aJPLsg==

5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/SIJkIVzu376Do2X8T9xyEw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/90pZKDrdioOalwnPbz2CqA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/qAMAgJPjOb6JtJEEOEZEKQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/7ysPeMlcd5zwqMlaYjiQgQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Y2spYECOzyZamsWP6kQ0slshA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/GEyEuxJ3muBUlISQGsqliw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)- https://simbli.eboardsolutions.com/SU/uK3OorjHz6BuPrULAnKcLw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/Zu8GzQjypluskmnXqu2EIQ9Qw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/bkxP4KslshDiyunh54cslshBAOHQ==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/W4qrslshW0okbp2NslshwGDR4dFA==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/plusk4slshniwqhZ5slshUMadZf7Pnag==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/MnCUR8J9cs0TfKTSLWrlyg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/gGA6zp1fkLDFI8jlslhQ46XA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3Ylslshq==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/0kNuvh9jUUplusXtbH22gNcA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYoSq==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/Xslsh2eRTXyzNpH6Fslsh4M6p9Mw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/SAoBYvFlu4aVbGVrkRHIng==
6145.2-E(1)	Athletic Competition - https://simbli.eboardsolutions.com/SU/yq4KrMiMbNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition - https://simbli.eboardsolutions.com/SU/QFXjyCxyVYxJ3WkDaVUslhKA==
6163.4-E(1)	Student Use Of Technology- Student Technology Acceptable Use Policy- https://simbli.eboardsolutions.com/SU/uWanJUmsw1L6yAZ8QF1tHw==

Policy 0410: Nondiscrimination In District Programs And Activities

Status: Pending

Original Adopted Date: 03/11/2008 | Last Revised Date: 10/26/2021 | Last Reviewed Date: 11/09/2021

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

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

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

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

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

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

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

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

Access for Individuals with Disabilities

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

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

Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individuals identified in AR1312.3 – Uniform Complaint Procedures as the employee coordinating the district's response to complaints and for complying with state federal civil rights laws, is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Assistant Superintendent/Personnel Services
 Personnel Service Dept.
 1919 B Street
 Marysville, CA 95901
 (530) 749.6144
 rcarreon@mjustd.com

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

State References

5 CCR 4600-4670

5 CCR 4900-4965

Ed. Code 200-262.4

Ed. Code 48980

Ed. Code 48985

Ed. Code 51007

Gov. Code 11000

Gov. Code 11135

Gov. Code 12900-12996

Gov. Code 54953.2

Gov. Code 8310.3

Pen. Code 422.55

Pen. Code 422.6

Description

Uniform complaint procedures

Nondiscrimination in elementary and secondary education programs

Educational equity; prohibition of discrimination on the basis of sex - <https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKqgQ==>

Parental notifications

Notices to parents in language other than English

Legislative intent: state policy

Definitions

Nondiscrimination in programs or activities funded by state

Fair Employment and Housing Act

Brown Act compliance with Americans with Disabilities Act

California Religious Freedom Act

Definition of hate crime

Civil rights; crimes

Federal References

20 USC 1400-1482

20 USC 1681-1688

20 USC 1681-1688

20 USC 2301-2414

20 USC 6311

20 USC 6312

Description

Individuals with Disabilities in Education Act

Title IX, 1972 Education Act Amendments

Discrimination based on sex or blindness, Title IX

Strengthening Career and Technical Education for the 21st Century Act

State plan

Local educational agency plan

28 CFR 35.101-35.190
 28 CFR 36.303
 29 USC 794
 34 CFR 100.1-100.13
 34 CFR 104.1-104.39
 34 CFR 106.1-106.61
 34 CFR 106.9
 42 USC 12101-12213
 2 USC 2000d-2000d-7
 42 USC 2000e-2000e-17

Management Resources References

CA Dept of Fair Employment and Housing Publication
 CA Office of the Attorney General Publication
 CSBA Publication

U.S. Department of Justice Publication
 U.S. Department of Justice Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 Website

Website

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Americans with Disabilities Act
 Auxiliary aids and services
 Rehabilitation Act of 1973, Section 504
 Nondiscrimination in federal programs, effectuating Title VI
 Section 504 of the Rehabilitation Act of 1973
 Discrimination on the basis of sex, effectuating Title IX
 Dissemination of policy
 Americans with Disabilities Act
 Title VI, Civil Rights Act of 1964, as amended
 Title VII, Civil Rights Act of 1964, as amended

Description

California Law Prohibits Workplace Discrimination and Harassment

Promoting a Safe and Secure Learning Environment for All

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

2010 ADA Standards for Accessible Design, September 2010

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Title IX Coordinators, April 2015

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Notice of Non-Discrimination, Fact Sheet, August 2010

Nondiscrimination in Employment Practices in Education, August 1991

World Wide Web Consortium, Web Accessibility Initiative - <https://simbli.eboardsolutions.com/SU/bidXfpUplusS7mVvEQmsT1yhA==>

Pacific ADA Center - <https://simbli.eboardsolutions.com/SU/uYZsxL72Raxf0FvsX5djWQ==>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act - <https://simbli.eboardsolutions.com/SU/9sZBTK5qxS65pFY07h6ktA==>

California Office of the Attorney General - <https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==>

California Safe Schools Coalition - <https://simbli.eboardsolutions.com/SU/WemZSI34fz0YvWHUM4trDg==>

CSBA - <https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg=>

California Department of Education - <https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

California Department of Fair Employment and Housing - <https://simbli.eboardsolutions.com/SU/RRvNseNogmlnMLyl8K40jw==>

U.S. Equal Employment Opportunity Commission - <https://simbli.eboardsolutions.com/SU/vWZpgy5hWTz73t9BVEDPpA==>

Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HfWbVQ==
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, December 2008

Cross References	Description
0100	Philosophy - https://simbli.eboardsolutions.com/SU/qUcN6YEXqXhiqTmLkw5wjQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/4xgzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOlysg==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/9QoJKbLQ84ZmsqYKplusR7grg==
1100-E(1)	Communication With The Public - California Code Of Regulations, Title 2 - https://simbli.eboardsolutions.com/SU/96ft6E4KgsRSfwVf0296QA==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/Xfn2gTfkrCVSGmzVPkTOBQ==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/PlplusJTKdJ3pHt8slsh1x5fu7Zw==
1230	School-Connected Organizations - https://simbli.eboardsolutions.com/SU/KplusslshwYfdSTklldSrDCvFTmQ==
1230	School-Connected Organizations - https://simbli.eboardsolutions.com/SU/rV8F6ywho2zgzslshMELw71kw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/xk4gBocTrzncNJgFomqslshYw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/kaUkP1jRHt4vo3plusY31eKSg==
1260	Educational Foundation - https://simbli.eboardsolutions.com/SU/7lkmfyoDXEjEADhmmy5tQ==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/g4vAKOwjeo35HDal8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFjINLHfslsh09hGbbRiKwig==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w==
1325	Advertising And Promotion - https://simbli.eboardsolutions.com/SU/J6RrUnM7jZtuRBueyM8mOQ==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/l52flUvUUlacslnshv7nwTASA==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/Fplus5mFDhwMtsJzplusGF037nyg==
1330-E(1)	Use Of School Facilities - Statement Of Information - https://simbli.eboardsolutions.com/SU/OR8yqaJlDaMFO5DrSlm5WQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/3nwijxXwxTvcbgslshnUmQ7wg==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/bYvOyBeCTbRywwiVR4kLUQ==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/X8LvQTWZbtisk4L2x22gMeg==

3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/nsMpNi3sVeobRzYRAc4gw==
3311	Bids - https://simbli.eboardsolutions.com/SU/plus2dhWhPirPliETMxbk9RQ==
3311	Bids - https://simbli.eboardsolutions.com/SU/uvRzwtTMw3qsr15oRalCtg==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/gF9AplusgPX4wxAToR4NSpHhw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/RPhANQmP4PeWTN5D5tNu3w==
3540	Transportation - https://simbli.eboardsolutions.com/SU/OAJr27beUcPCdohI873A3g==
3540	Transportation - https://simbli.eboardsolutions.com/SU/uEfttg60cDUIfMEJHkOxBA==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/yvq6nmcvnRmjHphsC2iVow==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/ZFiYcOfGloMM6Kfslsh5uS16g==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/BiquuJEntqH0WMfyEG5K9A==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/1LdQlWck4lgH2adz8Ab50A==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/UDOEknzVtm9cE2T2HGDB1g==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/6kiWgWpksJgtwa7LjxsYLg==
3600	Consultants - https://simbli.eboardsolutions.com/SU/FSe8OimXI3cUZNILNADsuA==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/7AlaUvYVavN9faDceplusla0A==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/70ZBnmDhplusRzJApey4yCfvg==
4032	Reasonable Accommodation - https://simbli.eboardsolutions.com/SU/WXk0Qb2u4CGvFGzOqplusslshrHw==
4033	Lactation Accommodation - https://simbli.eboardsolutions.com/SU/ZEHVry9xINif71vGeoKflw==
4111	Recruitment And Selection - https://simbli.eboardsolutions.com/SU/vzEvUr3km7I5S3c6fPlyLw==
4111.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/IMRtjYLBOTxZ8e5zd4cYKq==
4111.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/jxJGacvwmjOTQpvTANyMtw==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/c1sQcGV4wkMZplusGCKwvNutA==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/xcyDC8Sg7zsG6MnGGfCWGA==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/McQ3uqxLubJvWpqESBJvUQ==
4211	Recruitment And Selection - https://simbli.eboardsolutions.com/SU/WQJJFqTGos2UF9BGBWyaCw==

