

**CUYAMA JOINT UNIFIED SCHOOL DISTRICT
BOARD WORKSHOP FOR REENTRY**

Thursday, July 9, 2020 5:00 P.M.

REGULAR BOARD MEETING

Thursday, July 9, 2020, 6:00 P.M.

CAFETERIA, CUYAMA ELEMENTARY SCHOOL

2300 Hwy 166, New Cuyama CA 93254

Available through Zoom Meeting

<https://zoom.us/j/6992772331?pwd=bEVabWF0VHI2MkpGYkZNSzAxVTJjZz09>

Meeting ID: 699 277 2331

One tap mobile

+16699009128,,6992772331#,,,0#,,2642# US (San Jose)

Dial by your location

+1 669 900 9128 US (San Jose)

Password: 2642

Minutes

The board workshop regarding reentry to Cuyama Joint Unified School District in the fall of 2020 is open to the public and will be a discussion and allow for questions and input from members of the community as well as the board. This opportunity is for discussion only and there will be no actions taken during this meeting pertaining to these matters. The items discussed may be considered for future revisions of the reentry plan.

- I. The meeting will be called to order by Board President, Heather Lomax at 6:05 P.M.

ROLL CALL:

Trudi Calloway P Alfonso Gamino P

Whitney Goller AB Interim Superintendent

Heather Lomax P

Michael Mann AB

Jose Valenzuela P

FLAG SALUTE: Led by Russ Barnes

Members of the public shall have an opportunity to address the Board of Trustees either before or during the Board's consideration of each item of business to be discussed. In order to efficiently manage the business of the Board, the Board President may limit the amount of time allocated for public testimony for each individual speaker to 3 minutes and limit the total time allocated on a particular issue to 15 minutes, pursuant to board policy.

II. PUBLIC FORUM:

At this time, any member of the public may address the Board of Education. Following recognition by the president, each speaker may have the floor for five minutes. Persons addressing the Board are requested to give name and the group or organization they represent, if any, in order that an accurate record be made in the minutes. Items not appearing on the agenda cannot, by law, be the subject of Board action. Such items may be placed on future agendas for full discussion and/or action.

III. SUPERINTENDENT'S REPORT:

IV. CONSENT AGENDA:

The Board will consider the following consent calendar items. All items listed are considered to be routine and noncontroversial. Consent items will be considered first and may be approved by one motion if no member of the CJUSD Board wishes to comment or discuss. If comment or discussion is desired, the item will be removed from the consent agenda and considered in the listed sequence with an opportunity for any member of the public to address the CJUSD Board concerning the item before action is taken.

Sonia Herrera – Permission for acceptance of MOU for 4H
Russ Barnes – Fundraising

- a. Minutes of January 8, 2020 Meeting – *Pulled by Trudi Callaway*
- b. Minutes of June 11, 2020 Meeting
- c. Minutes June 25, 2020 Meeting – *Pulled by Jose Valenzuela*
- d. Minutes June 29, 2020 Meeting – *Pulled by Jose Valenzuela*

Moved by: Jose Valenzuela 2nd By: Heather Lomax

Roll Call Vote:

Trudi Callaway P Whitney Goller AB Heather Lomax P Michael Mann AB José Valenzuela P

V. ACTION ITEM(S):

- a. The governing board to review and approve CRC License Agreement between PG&E and CJUSD.

Moved by: Jose Valenzuela 2nd By: Trudi Callaway

Roll Call Vote:

Trudi Callaway P Whitney Goller AB Heather Lomax P Michael Mann AB José Valenzuela P

- b. The governing board to review and approve the administrator designee document in conjunction with assigning an administrative designee.

Moved by: Jose Valenzuela 2nd By: Trudi Callaway

Roll Call Vote:

Trudi Callaway P Whitney Goller AB Heather Lomax P Michael Mann AB José Valenzuela P

VI. ITEM(S) PULLED FROM CONSENT AGENDA:

1

- 1. Consent agenda items A, C, & D to be tabled until a participating quorum is available.

VII. CLOSED SESSION:

NOTE: The Brown Act permits the Board to consider certain matters in closed session, in limited circumstances. The Board will consider and may act upon any of the items described below in closed session. The Brown Act requires that the Board report out certain actions taken in closed session, which will be announced following the closed session. WITH LIMITED EXCEPTIONS, THE LAW REQUIRES THAT INFORMATION DISCLOSED IN CLOSED SESSION REMAIN CONFIDENTIAL.

No closed Session was held.

VIII. ADJOURNMENT:

The Regular Board Meeting will adjourn at 6:30 p.m.

Moved By: Jose Valenzuela 2nd By: Trudi Callaway

Roll Call Vote:

Trudi Callaway P Whitney Goller AB Heather Lomax P Michael Mann AB José Valenzuela P

Materials prepared in connection with an item on the regular session agenda may be reviewed in the Superintendent's Office 72 hours in advance of the meeting and will be available for public inspection at the meeting. An individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

**The next regularly scheduled School Board Meeting will be on
Thursday, August 13, 2020, 6:00pm, Elementary School Board Room**

Materials related to an item on this Order of Business distributed to the Board of Education are available for public inspection at the District and High School offices, and at: <https://cuyamaunified.org/board-materials-2019-2020/> using the "Click Here" links next to the date: 4/09/2020.

***USE OF RELAXED TELECONFERENCE PROCEDURES PER GOVERNOR'S COVID-19
EXECUTIVE ORDER:*** Notice of Teleconferencing Pursuant to Executive Order N-25-20 and

Government Code section 54953: In order to mitigate possible impacts relating to the Coronavirus (COVID-19), the Board will conduct this meeting via teleconference or videoconference, with one or more board members participating from remote locations. Members of the public wishing to observe the meeting or make public comments as authorized under Government Code section 54954.3 may do so at the following location: 4500 Hwy 166, New Cuyama, CA 93254. Voting at this meeting shall be by roll call.

**CUYAMA JOINT UNIFIED SCHOOL DISTRICT
SPECIAL MEETING
Wednesday, January 8, 2020, 6:00 P.M.
Board Room, Cuyama Elementary School
2300 Highway 166, New Cuyama, CA 93254
Agenda**

I. The meeting will be called to order by Board President Heather Lomax at 6:01 p.m.

<u>ROLL CALL:</u>	Trudi Callaway	<u> A </u>	Stephen Bluestein Ed. D.	<u> P </u>
	Whitney Goller	<u> P </u>	Superintendent	
	Heather Lomax	<u> P </u>		
	Michael Mann			
	José Valenzuela	<u> P </u>		

FLAG SALUTE: Led by ~~Whitney Goller~~

II. PUBLIC FORUM:

At this time, any member of the public may address the Board of Education regarding any open session or closed session item. Following recognition by the president, each speaker may have the floor for five minutes. Persons addressing the Board are requested to give name, address, and the group or organization they represent, if any, in order that an accurate record can be made in the minutes. Items not appearing on the agenda cannot, by law, be the subject of Board action. Such items may be placed on future agendas for full discussion and/or action.

III. CLOSED SESSION:

NOTE: The Brown Act permits the Board to consider certain matters in closed session, in limited circumstances. The Board will consider and may act upon any of the items described below in closed session. The Brown Act requires that the Board report out certain actions taken in closed session, which will be announced following the closed session. WITH LIMITED EXCEPTIONS, THE LAW REQUIRES THAT INFORMATION DISCLOSED IN CLOSED SESSION REMAIN CONFIDENTIAL.

- A. PUBLIC EMPLOYEE APPOINTMENT (Interim Superintendent) The Board will meet in closed session to discuss options for an Interim Superintendent/Principal.

The Board will adjourn into closed session at 6:03 p.m.

The Board returned to open session at 7:04 p.m.

IV. REPORT OF ACTION(S) TAKEN IN CLOSED SESSION:

- A. Resignation of Dr. Stephen Bluestein

V. ADJOURNMENT: The Special Board Meeting will adjourn at 7:05 p.m.

Moved By: Whitney Goller 2nd By: Heather Lomax

Roll Call Vote:

Trudi Callaway Ab Whitney Goller P Heather Lomax P Michael Mann P José Valenzuela P

Materials prepared in connection with an item on the special session agenda may be reviewed in the Superintendent's Office 24 hours in advance of the meeting and will be available for public inspection at the meeting. An individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

**The next regularly scheduled School Board Meeting will be on
Thursday, January 9, 2020, ES Board Room**

**CUYAMA JOINT UNIFIED SCHOOL DISTRICT
SPECIAL BOARD MEETING
Thursday, June 25, 2020, 6:00 P.M.
CAFETERIA, CUYAMA ELEMENTARY SCHOOL
Available through Zoom Meeting**

<https://zoom.us/j/97770238430?pwd=UUNQT01rR3FPb21BOUFQajZ6OEhsQT09>

Meeting ID: 977 7023 8430

Password: 2642

+16699009128,,97770238430#,,1#,2642# US (San Jose)

2300 Hwy 166, New Cuyama CA 93254

Agenda

- I. The meeting will be called to order by Board President designee, Whitney Goller at 6:06 P.M.

ROLL CALL:

Trudi Calloway	<u>Ab</u>	Alfonso Gamino	<u>P</u>
Whitney Goller	P	Interim Superintendent	
Heather Lomax	<u>P</u>		
Michael Mann	<u>P</u>		
Jose Valenzuela	Ab		

FLAG SALUTE: Led by Russ Barnes

Members of the public shall have an opportunity to address the Board of Trustees either before or during the Board's consideration of each item of business to be discussed. In order to efficiently manage the business of the Board, the Board President may limit the amount of time allocated for public testimony for each individual speaker to 3 minutes and limit the total time allocated on a particular issue to 15 minutes, pursuant to board policy.

II. **PUBLIC FORUM:**

At this time, any member of the public may address the Board of Education. Following recognition by the president, each speaker may have the floor for five minutes. Persons addressing the Board are requested to give name and the group or organization they represent, if any, in order that an accurate record be made in the minutes. Items not appearing on the agenda cannot, by law, be the subject of Board action. Such items may be placed on future agendas for full discussion and/or action.

III. **PRINCIPAL'S REPORT:** Mrs. Leyland explains curriculum updates for 2020-2021 school year.

IV. **SUPERINTENDENT'S REPORT:** Mr. Gamino explains issues the district may face during reentry.

V. **CONSENT AGENDA:**

The Board will consider the following consent calendar items. All items listed are considered to be routine and noncontroversial. Consent items will be considered first and may be approved by one motion if no member of the CJUSD Board wishes to comment or discuss. If comment or discussion is desired, the item will be removed from the consent agenda and considered in the listed sequence with an opportunity for any member of the public to address the CJUSD Board concerning the item before action is taken.

- a. Authorization for Terri King to be added as a CJUSD district signer. *Pulled by Whitney Goller* Pg. 1

Only item pulled, item moved to items pulled from consent agenda.

VI. ACTION ITEM(S):

- a. Governing board to review and adopt the LCAP COVID-19 Written Operational Report.
Pg. 2-3

Moved by: Michael Mann 2nd By: Whitney Goller

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

- b. Governing board to review and adopt Cuyama Joint Unified School District's 2020-2021 Budget for Cuyama Joint Unified School District.
Pg. 4-112

Moved by: Michael Mann 2nd By: Heather Lomax

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

- c. Governing board to review the CJUSD 2020-2021 Budget Disclosure.
NO ACTION WILL BE TAKEN

Pg. 113-116

- d. Governing board to review and consider approval of Resolution #2020-08 RESOLUTION REGARDING SALE OF SURPLUS PROPERTY.
Pg. 117-122

Moved By: Heather Lomax 2nd By: Whitney Goller

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

- e. Governing Board to acknowledge receipt of Agricultural Career Technical Education Incentive Grant 2020-21 Application for Funding.
Pg. 123-127

Moved By: Michael Mann 2nd By: Whitney Goller

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

- f. Governing Board to consider approval of the Candidate's Statements of Qualifications Resolution # 2020-09.
Pg. 128-140

Moved By: Whitney Goller 2nd By: Michael Mann

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

VII. ITEM(S) PULLED FROM CONSENT AGENDA:

1. ___ Consent Agenda Item A: District Signers: Whitney Goller

Moved By: Whitney Goller Seconded By: Michael Mann

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela A

VIII. CLOSED SESSION:

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IX. ADJOURNMENT:

The Regular Board Meeting will adjourn at 7:41 p.m.

Moved By: Michael Mann 2nd By: Heather Lomax

Roll Call Vote:

Trudi Callaway Ab Whitney Goller Y Heather Lomax Y Michael Mann Y José Valenzuela Ab

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**The next regularly scheduled School Board Meeting will be on
Thursday, July 9, 2020, 6:00pm, Elementary School Board Room**

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USE OF RELAXED TELECONFERENCE PROCEDURES PER GOVERNOR’S COVID-19 EXECUTIVE

ORDER: Notice of Teleconferencing Pursuant to Executive Order N-25-20 and Government Code section 54953: In order to mitigate possible impacts relating to the Coronavirus (COVID-19), the Board will conduct this meeting via teleconference or videoconference, with one or more board members participating from remote locations. Members of the public wishing to observe the meeting or make public comments as authorized under Government Code section 54954.3 may do so at the following location: 4500 Hwy 166, New Cuyama, CA 93254. Voting at this meeting shall be by roll call.

**CUYAMA JOINT UNIFIED SCHOOL DISTRICT
SPECIAL BOARD MEETING
Thursday, June 29, 2020, 6:00 P.M.
CAFETERIA, CUYAMA ELEMENTARY SCHOOL
Available through Zoom Meeting**

<https://zoom.us/j/97770238430?pwd=UUNQT01rR3FPb21BOUFQajZ6OEhsQT09>

Meeting ID: 977 7023 8430

Password: 2642

+16699009128,,97770238430#,,1#,2642# US (San Jose)

2300 Hwy 166, New Cuyama CA 93254

Agenda

- I. The meeting will be called to order by Board President, Heather Lomax at 6:00 P.M.

ROLL CALL:

Trudi Calloway	<u>P</u>	Alfonso Gamino	<u>P</u>
Whitney Goller	<u>Ab</u>	Interim Superintendent	
Heather Lomax	<u>P</u>		
Michael Mann	<u>P</u>		
Jose Valenzuela	<u>Ab</u>		

FLAG SALUTE: Led by Alfonso Gamino

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III. ACTION ITEM(S):

- a. Governing board to review and adopt Resolution #2020-10 as it pertains to elections.

Moved by: Michael Mann 2nd By: Trudi Callaway

Roll Call Vote:

Trudi Callaway Y Whitney Goller Ab Heather Lomax Y Michael Mann Y José Valenzuela AB

IV. ADJOURNMENT:

The Regular Board Meeting will adjourn at 6:05 p.m.

Moved By: Michael Mann 2nd By: Trudi Callaway

Roll Call Vote:

Trudi Callaway Y Whitney Goller Ab Heather Lomax Y Michael Mann Y José Valenzuela Ab

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2020.45

ReqPay05a

Payment Register

Scheduled 06/03/2020 - 06/04/2020

Bank Account COUNTRY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Employee	Gamino, Alfonso (000127) 228 Claudia Autumn Dr Bakersfield, CA 93314									

2019/20	05/26/20		Graduation Signs	526	06/03/20	Paid	Cleared	501.50		501.50
Check #	01-615806		2020 01-0000-0-0000-2700-4300-000-0000-0000				Check Date 06/05/20	PO#		Register # 000175
			Batchld	AP06052020A						
			Total Invoice Amount					501.50		

Direct Employee	Lebsack, Kevin D (000033) 1070 Paso Robles Ave Los Osos, CA 93402									
2019/20	05/20/20		AG van oil change	0000000006	06/03/20	Paid	Cleared	68.85		68.85
Check #	01-615807		2020 01-6387-0-3800-1000-4300-070-0000-AGRI				Check Date 06/05/20	PO#		Register # 000175
			Batchld	AP06052020A						
			Total Invoice Amount					68.85		

AP Vendor	Black / Hall Construction (000141/1) 147 Kern Street Taft, CA 93268									
2019/20	06/01/20	R20-00072	High School Electrical Payment No. 04	1264500	06/03/20	Paid	Cleared	64,286.41		64,286.41
Check #	01-615808		2020 21-0000-0- - - 9793- - -				Check Date 06/05/20	PO# PO20-00067		Register # 000175
			Batchld	AP06052020A						
			Total Invoice Amount					64,286.41		

Direct Vendor	SWANK (000159/1) 2844 PAYSHERE CIRCLE CHICAGO, IL 60674									
2019/20	12/02/19		Movie Licensing for both schools	2790955	06/03/20	Paid	Cleared	2,996.00		2,996.00
Check #	01-615809		2020 01-0000-0-0000-8100-4300-000-0000-0000				Check Date 06/05/20	PO#		Register # 000175
			Batchld	AP06052020A						
			Total Invoice Amount					2,996.00		

Direct Vendor	U.S. Postmaster (000693/1) 4855 Primero Street New Cuyama, CA 93254									
2019/20	06/03/20		Postage stamps for District	6320	06/04/20	Paid	Cleared	275.00		275.00

Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000175, Page Break by Check/Advice? = N, Zero? = Y)

043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALESG), Jul 30 2020
10:52AM

ESCAPE ONLINE

Page 1 of 3

ReqPay05a

Payment Register

Scheduled 06/03/2020 - 06/04/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
2019/20	06/03/20	U.S. Postmaster (000693/1)	(continued)							

Direct Vendor	2019/20	06/03/20	Postage stamps for District	6320 (continued)	06/04/20	Paid	Cleared	(continued)		
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Check #	01-615810	2020	01-0000-0-0000-2700-4300-000-0000-0000							
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Register # 000175

PO#

Check Date: 06/05/20

Batchid AP06052020A

Total Invoice Amount

275.00

EXPENSES BY FUND - Bank Account COUNTY			
Fund	Expense	Cash Balance	Difference
01	3,841.35	1,796,098.31	1,792,256.96
21	64,286.41	1,461,306.49	1,397,020.08
Total	68,127.76		

Number of Payments	5
Number of Checks	5
Number of ACH Advice	0
Number of vCard Advice	0
Total Check/Advice Amount	\$68,127.76
Total Unpaid Sales Tax	\$.00
Total Expense Amount	\$68,127.76

CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS

\$0 - \$99	1
\$100 - \$499	1
\$500 - \$999	1
\$1,000 - \$4,999	1
\$5,000 - \$9,999	
\$10,000 - \$14,999	
\$15,000 - \$99,999	1
\$100,000 - \$199,999	
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	

***** ITEMS OF INTEREST *****

* Number of payments to a different vendor
 ! Number of Prepaid payments
 @ Number of Liability payments
 & Number of Employee Also Vendors
 ? denotes check name different than payment name
 F denotes Final Payment

68,127.76

ESCAPE ONLINE

Page 3 of 3

Total Check/Advice Amount

vCard Count

0

ACH Count

5

Check Count

Payment Count

Report Totals -

Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000175,

Page Break by Check/Advice? = N, Zero? = Y)

043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALES), Jul 30 2020 10:52AM

2020-40

ReqPay05a

Payment Register

Scheduled 06/10/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Employee	Ballard, Tierney E (000116)									
	518 Harding Ave.									
	Taft, CA 93268									

2019/20	06/08/20		3 months of Zoom Subscription	68	06/10/20	Paid	Cleared	44.97		44.97
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Check #	01-616597	2020	01-0000-0-1110-1000-4300-000-0000-0000	Batchld	AP06122020	Check Date 06/12/20	PO#		Register #	000176
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								44.97		
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Direct Employee	Lebsack, Kevin D (000033)									
	1070 Paso Robles Ave									
	Los Osos, CA 93402									

2019/20	05/31/20		May Rent reimbursement	610	06/10/20	Paid	Cleared	605.00		605.00
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Check #	01-616598	2020	01-0035-0-0000-0000-8650-000-0000-0000	Batchld	AP06122020	Check Date 06/12/20	PO#		Register #	000176
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								605.00		
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AP Vendor	Applied Technology Group, Inc. (000419/1)									
	4440 Easton Drive									
	Bakersfield, CA 93309									

2019/20	05/01/20	R20-00029	UHF RADIO SERVICE	REC0000060961	06/10/20	Paid	Cleared	253.75		253.75
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Check #	01-616599	2020	01-0000-0-0000-3600-5900-000-0000-7230	Batchld	AP06122020	Check Date 06/12/20	PO# PO20-00038		Register #	000176
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2019/20	06/01/20	R20-00029	UHF RADIO SERVICE	REC0000061640	06/10/20	Paid	Cleared	250.00		250.00
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Check #	01-616599	2020	01-0000-0-0000-3600-5900-000-0000-7230	Batchld	AP06122020	Check Date 06/12/20	PO# PO20-00038		Register #	000176
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								503.75		
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Direct Vendor	California Ag Teachers' Assoc. (001267/1)									
	PO BOX 186									
	Galt, CA 95632-0186									

2019/20	06/10/20		CA AG Teacher Asso. Dues	010201	06/10/20	Paid	Printed	140.00		140.00
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Check #	01-616600	2020	01-6387-0-3800-1000-4300-070-0000-AGRI	Batchld	AP06122020	Check Date 06/12/20	PO#		Register #	000176
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								140.00		
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Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000176, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

ReqPay05a

Payment Register

Scheduled 06/10/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor										
Cuyama Community Services Dist (000206/1)										
PO BOX 368										
New Cuyama, CA 93254										
2019/20	05/31/20		HS	530B	06/10/20	Paid	Cleared	571.64		571.64
Check #	01-616601					Check Date 06/12/20			Register # 000176	
2019/20	05/31/20		HS	531	06/10/20	Paid	Cleared	31.75		31.75
Check #	01-616601					Check Date 06/12/20			Register # 000176	
Total Invoice Amount								603.39		
Direct Vendor										
Kern County Supt. Of Schools (001195/1)										
1300 17th Street										
Bakersfield, CA 93301										
2019/20	05/14/20		Vehicle Maintenance	003711	06/10/20	Paid	Cleared	67.72		67.72
Check #	01-616602					Check Date 06/12/20			Register # 000176	
Total Invoice Amount								67.72		
Direct Vendor										
Marborg Disposal (000715/1)										
PO BOX 4127										
Santa Barbara, CA 93140										
2019/20	05/31/20		ES	004924048	06/10/20	Paid	Cleared	221.00		221.00
Check #	01-616603					Check Date 06/12/20			Register # 000176	
2019/20	05/31/20		HS	004924049	06/10/20	Paid	Cleared	442.00		442.00
Check #	01-616603					Check Date 06/12/20			Register # 000176	
Total Invoice Amount								663.00		
Direct Vendor										
True Value Hardware (002128/1)										
407 9th Street										
Taft, CA 93268										
2019/20	04/07/20		Rental Supplies	425142	06/10/20	Paid	Cleared	16.07		16.07
Check #	01-616604					Check Date 06/12/20			Register # 000176	
2019/20	04/15/20		Rental Supplies	425471	06/10/20	Paid	Cleared	204.30		204.30
Check #	01-616604					Check Date 06/12/20			Register # 000176	

Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000176, Page Break by Check/Advice? = N, Zero? = Y)

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Generated for Gloria Morales-Lerena (43MORALES), Jul 30 2020

10:53AM

043 - Cuyama Joint Unified School District

Scheduled 06/10/2020

Bank Account COUNTRY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
True Value Hardware (002128/1)				(continued)						(continued)
Check #	01-616604			BatchId	AP06122020	Check Date 06/12/20	PO#	220.37		Register # 000176
						Total Invoice Amount				

Direct Vendor	Waldrop's Auto Parts (002783/1)									
	601 Kern Street									
	Taft, CA 93268-2716									

2019/20	05/31/20		Vehicle parts	53120	06/10/20	Paid	Cleared	110.14		110.14
		2020	01 - 0000 - 0 - 0000 - 3600 - 4381 - 000 - 0000 - 7230							
Check #	01-616605				BatchId	AP06122020	Check Date 06/12/20	PO#		Register # 000176
						Total Invoice Amount		110.14		

EXPENSES BY FUND - Bank Account COUNTRY

Fund	Expense	Cash Balance	Difference
01	2,958.34	1,796,098.31	1,793,139.97

Number of Payments	13
Number of Checks	9
Number of ACH Advice	0
Number of vCard Advice	0
Total Check/Advice Amount	\$2,958.34
Total Unpaid Sales Tax	\$.00
Total Expense Amount	\$2,958.34

CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS

\$0 - \$99	2
\$100 - \$499	3
\$500 - \$999	4
\$1,000 - \$4,999	
\$5,000 - \$9,999	
\$10,000 - \$14,999	
\$15,000 - \$99,999	
\$100,000 - \$199,999	
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	

***** ITEMS OF INTEREST *****

* Number of payments to a different vendor
 ! Number of Prepaid payments
 @ Number of Liability payments
 & Number of Employee Also Vendors
 ? denotes check name different than payment name
 F denotes Final Payment

Report Totals -	Payment Count	13	Check Count	9	ACH Count	0	vCard Count	0	Total Check/Advice Amount	2,958.34
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Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000176,
 Page Break by Check/Advice? = N, Zero? = Y)

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Generated for Gloria Morales-Lerena (43MORALESGL), Jul 30 2020
 10:53AM

043 - Cuyama Joint Unified School District

2020-47

ReqPay05a

Payment Register

Scheduled 06/17/2020 Bank Account COUNTRY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Employee			Leback, Kevin D (000033) 1070 Paso Robles Ave Los Osos, CA 93402							

2019/20 06/11/20 USB Drives/Truck 617 06/17/20 Paid Cleared 304.95 304.95

2020 01-7010-0-3800-1000-4300-070-0000-0000
Check # 01-617263 Batchld AP06192020 Check Date 06/19/20 PO# Register # 000177

Total Invoice Amount 304.95

Direct Vendor			Harrison Street Automotive (000160/1) 209 Harrison Street Taft, CA 93268							
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2019/20 05/20/20 School Car repairs 61720 06/17/20 Paid Cleared 3,002.70 3,002.70

2020 01-0000-0-0000-3600-4381-000-0000-7230
Check # 01-617264 Batchld AP06192020 Check Date 06/19/20 PO# Register # 000177

Total Invoice Amount 3,002.70

AP Vendor			IEC Power, LLC (002897/1) 8795 Folsom Blvd., Suite 205 Sacramento, CA 95826							
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2019/20 05/17/20 R20-00031 MAINTENANCE CUYAMA-OM-INV71 06/17/20 Paid Cleared 1,207.96 1,207.96

2020 01-0000-0-0000-8100-5640-030-0000-SOLR
2020 01-0000-0-0000-8100-5640-070-0000-SOLR

Check # 01-617265 Batchld AP06192020 Check Date 06/19/20 PO# PO20-00025 Register # 000177

Total Invoice Amount 1,207.96

Direct Vendor			Jordano's Food Service (001095/1) 550 South Patterson Ave. Santa Barbara, CA 93111							
---------------	--	--	--	--	--	--	--	--	--	--

2019/20 05/11/20 Summer Lunches 5231814 06/17/20 Paid Cleared 1,220.63 1,220.63

2020 13-5310-0-0000-3700-4710-030-0000-0000
Check # 01-617266 Batchld AP06192020 Check Date 06/19/20 PO# Register # 000177

2019/20 05/11/20 Summer lunches 6231815 06/17/20 Paid Cleared 953.24 953.24

2020 13-5310-0-0000-3700-4710-030-0000-0000
Check # 01-617266 Batchld AP06192020 Check Date 06/19/20 PO# Register # 000177

2019/20 05/25/20 Summer lunches 6237293 06/17/20 Paid Cleared 1,880.63 1,880.63

2020 13-5310-0-0000-3700-4710-030-0000-0000
Check # 01-617266 Batchld AP06192020 Check Date 06/19/20 PO# Register # 000177

Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000177, Page Break by Check/Advice? = N, Zero? = Y)

043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALES), Jul 30 2020 10:54AM