4211.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/k3As9a5slshTvEaIJU5aPLtUg==
4211.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/ITU6mU8XNyXq9FwP0pn4plusg==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/7GorbdHboRh5122e5S5UYQ==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/WVa2MLUSnjg8X1XdWd5m0A==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/Xflal5THC6ZRzTbHRKmX1Q==
4311	Recruitment And Selection - https://simbli.eboardsolutions.com/SU/DUplus59z2FslshslshmGJtg2M5IEsw==
4311.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/5plusL82rYoHGP0WUQUdcEmqQ==
4311.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/ez3GVI3IRrTxuCRblqAVsw==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/pcryrOT3iSD4tcYyYslshUd4w==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/ZplusgUzS1wfn66IMooh1LPqQ==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/h9YN2tsb5o6fEtWQkvSz7A==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Mc3slshxnTQEU8xH5nflE78Yg==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/Sqv04y3VdHBFTmdZslsh7u1RQ==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/7b3cokldGrMS7AmEzKKv8w==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/ngfrE7Ci3FexoborErlwG9g==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/dKFEIcsYBtvNzdWpIndWg==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/dp50BWFahvHXw5dwigQ4dw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/W4qrsishW0okbp2NslshwGDR4dFA==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/plusk4slshiwghZ5slshUMadZf7Pnag==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/MnCUR8J9cs0TfKTSLWrllyg==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/wV5EZXRiN5ZA9oNt1m2fplusQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/P34uPmPKPVC7Z2rx5R5XWQ==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/2EgJE9HvJgxwvPHsrH5GXQ==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/G3dJ34atMpUuUgOz0whbA==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/yc2EKpMMWCciA90TZW0ayw==

6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/XGvRsXtlzRVGoHueQt1Scw==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/luOtxAii1SEnDrEfrQ6cplusA==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/a2ZFFWIRCaIdmAYyL751Yg==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/slshplus1zoHbTXZgO50kcplusslshbPuQ==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/vEehslshObK5CXYpcPgHnJnJA==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/K9LYy2zJU5R8NNdL1Zw3RA==
6141.5	Advanced Placement - https://simbli.eboardsolutions.com/SU/s4cEypalslsh8FA74U4slshoAslshtw==
6141.5	Advanced Placement - https://simbli.eboardsolutions.com/SU/HpuMZx7BXzNgOpluswf8b61QQ==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/23YslshTuR4sSratcW3PtkR0g==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/kLfsishMuoJQnNohzLPooY0yg==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/WXk8ISanLplusukwMbFJGaLoA==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/Jridu6QJPrXbWaeDmkfznA==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/Zy5accYxIPLjkKr9fyvbWA==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/AdnfgslshmmnehpryusEoK2Kw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/0kNuvh9jUUplusIXtbH22gNcA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYoSg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/Xslsh2eRTXyzNpH6Fslsh4M6p9Mw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/SAoBYvFlu4aVbGVrkRHIng==
6145.2-E(1)	Athletic Competition - https://simbli.eboardsolutions.com/SU/yq4KrMiMbNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition - https://simbli.eboardsolutions.com/SU/QFXjyCxyVYxJ3WkDaVUsishKA==
6152.1	Placement In Mathematics Courses - https://simbli.eboardsolutions.com/SU/WsxGhOiDT2ykMlaZi0vsxQ==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/TGpv8IGLVuVP6a5rDFslshU5Q==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/plusGvX2MVRNlcwUIBfpYTeGQ==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/IV0Q2SI2v0SAli4a2z1y8g==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/0plusdJS7RHilbLlBJVMHRXKA==

6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/SBc8HbzazRNsIshcG4utTzn0A==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/4sZefVrssjMk7BGe1kx2Ag==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/gX3phnrfkPTqoToJf02tg==
6163.2-E(1)	Animals At School - https://simbli.eboardsolutions.com/SU/fo84dCROlshpCCXNzKxkxAg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0lu94WTlkBQyYM1ZInv4slshA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/07Y79PzwtoajQyUyfdKDNHw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/DslshmVLHVJUptuXV8aBoWaslshA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/in58GMp4JsKI2HAzbFTjng==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/azeDnfE9xyAGzpBVDTRz6Q==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/HFb5WKOtSBjplusP4FBrBog==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/plus0A16OC5sIIRBG0gKvONfA==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/n0l6b7hsaBUZFXkDt4w7Ew==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/tVTMCplusrXOGVVlxJBLWMslshA==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/2g3ThEb0EZ1WVK7dkXhZww==
6173-E(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/v2wr3aihgn9WKZwJocjsug==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/8oWQrF3sP2Sh2mHAozfVnQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/yg7E5yJxVslsh7jDWT48vmB9Q==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/qde1IXslshL0V51Lsn92thLZQ==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/wQv4k6VnsANVLWniQslshOXzw==
6184	Continuation Education - https://simbli.eboardsolutions.com/SU/zVJZKSNSStPzNNCP4zv5H8Q==
6184	Continuation Education - https://simbli.eboardsolutions.com/SU/gVyCZQMTxospvb1UuR37zQ==
6200	Adult Education - https://simbli.eboardsolutions.com/SU/aaXTpzPdUiGkP0drD1ggdg==
6200	Adult Education - https://simbli.eboardsolutions.com/SU/g6zXviMgydSdGdYA5HGC6g==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/xWUfoZoW5Ka824l2PQsUJA==
7111	Evaluating Existing Buildings - https://simbli.eboardsolutions.com/SU/fs2ZvCP3sklNxd4fsxrvoQ==

7310	Naming Of Facility - https://simbli.eboardsolutions.com/SU/Rpo7ZuK96v1WMeoEaMHjQ==
9150	Student Board Members - https://simbli.eboardsolutions.com/SU/2ox1jUScLZplus3X8yWKR7TA==
9150	Student Board Members - https://simbli.eboardsolutions.com/SU/VEaBikrUghCR7HINGHrslshEA==
9150-E(1)	Student Board Members - https://simbli.eboardsolutions.com/SU/gO0Nlyqn2hcvTNVqWEgObQ==
9220	Governing Board Elections - https://simbli.eboardsolutions.com/SU/8tcGslshNrrqeslsh5Sj8lgWslsh7ZA==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/Nmplusf7tHgxKVyg8etveslshGuQ==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/GC8vsQarjtwLRQ2nv2wy1Q==

Policy 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 03/11/2008 | **Last Revised Date:** 01/14/2020 | **Last Reviewed Date:** 11/09/2021

Marysville Joint Unified District
1919 B Street
Marysville, CA 95901
(530) 741-6000
www.mjusd.com

Adopted by our Board of Education or authorized designee (here and after "the board") on ~~January 14, 2020~~
December 14, 2021.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by Marysville Joint Unified School District of federal or state laws or regulations governing educational programs, including non-compliance with laws relating to pupil fees and our Local Control and Accountability Plan (LCAP).

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or non-compliance with the requirements of our LCAP. **A signature may be handwritten, typed (including in an email) or electronically generated. Complaints may be filed anonymously. A UPC complaint filed on behalf of an individual student may only be filed by that student or that student's duly authorized representative.**

A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, **or bullying in programs and activities funded directly by the state or receiving any financial assist ice from the state** and non-compliance with laws relating to pupil fees or non-compliance with the requirements of our LCAP.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibilities of Marysville Joint Unified School District

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations.

We shall investigate and seek to resolve, in accordance with our **approved** UCP process, ~~any~~ complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities **we implemented by the Marysville Joint Unified School District** that are subject to the UCP.

The Marysville Joint Unified School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by our board.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

1. Accommodations for Pregnant and Parenting Pupils (Education Code 46015)
2. Adult Education programs (Education Code 8500-8538, 52334.7, 52500-52617)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural Career Technical Education (Education Code 52460-52462)
5. Career Technical and Technical Education; ~~and~~ Career Technical; ~~and~~ Technical Training (State) programs (Education Code 52300-52462)
- ~~6. Career Technical Education (Federal)~~
6. Child Care and Development programs (Education Code 8200-8498)
7. Compensatory Education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course Periods without Educational Content, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code (EC) sections 200 and 220 and Government Code Section 11135, including any actual or perceived characteristic as set forth in Penal Code Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in EC Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance. (5 CCR 4610)
- ~~11. Education and graduation requirements for Of Pupils In Foster Care, Pupils Who Are Homeless, Former Juvenile Court Pupils Now Enrolled In A School District, and Pupils Of Military Families~~
Pupils from Military Families and Pupils formerly in Juvenile Court now enrolled in a School District. (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
12. Every Student Succeeds Act / ~~No Child Left Behind (Titles I-VII)~~ (Education Code 52059; 20 USC 6301 et seq.)
13. Local Control and Accountability Plans (LCAP) (Education Code 52075)
14. Migrant Education (Education Code 54440-54445)
15. Physical Education Instructional Minutes (Education Code 51210, 51222, 51223)
16. Pupil Fees (Education Code 49010-49013)
17. Reasonable Accommodations to a Lactating Pupil (Education Code 222)
18. Regional Occupational Centers and Programs (Education Code 52300-52334.7)
19. School Plans For Student Achievement (Education Code 64001)
20. School Safety Plans (Education Code 32280-32289)

21. Schoolsite Councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
22. State Preschool programs (Education Code 8235-8239.1)
23. State Preschool Health And Safety Issues In LEAs Exempt From Licensing (Education Code 8235.5)
24. 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

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

The following complaints shall be referred to ~~other~~ specific agencies for appropriate resolution and are not subject to our UCP ~~process~~ procedures set forth in this document unless these procedures are made applicable by separate interagency agreements:

- (a) Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
- (b) Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to Department of Social Services (DSS) for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
- (c) Employment discrimination, harassment, intimidation or bullying complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.
- (d) Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

Pupil Fees

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities.