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ReqPay05a

Payment Register

Scheduled 06/17/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
(continued)										
2019/20	05/25/20	Jordano's Food Service (001095/1)	Summer lunches	6237295	06/17/20	Paid	Cleared	1,737.69		1,737.69
Check #	01-617266	2020 13- 5310- 0- 0000- 3700- 4710- 030- 0000- 0000			Batchld AP06192020	Check Date 06/19/20	PO#			Register # 000177
Total Invoice Amount								5,792.19		
(continued)										
Direct Vendor										
2019/20	03/18/20	Kern Electric Distributors (001743/1)			06/17/20	Paid	Cleared	126.69		126.69
Check #	01-617267	2020 01- 0000- 0- 0000- 8100- 4300- 030- 0000- 0000	Maint. supplies	577695	Batchld AP06192020	Check Date 06/19/20	PO#			Register # 000177
Total Invoice Amount								126.69		
(continued)										
Direct Vendor										
2019/20	06/12/20	Microsoft Corporation (002876/1)			06/17/20	Paid	Cleared	58.50		58.50
Check #	01-617268	2020 01- 0000- 0- 1110- 1000- 5835- 000- 0000- 0000	1 Microsoft Way	E0300B9PPH	Batchld AP06192020	Check Date 06/19/20	PO#			Register # 000177
Total Invoice Amount								58.50		
(continued)										
AP Vendor										
F	2019/20	05/31/20	R20-00073	Audit Fees	23498	Paid	Cleared	6,000.00		6,000.00
Check #	01-617269	2020 01- 0000- 0- 0000- 7100- 5810- 000- 0000- 0000	2400 Professional Parkway		Batchld AP06192020	Check Date 06/19/20	PO# PO20-00068			Register # 000177
Total Invoice Amount								6,000.00		
(continued)										
AP Vendor										
2019/20	06/01/20	R20-00028	CRAHE COBRA	61720	06/17/20	Paid	Cleared	1,874.76		1,874.76
Check #	01-617270	2020 01- 0000- 0- 0000- 7200- 3402- 000- 0000- 0000	PO BOX 966	PAYMENT	Batchld AP06192020	Check Date 06/19/20	PO# PO20-00024			Register # 000177
Total Invoice Amount								1,874.76		

Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000177, Page Break by Check/Advice? = N, Zero? = Y)

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043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALESGL Jul 30 2020

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ReqPay05a

Payment Register

Scheduled 06/17/2020				Bank Account COUNTRY - County-AP						
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor										
The Bakersfield California (000142/1)										
3700 Pegasus Dr Ste100										
Bakersfield, CA 93308										
2019/20	12/31/19		Notice to contract (2725191	06/17/20	Paid	Cleared	1,247.04		1,247.04
Bond Electrical)										
2020 21- 0000- 0- 0000- 8500- 6200- 070- 0000- HSEL										
Check #	01-617271			BatchId	AP06192020	Check Date	06/19/20	PO#		Register # 000177
Total Invoice Amount								1,247.04		

EXPENSES BY FUND - Bank Account COUNTRY			
Fund	Expense	Cash Balance	Difference
01	12,575.56	1,796,098.31	1,783,522.75
13	5,792.19	7,773.43-	13,565.62-
21	1,247.04	1,461,306.49	1,460,059.45
Total	19,614.79		

EXPENSES BY FUND - Bank Account COUNTRY			
Fund	Expense	Cash Balance	Difference
01	12,575.56	1,796,098.31	1,783,522.75
13	5,792.19	7,773.43-	13,565.62-
21	1,247.04	1,461,306.49	1,460,059.45
Total	19,614.79		

Number of Payments	12
Number of Checks	9
Number of ACH Advice	0
Number of vCard Advice	0
Total Check/Advice Amount	\$19,614.79
Total Unpaid Sales Tax	\$.00
Total Expense Amount	\$19,614.79

CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS	
\$0 - \$99	1
\$100 - \$499	2
\$500 - \$999	
\$1,000 - \$4,999	4
\$5,000 - \$9,999	2
\$10,000 - \$14,999	
\$15,000 - \$99,999	
\$100,000 - \$199,999	
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	

***** ITEMS OF INTEREST *****

* Number of payments to a different vendor
! Number of Prepaid payments
@ Number of Liability payments
& Number of Employee Also Vendors

? denotes check name different than payment name
F denotes Final Payment

19,614.79

Total Check/Advice Amount

0

vCard Count

0

ACH Count

12 Check Count

Payment Count

Report Totals -

Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000177,

Page Break by Check/Advice? = N, Zero? = Y)

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Generated for Gloria Morales-Lerena (43MORALES), Jul 30 2020 10:54AM

043 - Cuyama Joint Unified School District

2020.48

ReqPay05a

Payment Register

Scheduled 06/24/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
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AP Vendor Black / Hall Construction (000141/1)

147 Kern Street
Taft, CA 93268

@ F	2019/20	06/18/20	R20-00075	High School	62420	06/24/20	Printed	144,057.81		144,057.81
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Electrical payment 5

- - 9793-

Check #	01-618700	2020	21-0000-0-	-	Batchld	AP07022020	Check Date 07/02/20	PO# PO20-00070	Register # 000178
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Total Invoice Amount 144,057.81

Direct Vendor Old Cuyama Do It Best (000217/1)

3045 Hwy 166

Cuyama, CA 93254

@	2019/20	01/03/20		Mint. supplies	B2232720	06/24/20	Cleared	79.93		79.93
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2020 01-0000-0-0000-8100-4300-070-0000-0000

Check #	01-618701				Batchld	AP07022020	Check Date 07/02/20	PO#	Register # 000178
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@	2019/20	01/15/20		67 Pato Rental	B2240540	06/24/20	Cleared	94.80		94.80
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2020 01-0035-0-0000-8100-4300-000-RENT-0000

Check #	01-618701				Batchld	AP07022020	Check Date 07/02/20	PO#	Register # 000178
---------	-----------	--	--	--	---------	------------	---------------------	-----	-------------------

@	2019/20	02/06/20		AG	B225732	06/24/20	Cleared	37.24		37.24
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2020 01-6387-0-3800-1000-4300-070-0000-AGRI

Check #	01-618701				Batchld	AP07022020	Check Date 07/02/20	PO#	Register # 000178
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@	2019/20	02/11/20		AG	B226074	06/24/20	Cleared	24.78		24.78
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2020 01-6387-0-3800-1000-4300-070-0000-AGRI

Check #	01-618701				Batchld	AP07022020	Check Date 07/02/20	PO#	Register # 000178
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@	2019/20	02/25/20		AG Supplies	B227263	06/24/20	Cleared	19.91		19.91
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2020 01-6387-0-3800-1000-4300-070-0000-AGRI

Check #	01-618701				Batchld	AP07022020	Check Date 07/02/20	PO#	Register # 000178
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@	2019/20	05/04/20		Bus Windows	B232834	06/24/20	Cleared	12.90		12.90
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2020 01-0000-0-0000-3600-4383-000-0000-7230

Check #	01-618701				Batchld	AP07022020	Check Date 07/02/20	PO#	Register # 000178
---------	-----------	--	--	--	---------	------------	---------------------	-----	-------------------

@	2019/20	05/06/20		69 Pato	B233119	06/24/20	Cleared	21.52		21.52
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2020 01-0035-0-0000-8100-4300-000-RENT-0000

Check #	01-618701				Batchld	AP07022020	Check Date 07/02/20	PO#	Register # 000178
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@	2019/20	05/21/20		AG	B234770	06/24/20	Cleared	58.92		58.92
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2020 01-7010-0-3800-1000-4300-070-0000-0000

Check #	01-618701				Batchld	AP07022020	Check Date 07/02/20	PO#	Register # 000178
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@	2019/20	12/11/19		AG Shop	C13772	06/24/20	Cleared	53.87		53.87
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Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000178,

Page Break by Check/Advice? = N, Zero? = Y)

043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALESG), Jul 30 2020

10:55AM

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ReqPay05a

Payment Register

Scheduled 06/24/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
(continued)										
2019/20	12/11/19		AG Shop	C13772 (continued)	06/24/20	Paid	Cleared	(continued)		
Check #	01-618701		2020 01-7010-0-3800-1000-6400-070-0000- AGRI	Batchld AP07022020		Check Date 07/02/20	PO#		Register # 000178	
2019/20	12/30/19		Maint. supplies	D1309	06/24/20	Paid	Cleared	107.75		107.75
Check #	01-618701		2020 01-0000-0-0000-8100-4300-070-0000-0000	Batchld AP07022020		Check Date 07/02/20	PO#		Register # 000178	
Total Invoice Amount								511.62		

AP Vendor Santa Barbara County Ed Office (002764/1)
 4400 Cathedral Oaks Road
 PO BOX 6307
 Santa Barbara, CA 93160-6307

2019/20	06/15/20	R20-00074	SPED Direct	45C20-00036	06/24/20	Paid	Printed	70,148.00		70,148.00
Services Chargeback										
Check #	01-618702		2020 01-0000-0-0000-9200-7142-000-0000-0000	Batchld AP07022020		Check Date 07/02/20	PO# PO20-00069		Register # 000178	
Total Invoice Amount								70,148.00		

EXPENSES BY FUND - Bank Account COUNTY			
Fund	Expense	Cash Balance	Difference
01	70,659.62	1,796,098.31	1,725,438.69
21	144,057.81	1,461,306.49	1,317,248.68
Total	214,717.43		

Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000178,
 Page Break by Check/Advice? = N, Zero? = Y)

043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALES), Jul 30 2020

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Number of Payments	12
Number of Checks	3
Number of ACH Advice	0
Number of vCard Advice	0
Total Check/Advice Amount	\$214,717.43
Total Unpaid Sales Tax	\$.00
Total Expense Amount	\$214,717.43

CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS	
\$0 - \$99	
\$100 - \$499	
\$500 - \$999	1
\$1,000 - \$4,999	
\$5,000 - \$9,999	
\$10,000 - \$14,999	
\$15,000 - \$99,999	1
\$100,000 - \$199,999	1
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	

***** ITEMS OF INTEREST *****

* Number of payments to a different vendor
! Number of Prepaid payments
@ Number of Liability payments
& Number of Employee Also Vendors
? denotes check name different than payment name
F denotes Final Payment

2020-49

ReqPay05a

Payment Register

Scheduled 07/08/2020

Bank Account COUNTRY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Employee										
			Lebsack, Kevin D (000033)							
			1070 Paso Robles Ave							
			Los Osos, CA 93402							
2020/21	07/08/20		Refund for June 20	7820	07/08/20	Paid	Cleared	605.00		605.00
			Rent Due No Power							
			2021 01-0035-0-0000-0000-8650-000-0000-0000							
Check #	01-619399			Batchld	AP07102020	Check Date 07/10/20	PO#		Register # 000179	
								605.00		
AP Vendor										
			BENCHMARK AIR CONDITIONING (000029/1)							
			1920 Mineral Court							
			Bakersfield, CA 93308							
@ F	2019/20	05/21/20	R20-00076	New Freezer	7103953	07/08/20	Paid	Printed	9,673.00	9,673.00
			2020 13-5310-0-0000-3700-6400-030-0000-0000							
Check #	01-619400			Batchld	AP07102020	Check Date 07/10/20	PO#	PO20-00071	Register # 000179	
								9,673.00		
Direct Vendor										
			Brown & Reich Petroleum, Inc. (002798/1)							
			215 South 6th Street							
			PO BOX 1076							
			Taft, CA 93268							
@	2019/20	04/21/20	HS Fuel	13927	07/08/20	Paid	Printed	45.73		45.73
			2020 01-0000-0-0000-8100-4300-070-0000-0000							
Check #	01-619401			Batchld	AP07102020	Check Date 07/10/20	PO#		Register # 000179	
@	2019/20	04/21/20	ES Fuel	13927B	07/08/20	Paid	Printed	45.73		45.73
			2020 01-0000-0-0000-8100-4300-030-0000-0000							
Check #	01-619401			Batchld	AP07102020	Check Date 07/10/20	PO#		Register # 000179	
@	2019/20	06/02/20	HS Fuel	14883	07/08/20	Paid	Printed	176.05		176.05
			2020 01-0000-0-0000-8100-4300-070-0000-0000							
Check #	01-619401			Batchld	AP07102020	Check Date 07/10/20	PO#		Register # 000179	
@	2019/20	06/02/20	ES fuel	14883B	07/08/20	Paid	Printed	176.05		176.05
			2020 01-0000-0-0000-8100-4300-070-0000-0000							
Check #	01-619401			Batchld	AP07102020	Check Date 07/10/20	PO#		Register # 000179	
@	2019/20	06/02/20	DSL	14883C	07/08/20	Paid	Printed	298.77		298.77
			2020 01-0000-0-0000-3600-4380-000-0000-7230							
Check #	01-619401			Batchld	AP07102020	Check Date 07/10/20	PO#		Register # 000179	
								742.33		

Selection

Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000179,

Page Break by Check/Advice? = N, Zero? = Y)

043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALESG), Jul 30 2020

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Payment Register

Bank Account COUNTY - County-AP

Direct Vendor		SCArchitect, Inc. (000004/1) 1601 New Stine Road, Suite 280 Bakersfield, CA 93309									
@	2019/20	06/01/20	HS Electrical	264615580	07/08/20	Paid	Printed	2,005.19		2,005.19	
			2020 21-0000-0-0000-8500-6200-070-0000- HSEL								
Check #	01-619403			BatchId	AP07102020	Check Date	07/10/20	PO#	Register #	000179	
@	2019/20	07/01/20	HS Electrical	264615596	07/08/20	Paid	Printed	4,493.48		4,493.48	
			2020 21-0000-0-0000-8500-6200-070-0000- HSEL								
Check #	01-619403			BatchId	AP07102020	Check Date	07/10/20	PO#	Register #	000179	
Total Invoice Amount								6,498.67			

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043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALESG) on Jul-30 2020

10:55AM

ESCAPE ONLINE

Page 2 of 3

Number of Payments	12
Number of Checks	5
Number of ACH Advice	0
Number of vCard Advice	0
Total Check/Advice Amount	\$22,071.54
Total Unpaid Sales Tax	\$.00
Total Expense Amount	\$22,071.54
CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS	
\$0 - \$99	
\$100 - \$499	
\$500 - \$999	2
\$1,000 - \$4,999	1
\$5,000 - \$9,999	2
\$10,000 - \$14,999	
\$15,000 - \$99,999	
\$100,000 - \$199,999	
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	
***** ITEMS OF INTEREST *****	
* Number of payments to a different vendor	
! Number of Prepaid payments	11
@ Number of Liability payments	
& Number of Employee Also Vendors	
? denotes check name different than payment name	
F denotes Final Payment	

22,071.54

Total Check/Advice Amount

0

vCard Count

0

ACH Count

5

Check Count

12

Payment Count

Report Totals -

ESCAPE ONLINE

Page 3 of 3

Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000179,

Page Break by Check/Advice? = N, Zero? = Y)

043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALES), Jul 30 2020 10:55AM

2020-50

ReqPay05a

Payment Register

Scheduled 07/15/2020

Bank Account COUNTRY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor										
			Cuyama Community Services Dist (000206/1)							
			PO BOX 368							
			New Cuyama, CA 93254							
@	2019/20	06/30/20	4500 Hwy 166 HS	100213A JUNE	07/15/20	Paid	Cleared	179.52		179.52
			5/20-6/20/20							
Check #	01-620122		2020 01-0000-0-0000-8100-5530-070-0000-0000	Batchld AP07172020		Check Date 07/17/20	PO#		Register # 000180	
@	2019/20	06/30/20	4500 Hwy 166-HS	100213B JUNE	07/15/20	Paid	Cleared	.78		.78
			5/20-6/20/20							
Check #	01-620122		2020 01-0000-0-0000-8100-5530-070-0000-0000	Batchld AP07172020		Check Date 07/17/20	PO#		Register # 000180	
								Total Invoice Amount	180.30	
AP Vendor										
			Dubuque Bank & Trust (002903/1)							
			1398 Central Avenue							
			Dubuque, IA 52001							
@ F	2019/20	06/15/20	R20-00077	QUARTLY	7203601335 JUL	07/15/20	Paid	Printed	27,973.92	27,973.92
				COMMERCIAL ;LOAN						
				PAYMENT						
			2020 01-0000-0-0000-9100-7438-030-0000-QZAB			2,387.38				
			2020 01-0000-0-0000-9100-7438-070-0000-QZAB			2,387.38				
			2020 01-0000-0-0000-9100-7439-030-0000-QZAB			11,599.58				
			2020 01-0000-0-0000-9100-7439-070-0000-QZAB			11,599.58				
Check #	01-620123		2020 01-0000-0-0000-9100-7439-070-0000-QZAB	Batchld AP07172020		Check Date 07/17/20	PO# PO20-00072		Register # 000180	
								Total Invoice Amount	27,973.92	
Direct Vendor										
			Frontier Communications (000033/1)							
			PO BOX 740407							
			Cincinnati, OH 45274-0407							
@	2019/20	06/13/20	HS	66176622930101675	07/15/20	Paid	Printed	409.56		409.56
Check #	01-620124		2020 01-0000-0-0000-2700-5910-030-0000-0000	Batchld AP07172020		Check Date 07/17/20	PO#		Register # 000180	
@	2019/20	06/13/20	Elem phone	66176626420702845	07/15/20	Paid	Printed	190.68		190.68
Check #	01-620124		2020 01-0000-0-0000-2700-5910-030-0000-0000	Batchld AP07172020		Check Date 07/17/20	PO#		Register # 000180	
								Total Invoice Amount	600.24	

ESCAPE ONLINE

Page 1 of 4

Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000180,

Page Break by Check/Advice? = N, Zero? = Y)

Generated for Gloria Morales-Lerena (43MORALESG), Jul 30 2020

10:56AM

043 - Cuyama Joint Unified School District

ReqPay05a

Payment Register

Scheduled 07/15/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor										
			Marborg Disposal (000715/1)							
			PO BOX 4127							
			Santa Barbara, CA 93140							
@	2019/20	06/30/20	2-4yd trash bins	004951999	07/15/20	Paid	Printed	221.00		221.00
			2020 01-0000-0-0000-8100-5570-000-0000-0000							
Check #	01-620125			BatchId AP07172020		Check Date 07/17/20	PO#		Register # 000180	
@	2019/20	06/30/20	4-4yd Bins	004952000	07/15/20	Paid	Printed	442.00		442.00
			2020 01-0000-0-0000-8100-5570-000-0000-0000							
Check #	01-620125			BatchId AP07172020		Check Date 07/17/20	PO#		Register # 000180	
						Total Invoice Amount		663.00		
Direct Vendor										
			Midway Laboratory, Inc (002627/1)							
			315 Main Street PO BOX 1151							
			Taft, CA 93268							
@	2019/20	06/15/20	Total Coliform, Ecoli water test	34733	07/15/20	Paid	Printed	25.00		25.00
			2020 01-0000-0-0000-8100-5800-000-0000-0000							
Check #	01-620126			BatchId AP07172020		Check Date 07/17/20	PO#		Register # 000180	
						Total Invoice Amount		25.00		
Direct Vendor										
			Pacific Gas & Electric (000074/1)							
			Box 997300							
			Sacramento, CA 95899-7300							
@	2019/20	07/07/20	2300 Hwy 166 Res	1192330140-9	07/15/20	Paid	Printed	11.83		11.83
			6/6-7/6/20							
			2020 01-0035-0-0000-8100-5520-000-RENT-0000							
Check #	01-620127			BatchId AP07172020		Check Date 07/17/20	PO#		Register # 000180	
@	2019/20	07/07/20	2300 Hwy 166, 6/5-7/5	9893147388-2	07/15/20	Paid	Printed	740.87		740.87
			2020 01-0000-0-0000-8100-5520-030-0000-0000							
Check #	01-620127			BatchId AP07172020		Check Date 07/17/20	PO#		Register # 000180	
						Total Invoice Amount		752.70		
AP Vendor										
			Santa Barbara County Ed Office (002764/1)							
			4400 Cathedral Oaks Road							
			PO BOX 6307							
			Santa Barbara, CA 93160-6307							

Scheduled 07/15/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			Santa Barbara County Ed Office (002764/1)	(continued)						
@	2019/20	07/06/20	R20-00026	TEACHER	93C20-00086	07/15/20	Paid	Printed	7,263.28	7,263.28
			PROFESSIONAL DEVELOPMENT							
			2020 01-4035-0-0000-2140-5800-000-0000-SDEV			2,239.62				
			2020 01-7810-0-0000-2140-5800-000-0000-SDEV			5,023.66				
			2020 01-7810-0-7110-2140-5800-000-0000-SDEV							
Check #	01-620128			BatchId AP07172020		Check Date 07/17/20	PO# PO20-00073		Register # 000180	
						Total Invoice Amount	7,263.28			

Direct Vendor			Waldrop's Auto Parts (002783/1)							
			601 Kern Street							
			Taft, CA 93268-2716							
@	2019/20	06/19/20		filter	56455-1	07/15/20	Paid	Printed	7.90	7.90
			2020 01-0000-0-0000-8100-4300-000-0000-0000							
Check #	01-620129			BatchId AP07172020		Check Date 07/17/20	PO#		Register # 000180	
						Total Invoice Amount	7.90			

EXPENSES BY FUND - Bank Account COUNTY		
Fund	Expense	Cash Balance
01	37,466.34	1,796,098.31
		1,758,631.97

Number of Payments	12
Number of Checks	8
Number of ACH Advice	0
Number of vCard Advice	0
Total Check/Advice Amount	\$37,466.34
Total Unpaid Sales Tax	\$.00
Total Expense Amount	\$37,466.34

CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS	
\$0 - \$99	2
\$100 - \$499	1
\$500 - \$999	3
\$1,000 - \$4,999	
\$5,000 - \$9,999	1
\$10,000 - \$14,999	
\$15,000 - \$99,999	1
\$100,000 - \$199,999	
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	

***** ITEMS OF INTEREST *****

* Number of payments to a different vendor
! Number of Prepaid payments
@ Number of Liability payments
& Number of Employee Also Vendors

? denotes check name different than payment name
F denotes Final Payment

2020-51

ReqPay05a

Payment Register

Scheduled 07/16/2020 - 07/22/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
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AP Vendor Document Tracking Services (002686/1)

10225 Barnes Canyon Road, Ste

A200

San Diego, CA 92121

F	2020/21	07/01/20	R21-00001	Document Tracking Services	7501012	07/22/20	Paid	Printed	995.00	995.00
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2021 01-0000-0-0000-2700-5835-000-0000-0000

Batchld AP07242020

Check Date 07/24/20 PO# PO21-00001 Register # 000181

Total Invoice Amount

995.00

Direct Vendor Dr. Vibul Tangpraphaphorn,md (002374/1)

109 Addison Way

Taft, CA 93268-0686

@	2019/20	06/10/20		Testing E.C.	DP20-00004	07/21/20	Paid	Printed	23.00	23.00
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2020 01-0000-0-0000-3600-5800-000-0000-7230

Batchld AP07242020

Check Date 07/24/20 PO# Register # 000181

Total Invoice Amount

66.00

@	2019/20	11/03/19		Testing R.R.	DP20-00005	07/21/20	Paid	Printed	66.00	66.00
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2020 01-0000-0-0000-3600-5800-000-0000-7230

Batchld AP07242020

Check Date 07/24/20 PO# Register # 000181

Total Invoice Amount

23.00

@	2019/20	11/18/19		Testing F.D.L.S.	DP20-00006	07/21/20	Paid	Printed	23.00	23.00
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2020 01-0000-0-0000-3600-5800-000-0000-7230

Batchld AP07242020

Check Date 07/24/20 PO# Register # 000181

Total Invoice Amount

112.00

Direct Vendor Home Depot Credit Services (002329/1)

Dept 32-2502046356

PO BOX 78047

Phoenix, AZ 85062-8047

@	2019/20	05/01/20		Highschool Supplies	1013171	07/16/20	Paid	Printed	433.36	433.36
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2020 01-0000-0-0000-8100-4300-070-0000-0000

Batchld AP07242020

Check Date 07/24/20 PO# Register # 000181

Total Invoice Amount

2,528.55

Check #	2020/21	03/01/20		Highschool supplies	2156725	07/16/20	Paid	Printed	2,528.55	2,528.55
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2021 01-6387-0-3800-1000-6400-070-0000-AGRI

Batchld AP07242020

Check Date 07/24/20 PO# Register # 000181

Total Invoice Amount

144.16

@	2019/20	05/01/20		AG	3546351	07/16/20	Paid	Printed	144.16	144.16
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2020 01-6387-0-3800-1000-4300-070-0000-AGRI

Batchld AP07242020

Check Date 07/24/20 PO# Register # 000181

Total Invoice Amount

200.70

Check #	2019/20	03/01/20		AG Supplies	4021757	07/16/20	Paid	Printed	200.70	200.70
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Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000181, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

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043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALES), Jul 30 2020

10:56AM

ReqPay05a

Payment Register

Scheduled 07/16/2020 - 07/22/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
(continued)										
2019/20	03/01/20		Home Depot Credit Services (002329/1)	4021757 (continued)	07/16/20	Paid	Printed	(continued)		
			AG Supplies							
2020	01-6387-0-	3800-1000-4300-070-0000-AGRI								
Check #	01-620880			Batchld AP07242020		Check Date 07/24/20	PO#		Register # 000181	
2019/20	03/01/20		Highschool air propane	4025054	07/16/20	Paid	Printed	97.84		97.84
2020	01-0000-0-	0000-8100-4400-070-0000-0000								
Check #	01-620880			Batchld AP07242020		Check Date 07/24/20	PO#		Register # 000181	
2019/20	05/01/20		Rental 4825 Sisqouc	40700580	07/17/20	Paid	Printed	617.68		617.68
2020	01-0035-0-	0000-8100-4400-000-RENT-0000								
Check #	01-620880			Batchld AP07242020		Check Date 07/24/20	PO#		Register # 000181	
2019/20	04/01/20		Ag Supplies	4611322	07/16/20	Paid	Printed	488.40		488.40
2020	01-6387-0-	3800-1000-4300-070-0000-AGRI								
Check #	01-620880			Batchld AP07242020		Check Date 07/24/20	PO#		Register # 000181	
2019/20	03/01/20		AG	8284437	07/16/20	Paid	Printed	193.63		193.63
2020	01-6387-0-	3800-1000-4300-070-0000-AGRI								
Check #	01-620880			Batchld AP07242020		Check Date 07/24/20	PO#		Register # 000181	
Total Invoice Amount								4,704.32		

AP Vendor IEC Power, LLC (002897/1)

8795 Folsom Blvd., Suite 205
Sacramento, CA 95826

@	2019/20	06/17/20	R20-00031	MAINTENANCE	CUYAMA-OM-INV72	07/22/20	Paid	Printed	1,207.96	1,207.96
				AGREEMENT						
				2020 01-0000-0-	0000-8100-5640-030-0000-SOLR			603.98		
				2020 01-0000-0-	0000-8100-5640-070-0000-SOLR			603.98		
Check #	01-620881			Batchld AP07242020		Check Date 07/24/20	PO# PO20-00025		Register # 000181	
Total Invoice Amount								1,207.96		

AP Vendor Kern Co. Supt Of Schools/Legal (000125/1)

PO Box 2445
Bakersfield, CA 93303

@ F	2019/20	06/02/20	R20-00079	LEGAL SERVICES	003889	07/17/20	Paid	Printed	23,758.40	23,758.40
				2020 01-0000-0-	0000-7100-5830-000-0000-0000					
Check #	01-620882			Batchld AP07242020		Check Date 07/24/20	PO# PO20-00074		Register # 000181	
Total Invoice Amount								23,758.40		

Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000181,
Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 2 of 4