A pupil fee includes, but is not limited to, all of the following:

A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.

A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.

A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

The Local Control Accountability Plan

The LCAP is an important component of the Local Control Funding Formula (LCFF), the revised school finance system that overhauled how California funds its K-12 schools. Under the LCFF we are required to prepare an LCAP, which describes how we intend to meet annual goals for our pupils, with specific activities to address state and local priorities identified pursuant to California Education Code (EC) Section 52060(d).

The UCP Annual Notice

~~We ensure annual dissemination of a written notice of our~~ We disseminate on an annual basis the UCP Annual Notice which is a written notice of our approved UCP complaint procedures to all of our students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying.

This notice may be made available on our website and shall include the following:

- information regarding allegations about discrimination, harassment, intimidation, or bullying;
- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;
- a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate

Our UCP Annual Notice shall also include information regarding the requirements of EC Section 49010 through 49013 relating to pupil fees and information regarding the requirements of EC Section 52075 relating to the LCAP.

Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

In order to identify appropriate subjects of state preschool health and safety issues ~~we also have a notice that is posted in each California state preschool program classroom in each school~~ pursuant to Section 1596.7925 of the *Health and Safety Code (HSC)* a notice, separate from the UCP Annual Notice, shall be in the local educational agency notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the *California Code of Regulations (5 CCR)* that apply to California state preschool programs pursuant to *HSC* Section 1596.7925, and (2) where to get a form for a state preschool health and safety issues complaint.

Filing UCP Complaints

All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints

Assistant Superintendent/Personnel Services

Personnel Service Dept.

1919 B Street

Marysville, CA 95901

(530) 749.6144

rcarreon@mjuds.com

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that we adopted. An LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

~~When Filing Pupil Fees UCP Complaints~~

~~A pupil fees complaint may be filed with the principal of a school or our superintendent or his or her designee.~~

~~A pupil fees complaint and/or an LCAP complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.~~

~~A pupil fees complaint shall be filed no later than one year from the date the alleged violation occurred.~~

~~When Filing State Preschool Health and Safety Issues UCP Complaints~~

~~UCP complaints regarding state preschool health and safety issues pursuant to HSC section 1596.7925 shall include the following statements:~~

~~File with the preschool program administrator or his or her designee.~~

~~A state preschool health and safety issues complaint pursuant to HSC section 1596.7925 about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to the appropriate local educational agency official for resolution.~~

~~A state preschool health and safety issues complaint pursuant to HSC section 1596.7925 may be filed anonymously. A complainant who identifies himself or herself is entitled to a response if he or she indicates that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If Section 48985 of the Education Code is otherwise applicable, the response, if requested, and report shall be written in English and the primary language in which the complaint was filed.~~

~~A complaint form for a state preschool health and safety issue pursuant to HSC section 1596.7925 shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as he or she wishes.~~

~~When Filing All UCP Complaints~~

~~We will provide an opportunity for complainants and/or representatives to present evidence or information.~~

~~Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.~~

~~Refusal by the Marysville Joint Unified School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.~~

~~The complaint will be investigated and a written report with a Decision will be issued to the complainant by us within 60 days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.~~

~~This report will contain the following elements:~~

- ~~1. The findings of fact based on the evidence gathered.~~
- ~~2. Conclusion of law.~~
- ~~3. Disposition of the complaint.~~
- ~~4. The rationale for such a disposition.~~
- ~~5. Corrective actions, if any are warranted.~~
- ~~6. Notice of the complainant's right to appeal our Decision to the CDE.~~
- ~~7. Procedures to be followed for initiating an appeal to CDE.~~

~~The preschool program administrator or the designee of the district superintendent shall (1) make all reasonable efforts to investigate any problem within his or her authority. Investigations shall begin within 10 days of the receipt of the~~

complaint and (2) remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received and report to the complainant the resolution of the complaint within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

UCP Complaint Investigation—Investigating UCP Complaints

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is:

Assistant Superintendent of Personnel Services
Marysville Joint Unified School District Personnel Department 1919 B
Street
Marysville, CA 95901
(530) 749-6144
rcarreon@mjuds.com

The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Marysville Joint Unified School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is knowledgeable about the laws and programs assigned to investigate.

The Marysville Joint Unified School District will **We** investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in EC Section 200 and 220 and Government Code (GC) Section section 11135, including any actual or perceived characteristics as set forth in Penal Code (PC) Section .55 or on the basis or a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity we conduct, which is funded directly by, or that receives or benefits from any state financial assistance.

Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

All **We ensure that** complainants are protected from retaliation.

We advise complainants of the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws.

UCP Complaint Resolution

We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered;
- a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law;

- **corrective actions if we find merit in a complaint:**
 - ~~If Marysville Joint Unified School District finds merit in a~~ **for** complaints regarding Pupil Fees; Local Control and Accountability Plan (LCAP); ~~and/or Physical Education Instructional Minutes (grades one through eight)~~ **or Course Periods without Educational Content**, the remedy shall to go all affected pupils and parents/guardians.
 - **for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,**
 - **With respect to a Pupil Fees complaint, corrective actions shall include reasonable efforts to ensure full reimbursement to all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;**
 - ~~If we find merit in a complaint regarding~~ **With respect to** ~~Reasonable Accommodations to a Lactating Pupil; Course Periods without Educational Content (grades nine through twelve); and/or Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district, and pupils in military families, the public school or LEA shall provide a remedy to the affected pupil.~~
- **a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and**
- **the procedures to be followed for initiating an appeal to the CDE.**

We ensure an attempt shall be made in good faith to engage in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint.

We shall report summarized data on the nature and resolution of all state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

We are aware that all complaints and responses are public records.

UCP Complaint Appeal Process

~~An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.~~

An appeal is a request by the complainant to the CDE seeking review of an LEA Investigation Report that was issued in response to a properly-filed complaint. A signature may be handwritten, typed (including in an email) or electronically-generated.

~~A complainant may appeal our Decision of a UCP complaint to the State Superintendent of Public Instruction (SSPI) or his or her designee at the CDE (here and after known as SSPI) regarding all specified federal and state educational programs subject to the UCP.~~

The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- **The Marysville Joint Unified School District failed to follow its complaint procedures, and/or**
- **the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or**
- **the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or**
- **the legal conclusion in the Investigation Report is inconsistent with the law, and/or**
- **in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.**

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.

~~To appeal our Decision of all UCP complaints except State Preschool Health and Safety Issues the complainant must file a written appeal within 15 days of receiving the Decision to the SSPI.~~

~~To appeal our Decision of State Preschool Health and Safety Issues only the complainant must file a written appeal within 30 days of receiving the Decision to the SSPI.~~

~~This appeal to the CDE must fully explain the basis for the appeal, stating how the facts of our Decision are incorrect and/or the law is misapplied.~~

~~In addition the appeal shall be sent to CDE with:~~

- ~~1. A copy of the original locally filed complaint; and~~
- ~~2. A copy of our Decision of this original locally filed complaint.~~

~~A complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint to our board at a regularly scheduled hearing.~~

~~The SSPI shall comply with the requirements of 5 CCR section 4633 and shall provide an Investigation Report to the State Board of Education describing the basis for the complaint, our response to the state preschool health and safety issues complaint and its remedy or proposed remedy.~~

UCP Requirements Regarding State Preschool Health and Safety Issues Pursuant to HSC Section 1596.7925:

When Filing a UCP Complaint Regarding State Preschool Health and Safety Issues

To file a UCP complaint regarding a state preschool health and safety issue pursuant to HSC Section 1596.7925 the complainant must file with the preschool program administrator or their designee in Marysville Joint unified School District.

A state preschool health and safety issues complaint about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to our official for resolution.

A state preschool health and safety issues complaint may be filed anonymously. A complainant who identifies themselves is entitled to a response if they indicate that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If EC section 48985 is otherwise applicable, the response, if requested, and our Investigation Report shall be written in English and the primary language in which the complaint was filed.

A complaint form for a state preschool health and safety issue shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as they wish.