Generated for Gloria Morales-Lerena (43MORALESGL) Jul 30 2020

10:56AM

043 - Cuyama Joint Unified School District

Scheduled 07/16/2020 - 07/22/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor										
			Marborg Disposal (000715/1)							
			PO BOX 4127							
			Santa Barbara, CA 93140							
@	2019/20	01/31/20	past due	4825581	07/21/20	Paid	Printed	442.00		442.00
			2020 01-0000-0-0000-8100-5570-000-0000-0000							
Check #	01-620883			Batchld AP07242020		Check Date 07/24/20	PO#		Register # 000181	
						Total Invoice Amount		442.00		
Direct Vendor										
			MidWay Driller (000157/1)							
			800 Center Street							
			Taft, CA 93268							
2020/21	07/09/20		Property Sale Notice JULY 2020		07/22/20	Paid	Printed	188.00		188.00
			2021 01-0035-0-0000-7200-5840-000-0000-0000							
Check #	01-620884			Batchld AP07242020		Check Date 07/24/20	PO#		Register # 000181	
						Total Invoice Amount		188.00		
AP Vendor										
			S.A. Camp Pump & Drilling Co. (000104/1)							
			PO Box 82575							
			Bakersfield, CA 93380-2575							
@ F	2019/20	01/07/20	R20-00080 Well repairs	855959	07/17/20	Paid	Printed	9,987.25		9,987.25
			2020 01-0000-0-0000-7200-5800-000-0000-0000			150.00				
			2020 01-0000-0-0000-8100-5640-030-0000-0000			9,837.25				
Check #	01-620885			Batchld AP07242020		Check Date 07/24/20	PO# PO20-00075		Register # 000181	
						Total Invoice Amount		9,987.25		
AP Vendor										
			SISC III-COBRA (000148/1)							
			PO BOX 966							
			BAKERSFIELD, CA 93302							
2020/21	08/01/20	R21-00002	CRAHE COBRA	G RAHE AUG 2020	07/22/20	Paid	Printed	1,874.76		1,874.76
			PAYMENT							
			2021 01-0000-0-0000-7200-3402-000-0000-0000							
Check #	01-620886			Batchld AP07242020		Check Date 07/24/20	PO# PO21-00002		Register # 000181	
						Total Invoice Amount		1,874.76		

EXPENSES BY FUND - Bank Account COUNTY		
Fund	Expense	Cash Balance
01	43,269.69	1,796,098.31
		1,752,828.62

Selection

Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000181,

Page Break by Check/Advice? = N, Zero? = Y)

043 - Cuyama Joint Unified School District

Generated for Gloria Morales-Lerena (43MORALESG), Jul 30 2020

10:56AM

ESCAPE ONLINE

Page 3 of 4

Number of Payments	18
Number of Checks	9
Number of ACH Advice	0
Number of vCard Advice	0
Total Check/Advice Amount	\$43,269.69
Total Unpaid Sales Tax	\$.00
Total Expense Amount	\$43,269.69

CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS	
\$0 - \$99	3
\$100 - \$499	1
\$500 - \$999	3
\$1,000 - \$4,999	1
\$5,000 - \$9,999	
\$10,000 - \$14,999	
\$15,000 - \$99,999	1
\$100,000 - \$199,999	
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	

***** ITEMS OF INTEREST *****

* Number of payments to a different vendor
! Number of Prepaid payments
@ Number of Liability payments
& Number of Employee Also Vendors

14

? denotes check name different than payment name
F denotes Final Payment

2020:52

Payment Register

ReqPay05a

Scheduled 07/23/2020

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor Kern Co. Supt Of Schools/Legal (000125/1)										
PO Box 2445 Bakersfield, CA 93303										
@ F	2019/20	06/30/20	R20-00082	LEGAL SERVICES	6302020	07/23/20	Printed	4,166.40		4,166.40
2020 01-0000-0-0000-7100-5830-000-0000-0000										
Batchld AP07242020										
Check Date 07/24/20										
PC# PO20-00077										
Register # 000182										
Total Invoice Amount 4,166.40										

AP Vendor Kern Machinery (001297/1)										
PO BOX 80007 Bakersfield, CA 93380										
@ F	2019/20	05/09/19	R20-00086	Tractor Repair	101-655161	07/23/20	Printed	5,156.99		5,156.99
2020 01-0000-0-0000-7200-5800-000-0000-0000										
2020 01-0000-0-0000-8100-5640-000-0000-0000										
Batchld AP07242020										
Check Date 07/24/20										
PC# PO20-00080										
Register # 000182										
Total Invoice Amount 5,156.99										

EXPENSES BY FUND - Bank Account COUNTY		
Fund	Expense	Cash Balance
01	9,323.39	1,796,098.31
		1,786,774.92

Number of Payments	2
Number of Checks	2
Number of ACH Advice	0
Number of vCard Advice	0
Total Check/Advice Amount	\$9,323.39
Total Unpaid Sales Tax	\$.00
Total Expense Amount	\$9,323.39

CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS	
\$0 - \$99	
\$100 - \$499	
\$500 - \$999	
\$1,000 - \$4,999	1
\$5,000 - \$9,999	1
\$10,000 - \$14,999	
\$15,000 - \$99,999	
\$100,000 - \$199,999	
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	

***** ITEMS OF INTEREST *****	
* Number of payments to a different vendor	
! Number of Prepaid payments	
@ Number of Liability payments	2
& Number of Employee Also Vendors	

? denotes check name different than payment name
F denotes Final Payment

Report Totals - Payment Count 2 Check Count 2 ACH Count 0 vCard Count 0 Total Check/Advice Amount 9,323.39

Selection Sorted by AP Check Order Option, Filtered by (Org = 43, Payment Method = N, Payment Type = N, On Hold? = Y, Check Register(s) = 000182, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 2 of 2

Generated for Gloria Morales-Lerena (43MORALES), Jul-30 2020

10:57AM

043 - Cuyama Joint Unified School District



CHANGES TO AUTHORIZED SIGNATURES
DISTRICT PERSONNEL APPROVED BY THE SUPERINTENDENT
FOR RELEASE OF COMMERCIAL AND PAYROLL WARRANTS

DISTRICT: Cuyama Joint Unified School District

ADDITIONS:

Signature <u>Theresa A King</u>	<input checked="" type="checkbox"/> Commercial
Typed Name/Title <u>Theresa A. King / Business Manager</u>	<input checked="" type="checkbox"/> Payroll
Signature <u>Alfonso Gamino</u>	<input checked="" type="checkbox"/> Commercial
Typed Name/Title <u>Alfonso Gamino</u>	<input checked="" type="checkbox"/> Payroll
Signature _____	<input type="checkbox"/> Commercial
Typed Name/Title _____	<input type="checkbox"/> Payroll

DELETIONS:

Typed Name/Title <u>Stephen Blvestein</u>	<input checked="" type="checkbox"/> Commercial
	<input checked="" type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial
	<input type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial
	<input type="checkbox"/> Payroll

I certify that the above changes to authorized district personnel who may receive warrants on behalf of our district.

Superintendent's Signature: _____

Alfonso Gamino

Date: 8 / 13 / 2020

Note: Please use this form if there are changes that occur after the organizational meeting in December.

ATTACHMENT F(1)

**RESOLUTION OF THE GOVERNING BOARD
DELEGATION OF GOVERNING BOARD POWERS DUTIES
AUTHORITY TO MAKE CASH AND BUDGET TRANSFERS**


Whereas, Education Code Section 35161 provides that "The governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board...;" and

Whereas, Education Code Section 35161 further provides that the governing board "...may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated;" and

Whereas, the governing board of the Cuyama Joint Unified School District recognizes that, while the authority provided in Education Code Section 35161 authorizes the board to delegate any of its powers and duties, the governing board retains the ultimate responsibility over the performance of those powers and duties; and

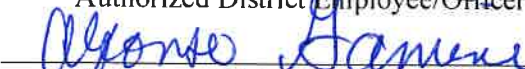
Whereas, the governing board further recognizes that where other Education Code provisions authorize a delegation of authority for a specific purpose, but impose restrictions on such delegated authority, these restrictions must be observed;

Now, Therefore, Be It Resolved that, in accordance with the authority provided in Education Code Section 35161, the governing board of the Cuyama Joint Unified School District hereby delegates to the following officers or employees of the district, the authority to make cash and budget transfers between and within district funds as necessary for the payment of obligations of the district effective from the date this resolution is passed through the year-end accrual phase without submitting the transfers as part of a specific board resolution.



Authorized District Employee/Officer

Authorized District Employee/Officer



Authorized District Employee/Officer

Authorized District Employee/Officer

Passed and adopted this 13th day of August, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Board President's Signature: _____ Date: ____/____/____

Note for Escape Financial System Users: The district must have an active employee with Escape access authorized to perform cash and budget transfers. This resolution is needed in order to grant activity permissions necessary to authorize certain budget and cash transfers (i.e., interfund cash transfers and deposits) in Escape.

REFERENCE:
K-12: EC§35161

Cuyama Joint Unified School District Board Policy

Response to Immigration Enforcement

BP 5145.13

Students

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy consistent with a model policy developed by the California Attorney General which limits assistance with immigration enforcement at public schools. See Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on the web site of the Office of the Attorney General. Except as otherwise noted below, the following policy reflects the mandated policy statements. See the accompanying administrative regulation, BP 0410 - Nondiscrimination in District Programs and Activities, BP/AR 5111 - Admission, AR 5111.1 - District Residency, BP/AR 5125 - Student Records, AR/E 5125.1 - Release of Directory Information, and BP 5131.2 - Bullying for additional language fulfilling this mandate.

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

Note: Education Code 234.1 mandates that districts adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Penal Code 422.55 and Education Code 220. As amended by AB 699 (Ch. 493, Statutes of 2017), Education Code 234.1 expressly includes immigration status among the protected categories. See BP 0410 - Nondiscrimination in District Programs and Activities and BP 5145.3 - Nondiscrimination/Harassment for language fulfilling this mandate.

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

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

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), the district must notify parents/guardians of their children's right to a free public education regardless of immigration status, including "Know Your Educational Rights" information as contained in the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools

in Responding to Immigration Issues. Such notice may be included in the annual parental notification provided pursuant to Education Code 48980 or through any other cost-effective means. Also see BP 0410 -Nondiscrimination in District Programs and Activities.

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Legal Reference:

EDUCATION CODE

200 Educational equity

220 Prohibition of discrimination

234.1 Safe Place to Learn Act

234.7 Student protections relating to immigration and citizenship status

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

GOVERNMENT CODE

8310.3 California Religious Freedom Act

PENAL CODE

422.55 Definition of hate crime

627.1-627.6 Access to school premises, outsiders

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

WEB SITES

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

California Office of the Attorney General: <http://oag.ca.gov>

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

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

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

U.S. Immigration and Customs Enforcement: <http://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System:
<http://locator.ice.gov/odls>

5/18

1st Reading: 8/13/2020

Cuyama Joint Unified School District

Administrative Regulations

Response to Immigration Enforcement

AR 5145.13

Students

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy that is consistent with the California Attorney General's model policy limiting assistance with immigration enforcement at public schools. The required model policy statements are contained in the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and, except as otherwise noted, are reflected in the following regulation. See the accompanying Board policy, BP 0410 - Nondiscrimination in District Programs and Activities, BP/AR 5111 - Admission, AR 5111.1 - District Residency, BP/AR 5125 - Student Records, AR/E 5125.1 - Release of Directory Information, and BP 5131.2 - Bullying for additional language fulfilling this mandate.

Note: The Attorney General's model policy recommends that districts designate an immigrant affairs liaison to facilitate training programs for staff, help provide non-legal advice to families, and assist in communications with other educational agencies and local and state government stakeholders. The following administrative regulation may be revised to reflect any such position established by the district.

Responding to Requests for Information

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information to U.S. Immigration and Customs Enforcement (ICE), as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order. An ICE "administrative warrant" is not a court order that would allow a district to disclose student records without parent/guardian consent. See the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues for further information and examples of such administrative warrants and judicial orders.

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Note: Items #1-4 below reflect requirements of the Attorney General's model policy.

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Note: Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017), prohibits districts from disclosing information about immigration status or religion to federal government authorities for use in the compilation of a registry for immigration enforcement or otherwise assisting in the creation of such a registry. In addition, the Attorney General's model policy developed pursuant to Education Code 234.7 prohibits the use of school data or resources for creating a registry based on specific characteristics. Also see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5125 - Student Records.

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination.

(Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

Note: Except as otherwise noted, the following mandated section reflects the Attorney General's model policy developed pursuant to Education Code 234.7. The Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues contains a Quick Reference Guide for School Officials that summarizes the steps to be taken in the event that an immigration enforcement officer comes to a school or requests personal information about a student or his/her family member.

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

(cf. 5145.12 - Search and Seizure)

Note: The Attorney General's model policy includes requirements that the district post signs at school entrances containing school hours and registration requirements and that the district adopt measures for responding to outsiders in a manner that avoids classroom interruptions. See

BP/AR 1250 - Visitors/Outsiders for procedures applicable to all "outsiders," as defined in Penal Code 627.1.

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)
(cf. 1250 - Visitors/Outsiders)

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
 - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
 - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
 - c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
 - a. A list or copy of the officer's credentials and contact information
 - b. The identity of all school personnel who communicated with the officer
 - c. Details of the officer's request

d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge

e. District staff's response to the officer's request

f. Any further action taken by the officer

g. A photo or copy of any documents presented by the officer

10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

(cf. 5141 - Health Care and Emergencies)

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

Note: Education Code 48204.4, as added by SB 257 (Ch. 498, Statutes of 2017), provides that a student complies with district residency requirements if his/her parent/guardian was a resident of California and departed against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act. See AR 5111.1 - District Residency.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in

California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)
(cf. 5111.1 - District Residency)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

5/18

1st Reading: 8/13/2020

Cuyama Joint Unified School District Board Policy

Admission Policy

BP 5111

Students

Note: Pursuant to Education Code 48200, all children ages 6-18 years are subject to compulsory full-time education, unless specifically exempted. See BP/AR 5112.1 - Exemptions from Attendance for further information about such exemptions.