When investigating a UCP state preschool health and safety issue the preschool program administrator or the designee of the district superintendent shall make all reasonable efforts to investigate any problem within his or her authority, and investigations shall begin within 10 calendar days of the receipt of the complaint. A valid complaint shall be remedied within a reasonable time period, but not to exceed 30 working days from the date the complaint was received. The resolution of the complaint shall be reported to the complainant within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

Filing an Appeal Regarding UCP State Preschool Health and Safety Issues

A complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint at a regularly scheduled hearing of our board. A complainant will not be precluded from filing an appeal to the State Superintendent of Public Instruction (SSPI) if the complainant does not file a local appeal.

A complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of our superintendent has the right to file an appeal to the SSPI within 30 calendar days of the date of the Investigation Report.

The complainant shall comply with the same appeal requirements of 5 CCR section 4632 as in the section above ‘UCP Complaint Appeal Process.’

The complainant shall include a copy of the Investigation Report and specify and explain the basis for the appeal, including at least one of the following:

- the preschool program administrator or the designee of our superintendent failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- If the preschool program is found noncompliant, the corrective actions fail to provide a proper remedy.

We shall report summarized data on the nature and resolution of all UCP state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

All complaints and responses are public records.

Legal References

20 United States Code [20 U.S.C.] Section 6301 et seq.

34 Code of Federal Regulations [34 CFR] Sections 106.8, 34 CFR 299.10-11

California Education Code [EC] Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031, 8200-8498, 8235.5, 8235-8239.1, 8261, 8482-8484.65, 8500-8538, 17002(d), 17592.72, 32280-32289, 32289, 33126(b)(5)(A), 33126(b)(5)(B), 33315, 35161, 35186, 46015, 48645.7, 48853, 48853.5, 48987, 49010-49013, 49069.5, 49531, 49556, 51210, 51222, 51223, 51225.1-3, 51228.1-51228.3, 52059, 52075, 52300-52462, 52334.7, 52355, 52451, 52460-52462, 52500-52617, 54440-54445, 54445, 56100(a), 56100(j), 60010, 64001, 65000.

California Government Code [GC] Sections 11135, 11136, 12960

California Penal Code [PC] Section 422.55, 11166

~~adopted: March 11, 2008 Marysville, California~~

~~revised: April 22, 2008~~

~~revised: May 13, 2014~~

~~revised: July 28, 2015~~

~~revised: June 26, 2018~~

~~revised: July 16, 2019~~

~~revised: August 13, 2019~~

~~revised: January 14, 2020~~

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

State References

2 CCR	Harassment and discrimination prevention and correction – https://simbli.eboardsolutions.com/SU/haAgKnrQhVJbslsh34hY5zslsh5Q==
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints

5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures programs
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex - https://simbli.eboardsolutions.com/SU/ytLslshoozWGUAAbNL6kKgxQ==
Ed. Code 18100-18203	School libraries
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32280-32289	School safety plans
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48985	Notices in language other than English
Ed. Code 49010-49014	Student fees
Ed. code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Interstate Compact on Educational Opportunity for Military Children
Ed. Code 51210	Courses of study grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education, elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52616.24	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8498	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Nondiscrimination in programs or activities funded by state

Gov. Code 11135

Gov. Code 12900-12996

H&S Code 1596.792

H&S Code 1596.7925

Pen. Code 422.55

Pen. Code 422.6

Federal References

USC 1221

20 USC 1232g

20 USC 1681-1688

20 USC 6301-6576

USC 6801-7014

CFR 35.107

29 USC 794

34 CFR 100.3

34 CFR 104.7

34 CFR 106.1-106.82

34 CFR 106.8

34 CFR 106.9

CFR 110.25

34 CFR 99.1-99.67

42 USC 11431-11435

42 USC 12101-12213

42 USC 2000d-2000e-17

42 USC 2000h-2-2000h-6

42 USC 6101-6107

Discrimination –

<https://simbli.eboardsolutions.com/SU/PcUFWeMcCJnzBrKAL0EtQ==>

Fair Employment and Housing Act

California Child Day Care Act; general provisions and definitions

California Child Day Care Act; health and safety regulations

Definition of hate crime

Civil rights; crimes

Description

Application of laws

Family Educational Rights and Privacy Act (FERPA) of 1974

Title IX of the Education Amendments of 1972

Title I Improving the Academic Achievement of the Disadvantaged

Title III language instruction for limited English proficient and immigrant Students

Nondiscrimination on basis of disability; complaints

Rehabilitation Act of 1973, Section 504

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

Designation of responsible employee for Section 504

Nondiscrimination on the basis of sex in education programs

Designation of responsible employee for Title IX

Notification of nondiscrimination on basis of sex

Notification of nondiscrimination on the basis of age

Family Educational Rights and Privacy Act

McKinney-Vento Homeless Assistance Act

Title II equal opportunity for individuals with disabilities

Title VI and Title VII Civil Rights Act of 1964, as amended

Title IX of the Civil Rights Act of 1964

Age Discrimination Act of 1975

Management Resources References

California Department of Education Publication

California Department of Education Publication

U.S. DOE, Office For Civil Rights Publication

DOE, Office For Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

Description

Uniform Complaint Procedure 2020-21 Program Instrument

Sample UCP Board Policies and Procedures

Dear Colleague Letter, September 22, 2017 U.S.

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

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

U.S. DOJ Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI, 2002
Website	U.S. Department of Justice – https://simbli.eboardsolutions.com/SU/BPwrkTmFhG0SXt3hKCVuBw==
Website	California Department of Education – https://simbli.eboardsolutions.com/SU/os2iq5DcA2RawmY2VZ5FZQ==
Website	CSBA – https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education, Office for Civil Rights – https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==

Cross References	Description
0410	Nondiscrimination In District Programs And Activities – https://simbli.eboardsolutions.com/SU/UoIQX6i68xJBA1oSpS4pyA==
0420	School Plans/Site Councils – https://simbli.eboardsolutions.com/SU/6J3d8tYhplat4cAyloxoyg==
0420	School Plans/Site Councils – https://simbli.eboardsolutions.com/SU/qeJNgKHnqu05aVdpveHP6A==
0430	Comprehensive Local Plan For Special Education – https://simbli.eboardsolutions.com/SU/N40xGk3slshFslsh7AcACTslshhc88A==
0430	Comprehensive Local Plan For Special Education – https://simbli.eboardsolutions.com/SU/jplusl5ifgnvgXR9KtHUGSDVQ==
0450	Comprehensive Safety Plan – https://simbli.eboardsolutions.com/SU/4xgzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan – https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOlysg==
0460	Local Control And Accountability Plan – https://simbli.eboardsolutions.com/SU/dvEdJjEmaPbCsGGny9BLFA==
0460	Local Control And Accountability Plan – https://simbli.eboardsolutions.com/SU/qV2o7t6RM2WV8wIWlfntUA==
1100	Communication With The Public – https://simbli.eboardsolutions.com/SU/9QoJKbLQ84ZmsgYKplusR7grg==
1100-E(1)	Communication With The Public - California Code Of Regulations, Title 2 – https://simbli.eboardsolutions.com/SU/96ft6E4KgsRSfwVf0296QA==
1113	District And School Web Sites – https://simbli.eboardsolutions.com/SU/Xfn2gTfkrCVSGmzVPkTOBQ==
1113	District And School Web Sites – https://simbli.eboardsolutions.com/SU/PlplusJTKdJ3pHt8slsh1x5fu7Zw==
1220	Citizen Advisory Committees – https://simbli.eboardsolutions.com/SU/uhUITslshYj80k3XF66548Anw==
1220	Citizen Advisory Committees – https://simbli.eboardsolutions.com/SU/Wv1IXaGAj0xvplusjUMBal3FA==

1250	Visitors/Outsiders – https://simbli.eboardsolutions.com/SU/xCzJNB9AV7zkh5Vn0a8GKA==
1250	Visitors/Outsiders – https://simbli.eboardsolutions.com/SU/w721W4GUPQyJMIu6YLBcMA==
1312.1	Complaints Concerning District Employees – https://simbli.eboardsolutions.com/SU/z1TDVNoW85rcAHeP6JJ3Xg==
1312.1	Complaints Concerning District Employees – https://simbli.eboardsolutions.com/SU/2cOMlouZK6LB07hNmATN4g==
1312.4	Williams Uniform Complaint Procedures – https://simbli.eboardsolutions.com/SU/2PxtTuKHNRuCb2q15Gplusrvg==
1312.4-E(1)	Williams Uniform Complaint Procedures – https://simbli.eboardsolutions.com/SU/hbapluISmcX3j7klslshrjcwIIA==
3260	Fees And Charges – https://simbli.eboardsolutions.com/SU/3nwijxXwxTvcbgslshnUmQ7wg==
3260	Fees And Charges – https://simbli.eboardsolutions.com/SU/bYvOyBeCTbRyvwiVR4kLUQ==
3580	District Records – https://simbli.eboardsolutions.com/SU/sHKtqQdevQslshE5x357rNN2Q==
3580	District Records – https://simbli.eboardsolutions.com/SU/9GBjJsNBG1iR8mBFpFJt3w==
4030	Nondiscrimination In Employment – https://simbli.eboardsolutions.com/SU/7AlaUvYVavN9faDceplusla0A==
4030	Nondiscrimination In Employment – https://simbli.eboardsolutions.com/SU/70ZBnmDhplusRzJApey4yCfvg==
4112.23	Special Education Staff – https://simbli.eboardsolutions.com/SU/Hq1Sxngk10BDNYM20PM6yQ==
4119.1	Civil And Legal Rights – https://simbli.eboardsolutions.com/SU/XiQmetAeObslshUaYCuslsh0XNEQ==
4119.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/c1sQcGV4wkMZplusGCKwvNutA==
4119.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/xcyDC8Sg7zsG6MnGGfCWgA==
4119.23	Unauthorized Release Of Confidential/Privileged Information – https://simbli.eboardsolutions.com/SU/QINJlqKy34LBnEXZIYg14A==
4218	Dismissal/Suspension/Disciplinary Action – https://simbli.eboardsolutions.com/SU/9CacMVse5uQupluso7FTLhpbw==
4219.1	Civil And Legal Rights – https://simbli.eboardsolutions.com/SU/wxoaFJJWRLP292RJ9reiplusQ==
4219.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/7GorbdHboRh5122e5S5UYQ==