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy, equivalent to a model policy developed by the California Attorney General, which prohibits the solicitation or collection of information regarding the immigration or citizenship status of students and their families, unless otherwise required by law. See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on its web site. These requirements are addressed in the following policy and BP/AR 5111.1 - District Residency.

Note: In Plyler v. Doe, the U.S. Supreme Court ruled that, under the Fourteenth Amendment to the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, Information on the Rights of All Children to Enroll in School, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented. For further discussion of these issues, see CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status. CSBA's legal guidance also includes a sample board resolution that may be used to inform students, parents/guardians, and the community of students' rights under current law to attend a district school regardless of their citizenship or immigration status.

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children seeking admission to a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Note: The following optional paragraph may be revised to reflect district practice. The district should align the application windows for various attendance options in a manner that will allow the district to meet legal requirements pertaining to admissions priorities. See BP/AR 5116.1 - Intradistrict Open Enrollment, AR 5117 - Interdistrict Attendance, and BP/AR 5118 - Open Enrollment Act Transfers for application windows applicable to those options.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)(cf. 1114 - District-Sponsored Social Media)(cf. 5116.1 - Intradistrict Open Enrollment)(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested

Note: Education Code 49452.9 requires that district enrollment forms include an informational item about affordable health care options and available enrollment assistance. Pursuant to Education Code 49452.9, the district could accomplish this by developing its own informational item or using a flier developed by the California Department of Education.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family.

(Education Code 49452.9)

Verification of Admission Eligibility

Note: Admission requirements include age criteria for grades K-1; see the accompanying administrative regulation. Other admission requirements are addressed in AR 5111.1 - District Residency, BP/AR 5141.31 - Immunizations, and AR 5141.32 - Health Screening for School Entry.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

Note: Although districts may require proof of residency within the district (e.g., utility or phone bill, property tax payment receipt, rental property lease agreement, etc.), they are prohibited, pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), from inquiring into the citizenship or immigration status of students and their families. Consequently, consistent with the Attorney General's model policy, districts may not request a student's or parent/guardian's green card, visa, passport, voter registration, or other documentation that indicates citizenship status and could discourage undocumented children from enrolling in school. Also see BP/AR 5111.1 - District Residency.

Note: In addition, pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program. Also see BP/AR 5125 - Student Records. The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)

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

(cf. 5145.13 - Response to Immigration Enforcement)

(cf. 5145.3 - Nondiscrimination/Harassment)

Note: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7. Information regarding national origin (e.g., place of birth, date of entry into the United States, and date the student first attended school in the United States) may be collected only when required to comply with state or federal reporting requirements for special programs, such as language instruction programs for English learners, but should not be collected during the admission process to avoid deterring initial school enrollment of immigrant students.

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

Note: The following paragraph is for use by districts that maintain grades K-1. In addition to the methods specified in Education Code 48002 for documenting a child's age for admittance to kindergarten or first grade, as listed in the accompanying administrative regulation, the Governing Board is authorized to prescribe alternative means for proof of a child's age. The following paragraph may be revised to reflect any such alternative means approved by the Board. The following paragraph also reflects the Attorney General's model policy, developed pursuant to Education Code 234.7, requiring that such alternative means be available to all persons regardless of immigration status, citizenship status, or national origin.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

Note: State and federal law require the immediate enrollment of homeless youth (Education Code 48850, 48852.7; 42 USC 11432), foster youth (Education Code 48853.5), and former juvenile court school students (Education Code 48645.5) regardless of their ability to provide the school with records normally required for enrollment; see BP/AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, and AR 6173.3 - Education for Juvenile Court School Students. In addition, Education Code 49701 requires the district to facilitate the enrollment of children of military families and to ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements; see BP/AR 6173.2 - Education of Children of Military Families

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

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

Legal Reference

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status
46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten 46600 Agreements for admission of students desiring interdistrict attendance 48000 Minimum age of admission (kindergarten)
48002 Evidence of minimum age required to enter kindergarten or first grade
48010 Minimum age of admission (first grade)
48011 Admission from kindergarten or other school; minimum age
48050-48053 Nonresidents
48200 Children between ages of 6 and 18 years (compulsory full-time education)
48350-48361 Open Enrollment Act
48645.5 Enrollment of former juvenile court school students
48850-48859 Educational placement of homeless and foster youth
49076 Access to records by persons without written consent or under judicial order
49076.7 Student records; data privacy; social security numbers
49408 Information of use in emergencies
49452.9 Health care coverage options and enrollment assistance
49700-49703 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements
121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade
201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 5

552a Note Refusal to disclose social security number

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014
Information on the Rights of All Children to Enroll in School: Questions and Answers for States,
School Districts and Parents, May 8, 2014

WEB SITES

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

California Department of Education, Health Care Coverage and Enrollment Assistance:

<http://www.cde.ca.gov/ls/he/hc>

California Office of the Attorney General: <http://oag.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

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

(4/15 3/17) 5/18

1st Reading: 8/13/2020

Cuyama Joint Unified School District

Administrative Regulation

Admission Policy

AR 5111

Students

Age of Admittance to Kindergarten and First Grade

At the beginning of each school year, the Superintendent or designee shall enroll any eligible child who will have

his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable.

(Education Code 48000, 48010)

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be

offered a transitional kindergarten (TK) program in accordance with law and Board policy.

(Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6170.1 - Transitional Kindergarten)

Note: The following paragraph is optional. Education Code 48000 authorizes the district, at its discretion, to allow enrollment into kindergarten during the school year on a case-by-case basis, under the conditions described below. According to the "Transitional Kindergarten FAQs" issued by

the California Department of Education (CDE), enrollment into TK during the school year is also permitted on a case-by-case basis and under the same conditions. CDE information on "Kindergarten in California," available on its web site, cautions that any district utilizing this option

must ensure that the child has turned age five or else may jeopardize its apportionments as auditors

may impose fiscal sanctions. The CDE also cautions that the district may risk being challenged by

parents/guardians if it bases early admission on test results, maturity of the child, or preschool records. The district might consider establishing a process for parents/guardians to challenge denial

of early entry.

On a case-by-case basis, a child who will turn five years old in a given school year may be enrolled in

kindergarten or TK at any time during that school year with the approval of the child's parent/guardian, provided

that: (Education Code 48000)

1. The Governing Board determines that admittance is in the best interest of the child.

2. The parent/guardian is given information regarding the advantages and disadvantages and any other

explanatory information about the effect of this early admittance.

(cf. 5145.6 - Parental Notifications)

Note: The following optional paragraph may be revised to reflect district practice.

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be

granted early entry to kindergarten. In doing so, the Superintendent or designee shall consider various factors

including the availability of classroom space and any negotiated maximum class size.

(cf. 6151 - Class Size)

(cf. 7111 - Evaluating Existing Buildings)

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Note: Education Code 48002 specifies that the method of proof of age may include any appropriate means prescribed by the Governing Board. The following items reflect examples in Education Code 48002 and may be revised to reflect district practice.

Note: Although Education Code 48002 includes a passport as a possible means for determining a child's age, the California Attorney General's model policy developed pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), states that districts should not require documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport
4. When none of the above documents is obtainable, an affidavit of the parent/guardian
5. Other means prescribed by the Board

(11/11 4/15) 5/18

1st Reading: 8/13/2020

Cuyama Joint Unified School District

Administrative Regulation

AR 5145.7

Sexual Harassment

Students

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.

Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.

Note: Education Code [231.5](#) and Title IX of the Education Amendments of 1972 (20 USC [1681-1688](#); 34 CFR [106.1-106.82](#)) prohibit discrimination based on sex, including sexual harassment, and mandate that the district adopt and publish complaint procedures. Also see AR [5145.71](#) - Title IX Sexual Harassment Complaint Procedures.

Title IX Coordinator

Note: Pursuant to 34 CFR [106.8](#), districts that receive federal financial assistance are mandated to designate an employee to ensure district compliance with Title IX and its implementing regulations. The following paragraph specifies that the Title IX Coordinator will be the same person(s) designated to serve as the compliance officer(s) for the district's uniform complaint procedures pursuant to AR 1312.3 - Uniform Complaint Procedures. Districts may modify this regulation to designate separate district employees to serve these functions.

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, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

(title or position)

(address)

(telephone number)

(email)

(cf. [1312.3](#) - Uniform Complaint Procedures)

(cf. [5145.71](#) - Title IX Sexual Harassment Complaint Procedures)

The district shall notify students, parents/guardians, employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR [106.8](#))

Prohibited Conduct

Note: Education Code [212.5](#) defines sexual harassment as any unwelcome sexual advance, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone in the educational setting. For purposes of suspension and expulsion, Education Code [48900.2](#) defines sexual harassment as conduct, when considered from the perspective of a reasonable person of the same gender as the victim, that is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment for the victim; see AR [5144.1](#) - Suspension and Expulsion/Due Process. Conduct that meets the federal definition of sexual harassment in 34 CFR 106.30 (i.e., (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291) requires investigation and resolution through Title IX regulations; see AR [5145.71](#) - Title IX Sexual Harassment Complaint Procedures.

Prohibited 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.

(cf. [5131](#) - Conduct)

(cf. [5131.2](#) - Bullying)

(cf. [5145.3](#) - Nondiscrimination/Harassment)

(cf. [6142.1](#) - Sexual Health and HIV/AIDS Prevention Instruction)

Note: The following list contains common examples of sexual harassment from the OCR January 2001 Revised Sexual Harassment Guidance, and definitions specified in 5 CCR [4916](#).

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment 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

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.

Notifications

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](#))

(cf. [5145.6](#) - Parental Notifications)

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](#))

Note: Education Code 231.6, as added by AB 543 (Ch. 428, Statutes of 2019), requires districts serving students in grades 9-12 to create a poster that notifies students of the district's sexual harassment policy, and to display it, as specified below. The district may partner with local, state, or federal agencies, or nonprofit organizations, for the purposes of the design and content of the poster.

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)

Note: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to post on the district's web site the district's written policy on sexual harassment as well as other state and federal law requirements, in the manner specified below. 34 CFR [106.8](#) also requires districts that have web sites to prominently display the contact information for the Title IX Coordinator and the district's nondiscrimination policy on its web site.

4. Be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. This shall include the name or title, office address, email address, and telephone number of the employee(s) designated as the district's Title IX Coordinator. (Education Code 234.6; 34 CFR [106.8](#))

(cf. [1113](#) - District and School Web Sites)

(cf. [1114](#) - District-Sponsored Social Media)

Note: Education Code [231.5](#), as amended by AB 543, requires the district to provide a copy of the district's sexual harassment policy as part of any orientation program conducted for new and continuing students.

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 in any handbook provided to students, parents/guardians, employees, or employee organizations (34 CFR [106.8](#))

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, regardless of whether the alleged victim files a formal complaint.

(cf. [5141.4](#) - Child Abuse Prevention and Reporting)

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 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 AR 1312.3 - Uniform Complaint Procedures.

(7/15 9/16) 7/20

Cuyama Joint Unified School District

Administrative Regulation

AR 4119.12

Title IX Sexual Harassment Complaint Procedures

Personnel

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.

Note: Title IX of the Education Amendments of 1972 (20 USC [1681-1688](#); 34 CFR [106.1-106.82](#)) prohibits discrimination based on sex, including sexual harassment, and mandates that the district adopt and publish complaint procedures.

Note: The following administrative regulation reflects the Title IX complaint procedure detailed in 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, which must be used, effective August 14, 2020, to address any complaint of sexual harassment that meets the definition in 34 CFR 106.30. Pursuant to 34 CFR 106.30, allegations of sexual harassment governed by these regulations include (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291. Alleged sexual harassment in employment that does not meet this definition should be addressed through the district's complaint procedures described in AR 4030 - Nondiscrimination in Employment.

Note: 34 CFR 106.44 requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not deliberately indifferent. 34 CFR 106.30 defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. A district is deliberately indifferent only if its response to Title IX sexual harassment is clearly unreasonable in light of the known circumstances.

Note: Application of the Title IX complaint procedures to the facts of a specific complaint may implicate complicated questions about the intersection of state law, federal law, and, in cases involving

employees, the applicable collective bargaining agreement. Districts with questions about specific complaints are strongly encouraged to consult legal counsel.

Note: Also see [BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment](#) for information about prohibited conduct, training, required notifications, and processes for reporting sexual harassment.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

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

(cf. [4119.11/4219.11/4319.11 - Sexual Harassment](#))

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 4030 - Nondiscrimination in Employment.

(cf. [4030 - Nondiscrimination in Employment](#))

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in [AR 4119.11/4219.11/4319.11 - Sexual Harassment](#).

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Note: Given the district's duty pursuant to 34 CFR 106.44 to respond to reports of sexual harassment in a manner that is not deliberately indifferent, the Title IX Coordinator should file a complaint in certain situations even when the victim chooses not to do so, including, but not limited to, when a safety threat exists.

Note: In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Note: Pursuant to Education Code [48900.2](#), a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. Districts should also note that Education Code [48915\(c\)](#) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR [5144.1](#) - Suspension and Expulsion/Due Process.

Note: 34 CFR 106.44 allows a student to be removed in emergency situations as described below, but requires that a student should not be "disciplined" prior to a finding being made pursuant to the grievance process established by 34 CFR 106.45. Due to this inconsistency in state and federal law, districts are advised to consult legal counsel as to the manner of imposing an emergency removal.

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur

against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

Note: The following paragraph is optional. Although not required by law, a best practice is to provide notice to the parties of the name of the investigator, facilitator, and decision-maker in order to give the parties an opportunity to raise concerns of conflict of interest or bias as prohibited by 34 CFR 106.45.

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

Note: Pursuant to 34 CFR 106.45, when investigating a formal complaint, the burden of proof rests on the district and not on the parties. However, the district must obtain the party's voluntary, written consent to access, consider, disclose, or otherwise use a party's records that are maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional, which are made and maintained in connection with the provision of treatment to the party.