4219.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/WVa2MLUSnjg8X1XdWd5m0A==
4219.23	Unauthorized Release Of Confidential/Privileged Information – https://simbli.eboardsolutions.com/SU/F97EZTQVUAnOt41w7LDe0A==
4319.1	Civil And Legal Rights – https://simbli.eboardsolutions.com/SU/LTf9LRiDyClygLX1Oi2biA==
4319.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/pcryrOT3iSD4tcYyYslshUd4w==
4319.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/ZplusqUzS1wfn66IMooh1LPqQ==
4319.23	Unauthorized Release Of Confidential/Privileged Information – https://simbli.eboardsolutions.com/SU/4Nne1LZ25INiQ024xEIrFw==
5116.1	Intradistrict Open Enrollment – https://simbli.eboardsolutions.com/SU/FxeHzlIQH9b45OjvXccG8w==
5117	Interdistrict Attendance – https://simbli.eboardsolutions.com/SU/kgfqvHUvJCQnAaQHvTPeIw==
5117	Interdistrict Attendance – https://simbli.eboardsolutions.com/SU/iplusFI3Yt2P9uvsud7YVvsgg==
5125	Student Records – https://simbli.eboardsolutions.com/SU/Cih3uoJKfNcn9Jn6OSDI5A==
5125	Student Records – https://simbli.eboardsolutions.com/SU/f6ea2arR5SDxpdKbCdIFUw==
5131.62	Tobacco – https://simbli.eboardsolutions.com/SU/gHI6wgPNKGC2jOslshGVlu1Bg==
5131.62	Tobacco – https://simbli.eboardsolutions.com/SU/7yaViZoZ74MR7smorw0slshDg==
5137	Positive School Climate – https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yoqBxj2aJPLsg==
5141.4	Child Abuse Prevention And Reporting – https://simbli.eboardsolutions.com/SU/SIJkIVzu376Do2X8T9xyEw==
5141.4	Child Abuse Prevention And Reporting – https://simbli.eboardsolutions.com/SU/90pZKDrdioOalwnPbz2CqA==
5144.1	Suspension And Expulsion/Due Process – https://simbli.eboardsolutions.com/SU/Y2spYECOzyZamsWP6kQ0slshA==
5144.1	Suspension And Expulsion/Due Process – https://simbli.eboardsolutions.com/SU/GEyEuxJ3muBUllISQGsglw==
5145.3	Nondiscrimination/Harassment – https://simbli.eboardsolutions.com/SU/W4qrsishW0okbp2NslshwGDR4dFA==
5145.6	Parental Notifications –

	https://simbli.eboardsolutions.com/SU/plusk4slshiwghZ5slshUMadZf7Pnag==
5145.6-E(1)	Parental Notifications – https://simbli.eboardsolutions.com/SU/MnCUR8J9cs0TfKTSLWrlyg==
5145.7	Sexual Harassment – https://simbli.eboardsolutions.com/SU/wV5EZXiN5ZA9oNt1m2fplusQ==
5145.7	Sexual Harassment – https://simbli.eboardsolutions.com/SU/P34uPmPKPVC7Z2rx5R5XWQ==
5146	Married/Pregnant/Parenting Students – https://simbli.eboardsolutions.com/SU/G3dJ34atMpUuUgOz0vvhbA==
5146	Married/Pregnant/Parenting Students – https://simbli.eboardsolutions.com/SU/yc2EKpMMWCciA90TZW0ayw==
5148	Child Care And Development – https://simbli.eboardsolutions.com/SU/QTigSKplusi8qslsh72cJZKgmTHQ==
5148	Child Care And Development – https://simbli.eboardsolutions.com/SU/3Hpt2tIQI0iwkQ5F51Se9A==
5148.2	Before/After School Programs – https://simbli.eboardsolutions.com/SU/6gplusZ33WUPgetIE987Eaumg==
5148.2	Before/After School Programs – https://simbli.eboardsolutions.com/SU/WAFGKFI9lqu8OvYka3fmXA==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction – https://simbli.eboardsolutions.com/SU/23YslshTuR4sSraticW3PtkR0g==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction – https://simbli.eboardsolutions.com/SU/kLfslshMuojQnNohzLPooY0yg==
6142.7	Physical Education And Activity – https://simbli.eboardsolutions.com/SU/WXk8ISanLplusukwMbFJGaLoA==
6142.7	Physical Education And Activity – https://simbli.eboardsolutions.com/SU/Jridu6QJPrXbWaeDmkfznA==
6145	Extracurricular And Cocurricular Activities – https://simbli.eboardsolutions.com/SU/0kNuvh9jUUpluslXtbH22gNcA==
6145	Extracurricular And Cocurricular Activities – https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYoSg==
6145.2	Athletic Competition – https://simbli.eboardsolutions.com/SU/Xslsh2eRTXyzNpH6Fslsh4M6p9Mw==
6145.2	Athletic Competition – https://simbli.eboardsolutions.com/SU/SAoBYvFlu4aVbGVrkRHIng==
6145.2-E(1)	Athletic Competition – https://simbli.eboardsolutions.com/SU/yg4KrMiMbNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition – https://simbli.eboardsolutions.com/SU/QFXjyCxyVYxJ3WkDaVUslshKA==

6146.1	High School Graduation Requirements – https://simbli.eboardsolutions.com/SU/VISRsISWMeJRH4HQU06eNA==
6146.1	High School Graduation Requirements – https://simbli.eboardsolutions.com/SU/DMZioiWSZLEon7OVpZWtvQ==
6152	Class Assignment – https://simbli.eboardsolutions.com/SU/OvHGK96JBb4uUmsyBiRgwQ==
6159	Individualized Education Program – https://simbli.eboardsolutions.com/SU/7cVdztXa9qTZZbG8xiWfyg==
6159	Individualized Education Program – https://simbli.eboardsolutions.com/SU/ze1FiNMplusWQJpL4ISnWBovQ==
6159.1	Procedural Safeguards And Complaints For Special Education – https://simbli.eboardsolutions.com/SU/I9JRd8OOVNOoPkNuKbFonQ==
6159.1	Procedural Safeguards And Complaints For Special Education – https://simbli.eboardsolutions.com/SU/4bS7XiccbezXiRufslsh8vTdQ==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education – https://simbli.eboardsolutions.com/SU/zv2slshZt0w8aRZtBg1nMvalQ==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education – https://simbli.eboardsolutions.com/SU/fwBXplusKgZQplusMWEFhplusDoiVvA==
6159.3	Appointment Of Surrogate Parent For Special Education Students – https://simbli.eboardsolutions.com/SU/AX8190bvgnkslshUEQPiE99Wg==
6159.3	Appointment Of Surrogate Parent For Special Education Students – https://simbli.eboardsolutions.com/SU/0U2qplusWkplus1we6upsSsJOplusplusQ==
6164.4	Identification And Evaluation Of Individuals For Special Education – https://simbli.eboardsolutions.com/SU/DslshmVLHVJUptuXV8aBoWaslshA==
6164.4	Identification And Evaluation Of Individuals For Special Education – https://simbli.eboardsolutions.com/SU/in58GMp4JsKI2HAzbFTjng==
6171	Title I Programs – https://simbli.eboardsolutions.com/SU/wha7xltoqSwEeCnTuXQJDO==
6171	Title I Programs – https://simbli.eboardsolutions.com/SU/HUyfV5gplusPWHexCImFo9Ksw==
6173	Education For Homeless Children – https://simbli.eboardsolutions.com/SU/tVTMCplusrXOGVVlxJBLWMslshiA==
6173	Education For Homeless Children – https://simbli.eboardsolutions.com/SU/2g3ThEb0EZ1WVK7dkXhZww==
6173-E(1)	Education For Homeless Children – https://simbli.eboardsolutions.com/SU/v2wr3aihgn9WKZwJocjsug==
6173.1	Education For Foster Youth – https://simbli.eboardsolutions.com/SU/8oWQrF3sP2Sh2mHAozfVnQ==

6173.1	Education For Foster Youth – https://simbli.eboardsolutions.com/SU/yg7E5yJxVslsh7jDWT48vmB9Q==
6173.3	Education For Juvenile Court School Students – https://simbli.eboardsolutions.com/SU/J0xPOE7oAljFb95V0JqpQg==
6178	Career Technical Education – https://simbli.eboardsolutions.com/SU/qde1lXslshL0V51Lsn92thLZQ==
6178	Career Technical Education – https://simbli.eboardsolutions.com/SU/wQv4k6VnsANVLWniQslshOXzw==
6200	Adult Education – https://simbli.eboardsolutions.com/SU/aaXTpzPdUiGkP0drD1qgdg==
6200	Adult Education – https://simbli.eboardsolutions.com/SU/g6zXviMgydSdGdYA5HGC6g==
9000	Role Of The Board – https://simbli.eboardsolutions.com/SU/Vplusl5Nzz06fehQgK6N18Ywg==
9011	Disclosure Of Confidential/Privileged Information – https://simbli.eboardsolutions.com/SU/YSRnUCoHsQ17WwWkaedBQw==
9124	Attorney – https://simbli.eboardsolutions.com/SU/1YXplusLAGPfjh4QNvYgxSBhA==
9200	Limits Of Board Member Authority – https://simbli.eboardsolutions.com/SU/ogRRLmROC9MZgaZTqk2klg==
9322	Agenda/Meeting Materials – https://simbli.eboardsolutions.com/SU/GC8vsQarjtwLRQ2nv2wy1Q==

Regulation 1312.4: Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 03/11/2008 | **Last Revised Date:** 01/14/2020 | **Last Reviewed Date:** 11/09/2021

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
530-749-6000
Adopted by our Governing Board on December 14, 2021

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The Responsibility of the Marysville Joint Unified School District

The Marysville Joint Unified School District is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If Education Code Section 48985 is applicable and 15 percent or more of the pupils in grades K - 12 enrolled in our district speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate school district official for resolution.

The principal or the designee of the district superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, district superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal, or where applicable, district superintendent or his or her designee, shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to the district superintendent or his or her designee.

The school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

The Williams Complaint Classroom Notice

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each school in the district and includes:

1. The parents, guardians, pupils, and teachers,
2. a statement proclaiming sufficient textbooks and instructional materials,
3. (For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
4. a statement that school facilities must be clean, safe, and maintained in good repair,
5. a statement that there should be no teacher vacancies or misassignments, and the location at which to obtain a form to file a complaint in case of a shortage
www.cde.ca.gov/re/cp/uc

The Williams Complaint Form

We make sure that the Williams Complaint form is available for parents, guardians, pupils, and teachers to use.

Every school in our district shall have a complaint form available for such Williams complaints.

The Williams Complaint form shall include:

1. A section to indicate if a response is requested,
2. a section for contact information including mailing address if a response be requested.
3. a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional materials to use in class.
4. a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
5. a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
6. a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
7. a statement that a condition poses an urgent or emergency threat to the health or safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
8. a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and towels or functional hand dryers.
9. a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.
10. a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificate employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester).

11. a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
12. a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.
13. a section to identify the location of the school in which the alleged violation took place,
14. a section to identify the course or grade level, if applicable,
15. a section where the complainant describes the specific nature of the complaint in detail,
16. a statement that the complainant may include as much text as the complainant feels is necessary, and
17. a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

Filing a Williams Complaint with the Marysville Joint Unified School District

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

The complainant need not use the Williams Complaint form to file a complaint.

How to Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or the district superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board of the school district at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of EC Section 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Conditions that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

1. Gas leaks
2. Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.

3. Electrical power failure.
4. Major sewer line stoppage.
5. Major pest or vermin infestation.
6. Broken windows or exterior doors or gates that will not lock and that pose a security risk.
7. Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupil or staff.
8. Structural damage creating a hazardous or uninhabitable condition.

In regards to the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, the complainant shall comply with the appeal requirements of 5 CCR Section 4632.

A complainant may appeal the Decision of the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

~~approved: March 11, 2008 Marysville, California~~

~~revised: April 8, 2008~~

~~revised: May 13, 2014~~

~~revised: June 26, 2018~~

~~revised: January 14, 2020~~

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

State References

5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
Ed. Code 1240	County superintendent of schools, duties - https://simbli.eboardsolutions.com/SU/zxiNbLNKXQ1Z3w2H1beZIA==
Ed. Code 17592.72	Urgent or emergency repairs, School Facility Emergency Repair Account
Ed. Code 234.1	Prohibition of discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure
Ed. Code 35292.5-35292.6	Restrooms, maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal References

20 USC 6314	Title I schoolwide program
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Management Resources References

Website	State Allocation Board, Office of Public School Construction - https://simbli.eboardsolutions.com/SU/UxUcDGuszWNedr16Dp8wuQ==
Website	California Department of Education, Williams Case - https://simbli.eboardsolutions.com/SU/lgEokvI5m4hnKA9yXFZS8A==
Website	California County Superintendents Educational Services Association - https://simbli.eboardsolutions.com/SU/Wyr1WplusZPL9SDth52IMoLrg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/dvEdJjFmaPbCsGGny9BLFA==
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0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/qV2o7t6RM2WV8wIWlfntUA==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/9QoJKbLQ84ZmsqYKplusR7grg==
1100-E(1)	Communication With The Public - California Code Of Regulations, Title 2 - https://simbli.eboardsolutions.com/SU/96ft6E4KgsRSfwVf0296QA==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/xCzJNB9AV7zkh5Vn0a8GKA==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/w721W4GUPQyJMIu6YLBcMA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/g4vAKOwjoe35HDal8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFjJNLHfslsh09hGbbRjKwig==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/Danglv3dfKoPWeperW9DQOQ==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/VLAeNhil9VqspJDKBEtshRg==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/X8LvQTWZbtsk4L2x22gMeg==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/nsMpNi3sVeobRzjYRac4gw==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/dUjshMmjaBsTTxBhoXxQ2Dw==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/le9BGpn7H5SN3ahVsRACTA==
3514.2	Integrated Pest Management - https://simbli.eboardsolutions.com/SU/aON9QmvjsTuiUi06dfVcUw==
3517	Facilities Inspection - https://simbli.eboardsolutions.com/SU/bB88LyOmSJQ2mDs7KTJcuw==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/9eHplusGW3KemHMoUqsYH519g==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/afN2SPxzPKJxgKDXyUBcA==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/cLXoXHDIAaYt4FKplus3lcnDw==
4113	Assignment - https://simbli.eboardsolutions.com/SU/CG4ySqT62WDUKnCnVMeL9g==
6142.92	Mathematics Instruction - https://simbli.eboardsolutions.com/SU/CtuJO8085CSE3sfcXIs9Vw==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/IV0Q2SI2v0SAlia4a2z1y8g==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/OplusdjS7RHilbLjBjVMHRXKA==
6161.2	Damaged Or Lost Instructional Materials - https://simbli.eboardsolutions.com/SU/3tslshEplusLIAXp1DBDjplusubslsh4pg==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/Vplusl5Nzz06fehQgK6N18Ywg==

9200

Limits Of Board Member Authority -

<https://simbli.eboardsolutions.com/SU/ogRRLmROC9MZgaZTqk2klg==>

9322

Agenda/Meeting Materials -

<https://simbli.eboardsolutions.com/SU/GC8vsQarjtwLRQ2nv2wy1Q==>

**Exhibit 1312.4-E(1): Williams Uniform Complaint
Procedures**

Status: ADOPTED

Original Adopted Date: 03/11/2008 **Last Review Date:** 11-9-2021
See PDF on the next page.

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:

COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by ~~law~~ **statute**. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information ~~below~~.

Response requested? _____ Yes _____ No

Contact information: (if response is requested)

Name: _____

Mailing Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

~~Date problem was observed:~~

~~Location of the problem that is the subject of this complaint:~~

~~School name/address:~~

~~Course title/grade level and teacher name~~

~~Room number/name of room/location of facility:~~

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

☐ A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

☐ A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

☐ A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

☐ A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

☐ A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

☐ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

The complainant adds the following information:

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Describe complaint in detail. You may include as much text as necessary:

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5; 5 CCR 4683)

___ A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including: gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other emergency conditions the school district deems determines appropriate by the district.

___ For a school that serves students in any of grades 6-12 with 40 percent or more of its students from low-income families, as defined, the school has not stocked at least half of its restrooms with feminine products at all times and made those products available to students at no cost.

___ A school restroom has not been cleaned or maintained regularly, is not fully operational, or and has not been stocked at all times with toilet paper, soap, or and paper towels or functional hand dryers.

___ The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

Please file this complaint with the site principal or:

Assistant Superintendent, Personnel

1919 B Street

Marysville, CA 95901

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature) (Date)

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:

PRESCHOOL COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8235.5, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site:
<http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

PRESCHOOL COMPLAINT FORM:

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 8235.5 requires that the complaint procedures in 5 CCR 4680-4687 be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information: (if response is requested)

Name:

Address:

Phone number: Day: _____ Evening:

E-mail address, if any:

Date problem was observed:

Location of the problem that is the subject of this complaint:

School name/address:

Room number/name of room/location of facility:

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

☐ The preschool does not have outdoor shade that is safe and in good repair.

☐ Drinking water is not accessible and/or readily available throughout the day.

☐ The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.