Note: 34 CFR 106.45 authorizes, but does not require, the district to conduct a live hearing at which each party's advisor may ask the other party and any witnesses all relevant questions and follow-up questions. If the district chooses to include such a hearing as a component of its complaint procedure, the following list should be modified to include requirements for the hearing in accordance with 34 CFR 106.45.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

Note: Districts with questions about the application of a collective bargaining agreement in the context of a Title IX investigation should consult legal counsel.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

Note: Pursuant to 34 CFR 106.45, the person designated as the decision-maker of the determination of responsibility cannot be the same person designated as the Title IX Coordinator, an investigator, or the person who considers appeals. The following paragraph may be revised to reflect the position designated by the district to provide a written determination of responsibility. While designation decisions will depend on the size of the district, a best practice is to designate an upper-level administrator as the decision-maker and designate the Superintendent as the person to consider appeals.

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

Note: 34 CFR 106.45 requires that the district's complaint process include a "reasonably prompt" timeframe for concluding the complaint process, but does not specify the number of days within which the final decision must be issued. Districts may revise the following paragraph to include a different timeline as long as it would satisfy the requirement to act promptly.

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

Note: 34 CFR 106.45 mandates that the district's complaint procedures state whether the district's determination of responsibility will be based on a "preponderance of evidence" standard or "clear and convincing evidence" standard. The following paragraph reflects the "preponderance of evidence" standard, which is a less stringent standard to prove misconduct, and should be revised if the district chooses to use a "clear and convincing evidence" standard. The standard selected by the district must be applied uniformly for all Title IX sexual harassment complaints. The district should consult with legal counsel in determining which standard to use.

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Note: 34 CFR 106.45 allows either the complainant or respondent to appeal the district's decision. The district may revise the following section to reflect applicable timelines established by the district.

Note: The following section should also be revised to identify the person who has been designated as the decision-maker(s) for the appeal. Pursuant to 34 CFR 106.45, the decision-maker for the appeal cannot be the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Equal Employment Opportunity Commission.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

Note: 34 CFR 106.45 mandates that the district's Title IX complaint process list, or describe the range of, possible remedies that the district may implement following any determination of responsibility. The following section may be revised to reflect district practice.

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. [4117.7/4317.7](#) - Employment Status Report)

(cf. [4118](#) - Dismissal/Suspension/Disciplinary Action)

(cf. [4119.11/4219.11/4319.11](#) - Sexual Harassment)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. [3580](#) - District Records)

Legal Reference:

EDUCATION CODE

[200-262.4](#) Prohibition of discrimination on the basis of sex

[48900](#) Grounds for suspension or expulsion

[48900.2](#) Additional grounds for suspension or expulsion; sexual harassment

[48985](#) Notices, report, statements and records in primary language

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[1714.1](#) Liability of parents/guardians for willful misconduct of minor

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AR 4119.12

CODE OF REGULATIONS, TITLE 5

[4600-4670](#) Uniform complaint procedures

[4900-4965](#) Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

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[1681-1688](#) Title IX of the Education Amendments of 1972

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Cuyama Joint Unified School District

Administrative Regulation

AR 4219.12

Title IX Sexual Harassment Complaint Procedures

Personnel

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.

Note: Title IX of the Education Amendments of 1972 (20 USC [1681-1688](#); 34 CFR [106.1-106.82](#)) prohibits discrimination based on sex, including sexual harassment, and mandates that the district adopt and publish complaint procedures.

Note: The following administrative regulation reflects the Title IX complaint procedure detailed in 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, which must be used, effective August 14, 2020, to address any complaint of sexual harassment that meets the definition in 34 CFR 106.30. Pursuant to 34 CFR 106.30, allegations of sexual harassment governed by these regulations include (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291. Alleged sexual harassment in employment that does not meet this definition should be addressed through the district's complaint procedures described in AR 4030 - Nondiscrimination in Employment.

Note: 34 CFR 106.44 requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not deliberately indifferent. 34 CFR 106.30 defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. A district is deliberately indifferent only if its response to Title IX sexual harassment is clearly unreasonable in light of the known circumstances.

Note: Application of the Title IX complaint procedures to the facts of a specific complaint may implicate complicated questions about the intersection of state law, federal law, and, in cases

involving employees, the applicable collective bargaining agreement. Districts with questions about specific complaints are strongly encouraged to consult legal counsel.

Note: Also see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment for information about prohibited conduct, training, required notifications, and processes for reporting sexual harassment.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

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

(cf. [4119.11/4219.11/4319.11](#) - Sexual Harassment)

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 4030 - Nondiscrimination in Employment.

(cf. [4030](#) - Nondiscrimination in Employment)

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Note: Given the district's duty pursuant to 34 CFR 106.44 to respond to reports of sexual harassment in a manner that is not deliberately indifferent, the Title IX Coordinator should file a complaint in certain situations even when the victim chooses not to do so, including, but not limited to, when a safety threat exists.

Note: In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Note: Pursuant to Education Code [48900.2](#), a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. Districts should also note that Education Code [48915\(c\)](#) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR [5144.1](#) - Suspension and Expulsion/Due Process.

Note: 34 CFR 106.44 allows a student to be removed in emergency situations as described below, but requires that a student should not be "disciplined" prior to a finding being made pursuant to the grievance process established by 34 CFR 106.45. Due to this inconsistency in state and federal law, districts are advised to consult legal counsel as to the manner of imposing an emergency removal.

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

Note: The following paragraph is optional. Although not required by law, a best practice is to provide notice to the parties of the name of the investigator, facilitator, and decision-maker in order to give the parties an opportunity to raise concerns of conflict of interest or bias as prohibited by 34 CFR 106.45.

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

Note: Pursuant to 34 CFR 106.45, when investigating a formal complaint, the burden of proof rests on the district and not on the parties. However, the district must obtain the party's voluntary, written consent to access, consider, disclose, or otherwise use a party's records that are maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional, which are made and maintained in connection with the provision of treatment to the party.

Note: 34 CFR 106.45 authorizes, but does not require, the district to conduct a live hearing at which each party's advisor may ask the other party and any witnesses all relevant questions and follow-up questions. If the district chooses to include such a hearing as a component of its complaint procedure, the following list should be modified to include requirements for the hearing in accordance with 34 CFR 106.45.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

Note: Districts with questions about the application of a collective bargaining agreement in the context of a Title IX investigation should consult legal counsel.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

Note: Pursuant to 34 CFR 106.45, the person designated as the decision-maker of the determination of responsibility cannot be the same person designated as the Title IX Coordinator, an investigator, or the person who considers appeals. The following paragraph may be revised to reflect the position designated by the district to provide a written determination of responsibility. While designation decisions will depend on the size of the district, a best practice is to designate an upper-level administrator as the decision-maker and designate the Superintendent as the person to consider appeals.

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

Note: 34 CFR 106.45 requires that the district's complaint process include a "reasonably prompt" timeframe for concluding the complaint process, but does not specify the number of days within which the final decision must be issued. Districts may revise the following paragraph to include a different timeline as long as it would satisfy the requirement to act promptly.

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

Note: 34 CFR 106.45 mandates that the district's complaint procedures state whether the district's determination of responsibility will be based on a "preponderance of evidence" standard or "clear and convincing evidence" standard. The following paragraph reflects the "preponderance of evidence" standard, which is a less stringent standard to prove misconduct, and should be revised if the district chooses to use a "clear and convincing evidence" standard. The standard selected

by the district must be applied uniformly for all Title IX sexual harassment complaints. The district should consult with legal counsel in determining which standard to use.

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Note: 34 CFR 106.45 allows either the complainant or respondent to appeal the district's decision. The district may revise the following section to reflect applicable timelines established by the district.

Note: The following section should also be revised to identify the person who has been designated as the decision-maker(s) for the appeal. Pursuant to 34 CFR 106.45, the decision-maker for the appeal cannot be the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Equal Employment Opportunity Commission.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

Note: 34 CFR 106.45 mandates that the district's Title IX complaint process list, or describe the range of, possible remedies that the district may implement following any determination of responsibility. The following section may be revised to reflect district practice.

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

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The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. [3580](#) - District Records)

Legal Reference:

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7/20

Cuyama Joint Unified School District Board Policy

BP 4119.11, 4219.11, 4319.11

Sexual Harassment

Personnel

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

Note: Education Code [231.5](#), 2 CCR [11023](#), and 34 CFR [106.8](#) mandate the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment.

Note: Sexual harassment is prohibited pursuant to Title VII of the Civil Rights Act of 1964 (42 USC [2000e-2000e-17](#)) and/or Title IX of the Education Amendments of 1972 (20 USC [1681-1688](#); 34 CFR [106.1-106.82](#)), as well as the California Fair Employment and Housing Act (Government Code [12900-12996](#)). Whether a complaint of sexual harassment is addressed through federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, or procedures adopted pursuant to 2 CCR [11023](#) is dependent on whether the alleged conduct meets the more stringent federal definition of sexual harassment or the state definition. See the accompanying administrative regulation, AR 4030 - Nondiscrimination in Employment, and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

Note: Pursuant to 2 CCR 11034, the district may be liable for sexual harassment committed by a supervisor, coworker, or a third party. Pursuant to Government Code [12940](#), employers may also be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

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

(cf. [4030](#) - Nondiscrimination in Employment)

Note: Government Code [12940](#) clarifies that sexual harassment includes harassment based on sex, gender, pregnancy, childbirth, or related medical conditions.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

Note: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In *Department of Health Services v. Superior Court (McGinnis)*, the California Supreme Court outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in *Burlington Industries v. Ellerth* held that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.

Note: Pursuant to Government Code [12950.1](#), as amended by SB 778 (Ch. 215, Statutes of 2019), employers with five or more employees are required to provide sexual harassment training to supervisory and nonsupervisory employees. See the accompanying administrative regulation for timelines and training requirements.

Note: Items #1-4 below reflect the courts' guidance and Government Code [12950.1](#), and should be modified to reflect district practice.

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

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

Note: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance *Promising Practices for Preventing Harassment* and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

Note: 34 CFR [106.8](#), as amended by 85 Fed. Reg. 30026, requires the district to designate at least one employee to coordinate its responsibilities under Title IX, who must be referred to as the Title IX Coordinator. See the accompanying administrative regulation.

Note: 34 CFR 106.44, as added by 85 Fed. Reg. 30026, requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not unreasonable in light of the known circumstances and in compliance with Title IX regulations. 34 CFR 106.30, as added, defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. For this reason, the district should train all employees regarding the reporting process.

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

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures for complaints meeting the Title IX definition of sexual harassment or AR 4030 - Nondiscrimination in Employment for complaints meeting the state definition, as applicable, and shall offer supportive measures to the complainant.

(cf. [4119.12/4219.12/4319.12](#) - Title IX Sexual Harassment Complaints)

Note: In addition to district discipline imposed on employees who engage in sexual harassment, Government Code [12940](#) provides that such employees may be held personally liable in a court of law for any damage to the victim(s).

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. [4117.7/4317.7](#) - Employment Status Reports)

(cf. [4118](#) - Dismissal/Suspension/Disciplinary Action)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

[200-262.4](#) Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

[12900-12996](#) Fair Employment and Housing Act, especially:

BP 4119.11, 4219.11, 4319.11

[12940](#) Prohibited discrimination

[12950](#) Sexual harassment; distribution of information

[12950.1](#) Sexual harassment training

LABOR CODE

[1101](#) Political activities of employees

[1102.1](#) Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

[11009](#) Employment discrimination

[11021](#) Retaliation

[11023](#) Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

CODE OF REGULATIONS, TITLE 5

[4900-4965](#) Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

[1681-1688](#) Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

[2000e-2000e-17](#) Title VII, Civil Rights Act of 1964, as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

[106.1-106.9](#) Nondiscrimination on the basis of sex in education programs or activities

[106.51-106.82](#) Nondiscrimination on the basis of sex in employment in education programs or activities

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

BP 4119.11, 4219.11, 4319.11

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

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

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Promising Practices for Preventing Harassment, November 2017

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

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

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Cuyama Joint Unified School District

Administrative Regulation

AR 4119.11, AR 4219.11, AR 4319.11

Sexual Harassment

Personnel

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.

Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.

Note: The following administrative regulation is mandated pursuant to Education Code [231.5](#) and includes reasonable steps for preventing the occurrence of discrimination and harassment as required pursuant to Government Code [12940](#) (California Fair Employment and Housing Act). The focus of this administrative regulation is on sexual harassment by and of employees. Pursuant to Government Code [12940](#) and 2 CCR [11009](#), interns, volunteers, and job applicants are entitled to the same protection against sexual harassment as applicable to employees.

Note: For information related to sexual harassment involving students, see BP/AR 5145.7 - Sexual Harassment.

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Title IX Coordinator

Note: Pursuant to 34 CFR [106.8](#), districts that receive federal financial assistance are mandated to designate an employee to ensure district compliance with Title IX of the Education Amendments of 1972 and its implementing regulations. The following paragraph specifies that the Title IX Coordinator will be the same person(s) designated to serve as the coordinator for nondiscrimination in employment pursuant to AR 4030 - Nondiscrimination in Employment. Districts may modify this policy to designate separate district employees to serve these functions.

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, as well as to investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

(title or position)

(address)

(telephone number)

(email)

(cf. [4030](#) - Nondiscrimination in Employment)

(cf. [5145.7](#) - Sexual Harassment)

(cf. [5145.71](#) - Title IX Sexual Harassment Complaint Procedures)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR [106.8](#))

(cf. [4112.9/4212.9/4312.9](#) - Employee Notifications)

Prohibited Conduct

Note: Alleged conduct that meets the federal definition of sexual harassment in 34 CFR 106.30, as added by 85 Fed. Reg. 30026, requires investigation and resolution through Title IX regulations; see AR [4119.12/4219.12/4319.12](#) - Title IX Sexual Harassment Complaint Procedures. Pursuant to 34 CFR 106.30, sexual harassment includes (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291)

Note: Education Code [212.5](#) defines sexual harassment as any unwelcome sexual advance, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone in the educational setting. Conduct that does not meet the definition of sexual harassment in 34 CFR 106.30 shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment.