☐ Restroom facilities are not available only for preschoolers and kindergartners.

☐ The preschool program does not provide visual supervision of children at all times.

☐ Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.

☐ Playground equipment is not safe, in good repair, or age appropriate.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

Please file this complaint at the following location:

Director, Child Development

1919 B Street

Marysville, CA 95901

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature) (Date)

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

State References	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
Ed. Code 1240	County superintendent of schools, duties - https://simbli.eboardsolutions.com/SU/zxiNbLNKXQ1Z3w2H1beZIA==
Ed. Code 17592.72	Urgent or emergency repairs, School Facility Emergency Repair Account
Ed. Code 234.1	Prohibition of discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure
Ed. Code 35292.5-35292.6	Restrooms, maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal

References	Description
20 USC 6314	Title I schoolwide program

Management Resources

References	Description
Website	State Allocation Board, Office of Public School Construction https://simbli.eboardsolutions.com/SU/UxUcDGuszWNedr16Dp8wuQ==
Website	California Department of Education, Williams Case - https://simbli.eboardsolutions.com/SU/lgEokvl5m4hnKA9yXFZS8A==
Website	California County Superintendents Educational Services Association https://simbli.eboardsolutions.com/SU/Wyr1WplusZPL9SDth52IMoLrg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

Description
0460 Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/dvEdJjEmaPbCsGGny9BLFA==
0460 Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/qV2o7t6RM2WV8wIWlfntUA==
1100 Communication With The Public - https://simbli.eboardsolutions.com/SU/9QoJKbLQ84ZmsqYKplusR7grg==
1100-E(1) Communication With The Public - California Code Of Regulations, Title 2 https://simbli.eboardsolutions.com/SU/96ft6E4KgsRSfwVf0296QA==
1250 Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/xCzJNB9AV7zkh5Vn0a8GKA==
1250 Visitors/Outsiders -

1312.3	https://simbli.eboardsolutions.com/SU/w721W4GUPQyJMIu6YLCMA== Uniform Complaint Procedures -
1312.3	https://simbli.eboardsolutions.com/SU/g4vAKOwjeo35HDal8xtYslshA== Uniform Complaint Procedures -
1312.3-E(1)	https://simbli.eboardsolutions.com/SU/UGFjINLHfslsh09hGbbRjKwig== Uniform Complaint Procedures -
1340	https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w== Access To District Records -
1340	https://simbli.eboardsolutions.com/SU/Danglv3dfKoPWeperW9DQQ== Access To District Records -
3270	https://simbli.eboardsolutions.com/SU/VLAeNhil9VqspJDKBEtslshRg== Sale And Disposal Of Books, Equipment And Supplies -
3270	https://simbli.eboardsolutions.com/SU/X8LvQTWZbtSk4L2x22gMeg== Sale And Disposal Of Books, Equipment And Supplies -
3514	https://simbli.eboardsolutions.com/SU/dUjSlshMmjaBsTTxBhoXxQ2Dw== Environmental Safety -
3514	https://simbli.eboardsolutions.com/SU/le9BGpn7H5SN3ahVsRACTA== Environmental Safety -
3514.2	https://simbli.eboardsolutions.com/SU/aON9QmvjsTuiUi06dfvcUw== Integrated Pest Management -
3517	https://simbli.eboardsolutions.com/SU/bB88LyOmSJQ2mDs7KTJcuw== Facilities Inspection -
3550	https://simbli.eboardsolutions.com/SU/9eHplusGW3KemHMOuQsYH519g== Food Service/Child Nutrition Program -

3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/afN2SPxzPKJxgKDXytUBcA==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/cLXoXHDIAaYt4FKplus3IcnDw==
4113	Assignment - https://simbli.eboardsolutions.com/SU/CG4ySqT62WDUKnCnVMeL9g==
6142.92	Mathematics Instruction - https://simbli.eboardsolutions.com/SU/CtuJO8085CSE3sfcXIs9Vw==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/IV0Q2SI2v0SAli4a2z1y8g==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/0plusdjS7RHilbLjBjVMHRXKA==
6161.2	Damaged Or Lost Instructional Materials - https://simbli.eboardsolutions.com/SU/3tslshEplusLIAXp1DBDJplusubslsh4pg==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/Vplusl5Nzz06fehQgK6N18Ywg==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/ogRRLmROC9MZgaZTqk2klg==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/GC8vsQarjtwLRQ2nv2wy1Q==

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
ASSOCIATION OF MANAGEMENT and CONFIDENTIAL EMPLOYEES

The Marysville Joint Unified School District (District) and the Association of Management and Confidential Employees (AMACE) reached a tentative agreement on June 28, 2021, incorporating the following:

Total Compensation for the 2020/2021 School Year:

The parties agreed to a total compensation package that reflects a four point zero percent (4.0%) one-time, off-schedule payment retroactive to July 1, 2020. This is a 1 point zero percent addition (1%) triggered by the "me too" clause amending the initially signed 3% offer. The total compensation package shall be structured in the following manner:

Retro Payment

All AMACE-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Supervisors not in good standing, and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive the retro payment.

Completion of Negotiations for 2020/21 and 2021-22 Term and Duration of Agreement

This Agreement shall fully resolve all negotiations through the 2020/2021 and 2021/2022 school years. The parties agree on a "Me, too!" clause, regarding salary increases. The new term of the Memorandum of Understanding between the parties shall be in force through June 30, 2025.

Traditional reopeners for total compensation (e.g., wages and benefits) shall still apply in each school year through June 30, 2025.

For AMACE:



Adam Pitts, AMACE President

11/1/2021

Date

For the District:



Dr. Rocco Greco, Executive Director

11/1/21

Date

SUMMARY OF PROPOSED AGREEMENT

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

To be acted upon by the Governing Board at its meeting on : (enter Date) 11/9/2021
Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days) 12/24/2021
Estimated Agreement Payment Date (enter Date) 11/30/2021

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>AMACE</u>	<u>55.1</u>
Classified: <u>AMACE</u>	<u>14</u>

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: (enter Begin Date) 7/1/2020
and ending on: (enter End Date) 6/30/2021

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

Fiscal Years:	<u>2020-2021</u>		
Reopeners: Yes or NO ?	<u>Yes</u>		

if Yes, what Areas?

Total compensation (e.g. wages and benefits). The parties agree on a "Me, too" clause, regarding salary increases.

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): \$ 8,879,286.21

Current Year Salary Cost After Settlement
(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable): \$ 8,961,066.51

Total Cost Increase or (Decrease):	<u>\$81,780.30</u>
Percentage Increase or (Decrease):	<u>0.92%</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 0.00% per employee

% increase or (decrease) for one-time bonus/stipend or (salary reduction) 1.00% per employee

Step & column
average % annual change over the prior year schedule 0.00% per employee

TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE 1.00% 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>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:

\$ 1,987,025.22

Proposed Costs:

\$ 2,006,297.62

Total Cost Increase or (decrease):

\$19,272.40

Percentage Change:

0.97%

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

Total Health and Welfare Costs:

Current Costs:

\$ 638,584.09

Proposed Costs:

\$ 638,584.09

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.)

AMACE Health & Welfare cap is \$857.66 per month and includes: Health, Vision, Dental and Life Insurance.

Current Cap:

\$ 857.42

Proposed Cap:

\$ 857.42

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

\$ 8,879,286.21

Benefits

\$ 2,625,609.31

Total:

\$ 11,504,895.52

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

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

Salaries

\$ 8,961,066.51

Benefits

\$ 2,644,881.71

Total:

\$ 11,605,948.22

TOTAL COST INCREASE OR (DECREASE)

\$101,052.70

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

PERCENTAGE CHANGE

0.88%

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

\$ 108,663.11

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, 2020, the District provided a one-time, off schedule payment equivalent to three point zero percent (3.0%) for the 20/21 school year. The TA included a "Me, too" clause. As a result of this clause, the addendum includes an additional one point zero percent (1.0%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 1.0%. All AMACE-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. AMACE-unit members not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive a pro-rated payment.

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.

Total compensation (e.g. wages and benefits). The parties agree on a "Me, too" clause, regarding salary increases.

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 %)*

\$	133,116,887.00
	3%
\$	3,993,506.61

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)

12/24/2021

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.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

First Subsequent Year 2022-2023			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of _____ 6/22/2021	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	9,280		9,280
LCFF Sources (8010-8099)	107,326,470.00	0.00	107,326,470.00
Remaining Revenues (8100-8799)	22,894,745.00	0.00	22,894,745.00
TOTAL	130,221,215.00	0.00	130,221,215.00
OPERATING EXPENDITURES			
1000 Certificated Salaries	51,020,445.00	0.00	51,020,445.00
2000 Classified Salaries	23,538,630.00	0.00	23,538,630.00
3000 Benefits	34,236,262.00	0.00	34,236,262.00
4000 Instructional Supplies	7,312,140.00	0.00	7,312,140.00
5000 Contracted Services	12,717,187.00	0.00	12,717,187.00
6000 Capital Outlay	680,000.00	0.00	680,000.00
7000 Other	4,914,684.00	0.00	4,914,684.00
TOTAL	134,419,348.00	0.00	134,419,348.00
OPERATING SURPLUS/(DEFICIT)	(4,198,133.00)	0.00	(4,198,133.00)
Other Sources and Transfers In	0.00	0.00	0.00
Other Uses and Transfers Out	110,000.00	0.00	110,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(4,308,133.00)	0.00	(4,308,133.00)
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	66,092,644.00		66,092,644.00
Prior-Year Adjustments (9792-9795)			0.00
NET BEGINNING BALANCE	66,092,644.00		66,092,644.00
ENDING FUND BALANCE (EFB)	61,784,511.00	0.00	61,784,511.00
COMPONENTS OF EFB (above):			
Nonspendable (9711-9719)	498,377.00	0.00	498,377.00
Restricted (9740)	25,343,256.00	0.00	25,343,256.00
Committed (9750/9760)	0.00	0.00	0.00
Assigned (9780)	16,148,053.00	0.00	16,148,053.00
Reserve Economic Uncertainties	4,035,880.44	0.00	4,035,880.44
Unassigned/Unappropriated (9790)	15,758,944.56	0.00	15,758,944.56
State Minimum Reserves %	14.71%	Meets	14.71%
Are budgets in balance?	In Balance		In Balance
Did you adjust reserves? s/b \$0	\$ -	OK	\$ -
FUND 17 RESERVES (9789) or N/A	\$ -		\$ -

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

LCFF 100%, Unduplicated 76.06%, 2.48% COLA

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Second Subsequent Year 2023-2024			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of <u>6/22/2021</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	9,280		9,280
LCFF Sources (8010-8099)	110,663,631.00	0.00	110,663,631.00
Remaining Revenues (8100-8799)	22,894,745.00	0.00	22,894,745.00
TOTAL	133,558,376.00	0.00	133,558,376.00
OPERATING EXPENDITURES			
1000 Certificated Salaries	52,040,854.00	0.00	52,040,854.00
2000 Classified Salaries	24,012,573.00	0.00	24,012,573.00
3000 Benefits	35,263,349.00	0.00	35,263,349.00
4000 Instructional Supplies	7,766,008.00	0.00	7,766,008.00
5000 Contracted Services	12,717,187.00	0.00	12,717,187.00
6000 Capital Outlay	680,000.00	0.00	680,000.00
7000 Other	6,742,656.00	0.00	6,742,656.00
TOTAL	139,222,627.00	0.00	139,222,627.00
OPERATING SURPLUS/(DEFICIT)	(5,664,251.00)	0.00	(5,664,251.00)
Other Sources and Transfers In	0.00	0.00	0.00
Other Uses and Transfers Out	115,000.00	0.00	115,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(5,779,251.00)	0.00	(5,779,251.00)
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	61,784,511.00		61,784,511.00
Prior-Year Adjustments (9792-9795)			0.00
NET BEGINNING BALANCE	61,784,511.00		61,784,511.00
ENDING FUND BALANCE (EFB)	56,005,260.00	0.00	56,005,260.00
COMPONENTS OF EFB (above):	(use whole rounded numbers only)		
Nonspendable (9711-9719)	498,377.00		498,377.00
Restricted (9740)	25,343,256.00		25,343,256.00
Committed (9750/9760)	0.00		0.00
Assigned (9780)	13,882,109.00	0.00	13,882,109.00
Reserve Economic Uncertainties	4,180,128.81	0.00	4,180,128.81
Unassigned/Unappropriated (9790)	12,101,389.19	0.00	12,101,389.19
State Minimum Reserves %	11.68%	Meets	11.68%
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	\$ -		\$ -

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:
LCFF 100%, Unduplicated 76.09% COLA 3.11%

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 will use the In-Person Instruction grant (IPI) to fund the additional one percent (1.0%) off-schedule payment.

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)*:

Retroactive to July 1, 2020, the District provided a one-time, off schedule payment equivalent to three point zero percent (3.0%) for the 20/21 school year. The TA included a "Me, too" clause. As a result of this clause, the addendum includes an additional one point zero percent (1.0%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 1.0%. All AMACE-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. AMACE-unit members not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive a pro-rated payment.

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 will use the In-Person Instruction grant (IPI) to fund the additional one percent (1.0%) off-schedule payment.

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:	Estimated
	(CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	\$11,558.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA:	
	(PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	\$11,109.00
(C)	= Amount of Current-Year Increase or (decrease):	
	(A) minus (B)	449.00
(D)	= Percentage Increase or (decrease) in LCFF per ADA:	
	(C) divided by (B)	4.04%
(E)	ADA Increase/(Decrease) from Prior Year as %	0.00%
	Current year P-2 LCFF funded ADA (greater of PY	
	guarantee or current year)	9,279.88
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee	
	or current year)	9,279.88
(F)	Total LCFF % increase or (decrease) plus ADA % change	4.04%
(G)	Indicate Total Settlement Percentage Change from Section 5	0.88%

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 Tuesday, November 9, 2021 took action to approve the proposed Agreement with the AMACE 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

AMACE

BARGAINING UNIT

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

11/09/21

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending
for the following fiscal years **2020-2021**

07/01/20

06/30/21

2020-2021, ,

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

\$11,504,895.52

2. Current Year Costs After Agreement

\$11,605,948.22

3. Total Cost Change

\$101,052.70

4. Percentage Change

0.88%

5. Value of a 1% Change

108,663

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)

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

1.0%

2. Step & Column

(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

1%

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)

**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	2,625,609.31
2.	Cost of Benefits After Agreement	2,644,881.71
3.	Percentage Change in Total Costs	0.73%

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:	\$ 133,116,887.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 3,993,506.61

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)	\$3,993,506.61
5.	Unassigned/Unappropriated (Object 9790)	\$19,488,613.39
6.	Total Reserves: (Object 9789 + 9790)	\$23,482,120.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
----	---	--

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$23,482,120.00
9.	Percentage of General Fund Expenditures/Uses	17.64%
Difference between District Reserves and Minimum State Requirement		\$19,488,613.39

**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 will use the In-Person Instruction grant (IPI) to fund the additional one percent (1.0%) off-schedule payment.

H. NARRATIVE OF AGREEMENT

Retroactive to July 1, 2020, the District provided a one-time, off schedule payment equivalent to three point zero percent (3.0%) for the 20/21 school year. The TA included a "Me, too" clause. As a result of this clause, the addendum includes an additional one point zero percent (1.0%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 1.0%: All AMACE-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. AMACE-unit members not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive a pro-rated payment.

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 will use the In-Person Instruction grant (IPI) to fund the additional one percent (1.0%) off-schedule payment.

**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



Chief Business Official - signature

Date

11-1-2021

Date

*After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on **Tuesday, November 9, 2021** took action to approve the proposed Agreement*

*with the **AMACE** Bargaining Unit.*

*President, Governing Board
(signature)*

Date

**Marysville Unified Teachers Association
Initial Proposal to
Marysville Joint Unified School District
for Contract Year 2021-2022**

The Marysville Unified Teachers Association and the Marysville Joint Unified School District are parties to a Collective Bargaining Agreement (CBA) which remains in full effect until June 30, 2023. The Marysville Unified Teachers Association wishes to explore changes to the following articles:

ARTICLE VII: WORK YEAR

ARTICLE XIII: CLASS SIZE

ARTICLE XX: RETIREMENT INCENTIVE

ARTICLE XXIX: SUBSTITUTE TEACHING

ARTICLE XIV: HEALTH and WELFARE FRINGE BENEFITS

ARTICLE XV: SALARY and APPENDICES

And any other Article(s) mutually agreed upon by both parties.

Angela Stegall, President
Marysville Unified Teachers Association

Date

INITIAL BARGAINING PROPOSAL
from the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
to the
MARYSVILLE UNIFIED TEACHERS ASSOCIATION
Initial Proposal

The Marysville Joint Unified School District (District) presents the following initial bargaining proposal to the Marysville Unified Teachers Association (MUTA) for the 2021-22 school year, pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement between the District and MUTA.

TOTAL COMPESATION:

- A. XV: SALARY
- B. ARTICLE XIV: HEALTH AND WELFARE FRINGE BENEFITS

ADDITIONAL TOPCS OF INTEREST:

- A. ARTICLE VI: EVALUATION PROCEDURES
- B. ARTICLE VIII: HOURS OF EMPLOYMENT
- C. ARTICLE IX: INSTRUCTIONAL DAY

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/11

Resolution to Establish a Capital Outlay Projects Special Reserve Fund

WHEREAS, School districts are authorized by Education Code section 42842 to establish a restricted fund known as the Capital Outlay Projects Special Reserve Fund; and

WHEREAS, the purpose or purposes for which this fund shall be established is to collect and disburse money which will be used for various capital outlay projects; and

WHEREAS, the District has accumulation of funds for such purposes; and

THEREFORE, BE IT RESOLVED, that the Governing Board hereby authorizes the Marysville Joint Unified School District to establish a restricted fund to be known as the Special Reserve for Capital Outlay Projects Fund in accordance with Education Code section 42842.

PASSED AND ADOPTED this 9th day of 2021, by the following vote of the Board of Trustees of the Marysville Joint Unified School District:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Dr. Fal Asrani, Ed.D.
Secretary - Board of Trustees

Randy Rasmussen
President - Board of Trustees