Note: In *Oncale v. Sundowner Offshore Services, Inc.*, the U.S. Supreme Court held that same-sex sexual harassment could be actionable under Title VII of the Civil Rights Act of 1964 (42 USC [2000e-2000e-17](#)).

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code [212.5](#); Government Code [12940](#); 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

Note: Pursuant to Government Code [12940](#), the district may be held liable for sexual harassment committed against employees by clients, customers, or other third parties if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The following paragraph clarifies that sexual harassment may include acts by supervisors, co-workers, or other parties and should be modified to reflect district practice.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

Note: Government Code [12950.1](#), as amended by SB 778 (Ch. 215, Statutes of 2019), requires districts with five or more employees to provide sexual harassment training and education to supervisory and nonsupervisory employees by January 1, 2021 (or two years after a training provided in 2019) and once every two years thereafter. As amended, Government Code [12950.1](#) requires that new nonsupervisory employees be provided the training within six months of hire, consistent with the requirement for all

newly hired supervisors or employees promoted to a supervisory position. Compliance with this law does not insulate the district from any liability for harassment.

Note: Governing Board members, as elected officials, are not usually considered "supervisors"; however, since Board members have the authority to hire, reward, or discipline the Superintendent and other employees, Board members may also be required to receive sexual harassment training. Districts should consult with legal counsel to ensure that the appropriate individuals receive training.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code [12950.1](#))

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code [12926](#))

(cf. [4300](#) - Administrative and Supervisory Personnel)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code [12950.1](#))

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code [12950.1](#); 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process

8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

10. What to do if the supervisor is personally accused of harassment

11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code [12950.1](#), the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

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

A copy of the Board policy and this administrative regulation shall: (Education Code [231.5](#))

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

Note: Government Code [12950](#) requires the Department of Fair Employment and Housing (DFEH) to develop an information sheet on employment discrimination and the illegality of sexual harassment and a poster regarding the rights of transgender employees. These documents are available on DFEH's web site.

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on:
(Government Code [12950](#))

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR [11021](#) for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code [12950](#))

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Cuyama Joint Unified School District



COVID – 19 Reentry Plan 2020-2021

Reentry Plan

August 13, 2020

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Introduction and Intent:

The COVID-19 Pandemic has changed the way we currently live our lives and the way we interact with one another. The school environment been impacted since March of 2020 and will continue to be impacted for the time being. During the 2020-2021 school year and beyond, we will continue to take all reasonable steps to protect the health of our students and staff.

The purpose of this Re-entry Plan is to provide for a safe opening of school in the Fall on August 17, 2020. The Cuyama Joint Unified School District is committed to balancing the health for our students, staff, and families while at the same time continuing to provide an outstanding public education to all of our students. Our goal is to maximize instructional time and support the social and emotional needs of our students and staff as we focus on the whole individual.

This plan is based on information gathered from the California Department of Education (CDE Reentering Schools Guidelines), the Center for Disease Control, and the Santa Barbara County Public Health Department.

Reentry plan committee formed to give input to the 2020-2021 reentry plan.

PLANNING ASSUMPTIONS

The assumptions below reflect input received from other Santa Barbara County Superintendents feedback, state and local stakeholder agencies, as well as input from certificated staff, classified staff and community members. In the case of the COVID-19 pandemic, the situation continues to be monitored on a daily basis and therefore, this plan will change as new information and new guidelines become available. This plan is based on the following assumptions:

1. COVID-19 is and will continue to be a public health threat for the foreseeable future;
2. Santa Barbara County Public Health ("SBCPH") and the Governor through reentry guidance will guide schools on re-opening based on State guidelines and local conditions related to the virus;
3. SBCPH will be viewed for guidance and most current information;
4. SBCPH will inform districts on the measures a school district must take in order to reopen the campus to students;
5. External community organizations will follow these Re-entry Plan protocols;

6. School districts located in counties that are in the watch list will need to wait until their county is off the watch list for 14 days before they re-open for in-person instruction. School schedules will vary throughout the state. Cuyama, being a small district in Santa Barbara will start with distance learning instruction (Santa Barbara is a county in the watch list);
7. District nurse will review existing health plans to make accommodations as needed;
8. The economic impacts of the pandemic will have significant and possibly lasting impacts on schools and school budgets;
9. The District will focus on providing a welcoming and supportive environment to students and staff through a rigorous distance learning educational program once the 2020-2021 Instructional year begins on August 17, 2020;
10. The District recognizes that the pandemic is ongoing and individual staff members, students, entire class, and/or entire school may be required to quarantine in the event of an outbreak of COVID-19 at the different school sites if the schools were open for in-person instruction at any point during the year. Decisions of this magnitude will be directed by SBCPH.
11. If the district is providing in-person instruction: A classroom cohort goes home when there is a confirmed case. If a school experiences a 5% positive testing rate of students and staff, the entire district will be closed;

REENTRY PROTOCOLS

Guidance for Face Coverings

Staff and students in California must wear face coverings when they are in indoor public spaces including school facilities.

- Inside of, or in line to enter a classroom or school facility.
- Working in any space where food is prepared or packaged for sale or distribution to others.
- In any room where other people are present when unable to physically distance.
- Facial coverings will be required by the state for school staff conducting in-person classes.
- Facial coverings will be required by the state for students in grades 3 and above with limited exceptions for health reasons.

- Facial coverings are recommended (face masks or face shields) for grades 2 and below.
- School will offer non-In person alternative to children who refuse to wear a mask or who parents refuse to allow their children to wear a mask. District will offer Independent study If In-person Instruction Is Implemented at any point of the Instruction year.

Exempt from wearing a face covering include:

- Persons with a medical condition, mental health condition, or disability that prevents wearing a face mask. A doctor's note to be turned in to the office.
- Persons who are hearing impaired, where the ability to see the mouth is essential for communication.

Student Health and Safety measures for Hybrid and in-person instruction:

- Parents are to screen students before leaving for school (check temperature to ensure temperature is below 100.4 degrees Fahrenheit, observe for symptoms outlined by public health officials) and keep the students at home if they have symptoms consistent with COVID-19.
- Students will wear a face mask each school day before boarding the school bus or before entering campus if they do not board a school bus. Face masks will be provided to each student who does not bring his/her own face mask on a daily basis.
- Classified and preschool staff will check students' temperature with a no-touch thermometer to make sure that the temperature is at or below 100.4 degrees Fahrenheit before boarding a school bus or before entering the school grounds if the students is transported to school by a parent and/or legal guardian.

COVID-19 symptoms include:

- Fever or chills
- Cough
- Shortness of breath
- Sore throat
- Headache
- Nausea or vomiting
- Diarrhea
- Fatigue
- New loss of taste or smell
- Muscle or body aches

Staff Health and Safety measures for hybrid and in-person instruction:

- All staff will self-screen before leaving for work or upon arriving to their work facility (check temperature to ensure temperature is below 100.4 degrees Fahrenheit), check for symptoms outlined by public health officials, and stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
- All teachers will have an emergency substitute plan, daily schedule and weekly schedule on file in the school office or a designated location in the classroom.
- All staff must wear a face covering/face shield inside the classroom. At the employee's request, the District may issue a face shield to him/her. The employee would then be responsible for maintaining his/her face coverings. District to provide training regarding the appropriate use and appropriate cleaning of the face shields.
- Staff will avoid congregating in work environments, break rooms, staff rooms, and bathrooms.

Classroom hybrid or in-person instruction:

Staff will follow the following classroom protocols:

- Students will line up outside the classroom door prior to entering the classroom; each student shall be separated by approximately three feet distance.
- Before school, before breakfast, before lunch, after P.E., and after recess, each student will either wash his/her hands or utilize the District provided hand sanitizer.

Staff will monitor students throughout the day for signs of illness.

Staff may conduct symptom screening when signs of illness are identified. This screening includes temperature check with a no-touch thermometer to ensure temperature is below 100.4 degrees Fahrenheit.

Minimize the mixing of students to the extent practicable. The movement of staff and students will be minimized as much as possible.

Students should not share materials and equipment at school.

Students to bring their own water bottles to school and not share.

Maximize classroom setting to allow for some social distancing as much as possible.

When in small group, students will sit behind a partition sneeze guard/plexiglass. Staff will consider using non-classroom space for instruction weather permitting.

To help maximize classroom space, all soft seating, couches, and non-educational furniture will be stored on campus. All personal belongings are the responsibility of the teacher to remove by Friday, August 14, 2020.

Stuffed animals and other toys that are difficult to clean and sanitize will not be allowed on campus.

All classrooms will be disinfected and cleaned daily. This includes:

- Desks, tables, chairs, door handles, drinking fountains, light switches, Plexiglass, and sinks.

Teachers should keep each child's belongings separated and in an individually labeled storage container, cubby or area as practicable.

Staff will remind students in common places to maintain physical distancing. The district will have some signage communicating physical distancing requirements.

Enrichment classes such as PE, AG, Arts:

- Physical Education: Physical Education (PE) will be limited to activities that do not involve contact with other students or equipment until advised otherwise by state/local health officials.
- Library: The library will implement mask wearing and physical distancing procedures in the library to maximize space.
- As practicable, the TOSA teacher may go to the classes where students are, meet outside, or meet in larger inside spaces to maximize social distancing.
- As practicable, supplies will be individually labeled and stored in container, cubby, or area.

District/School Office:

- As practicable, maximize space to allow for some social distancing.
- The office, workrooms, and staff bathrooms will be disinfected daily.

- Counters, sinks, breakroom, door handles, light switches, and copy machine disinfected daily.
- Staff should wear gloves and use hand sanitizer in the workroom.
- Staff shall avoid congregating in the office, staff lounge, and bathrooms.
- A physical barrier will separate office functions from the public.

ASES After School Program when a hybrid or in-person instructional program is in place:

- The District will resume the in school after-school program when the district implements a hybrid or in-person instructional program. They will provide the after-school environment classes.
- The program should be conducted in outdoor environment as much as possible.
- Children will engage in activities that respect social distancing.
- Until further notice, only authorized district staff will be permitted to teach ASES activities on the Cuyama Joint Unified School District Campus when permitted.
- Maximize spacing and provide outdoor instruction as appropriate.
-

Food Service:

Food Service Breakfast:

- Food service personnel will wear gloves to serve food and will wear a face mask daily whether the district provides site educational program or distance learning.
- Food service Personnel will serve breakfast and lunch in the cafeteria (hybrid or in-person educational program) and at designated areas when district provides distance learning.

Food Service program for a hybrid or In-person educational program:

- Superintendent/Principal will monitor cafeteria from 7:30 a.m. – 7:45 a.m.
- Three employees have cafeteria duty from 7:45 a.m. to 8:00 a.m. in the cafeteria.
- Students will be escorted by staff to the Elementary and Middle School playground at 7:45 a.m. where they will remain supervised.
- Students eating breakfast will remain in the cafeteria until they are done eating.
- Breakfast at the high school will remain as it has been done in the past.

Food Service Lunch:

- Food service personnel will wear gloves to serve food and will wear a face mask daily.

- Food service Personnel will consider serving meals in classrooms or outdoors as an alternative setting as practicable.
- Additional serving tables will be placed outside the cafeteria to provide more room for social distancing.
- Grab and Go/ Sack lunch meals will be served for lunch to the students .
- Lunch schedules are staggered appropriately. Each classroom cohort will be provided with at least two cafeteria tables to maximize eating space.
- Outdoor seating will be provided to allow for maximizing space.

Campus Access-Visitors and Guests:

To protect the health and safety of all of our students and staff, Campus access will be limited to students, teachers, and District office staff during the instructional day.

- The Cuyama Elementary playground equipment will remain closed to the public and to students until the district Implements a hybrid or In-person educational program.
- Students shall be dropped off and picked up in the front of the school. Parents shall not enter the campus after school starts each morning unless approved by the Principal or designee.
- Minimize the number of volunteers on campus or in the classrooms when hybrid or in-person instruction resumes.
- Superintendent and Office staff will approve campus visitors.
- To protect the health of our students, outside visitors are strongly discouraged from visiting the campus when hybrid or in-person instruction resumes. Parents are encouraged to email and call the office when they have questions or concerns instead of physically visiting the school site.
- If accessing the school campus for any reason, a parent shall wear a face covering and maintain 6 feet social distancing at all times while inside the school grounds. Face masks shall be worn:
 - While waiting to enter the school campus
 - While on school grounds
 - While leaving the District/School

Field Trips:

- Field trips may be considered based on the District's ability to minimize the risk of District students and staff once a hybrid or in-person instruction resumes.
- Field trips shall comply with the California Department of Health Guidelines and CDE Guidelines.

- In the event of student illness, a parent shall agree to immediately pick-up the child from the field trip to avoid further potential transmission of the illness.
- The CDC recommends virtual activities in lieu of field trips and intergroup events.

Sports:

- Schedules will be developed for home and away sporting events pending California Interscholastic Federation (CIF) and California Department of Education (CDE) guidelines.
- Students will use their own individual water bottles.
- Students will practice social distancing as practicable during practices and during sporting events.

Professional Development and Training:

- The District is to implement hygiene practices to ensure personal health and safety in school facilities and vehicles. Staff and students to be trained on proper handwashing techniques and PPE use including the following:
 1. Scrub with soap for at least 20 seconds or use hand sanitizer. Staff models how to wash hands.
 2. Wash hands when arriving or leaving home; arriving at and leaving school; after play outside, after having close contact with others, after using shared surfaces or tools, before and after using the restroom, after blowing nose, coughing, and sneezing, and before and after eating and preparing food.
 3. Hand sanitizer should be used when hand washing is not practicable.

Staff and students to:

- Use tissue to wipe the nose and cough and sneeze inside the tissue.
- Not touch the face or face covering.
- Use own reusable water bottles.

Provide staff training or utilize state-approved training on:

- Disinfecting frequency and tools and chemicals used;
- Physical distancing of staff and students;
- Symptom screening, including temperature checks as practicable
- Face coverings;
- Cough and sneeze best practices;

- Keeping hands away from one's face;
- Use of No-touch thermometers
- Confidentiality around health recording and reporting.

Stress on Brain:

- Stress has a major impact on the Developing Brain. The Science of Learning and Development Alliance is a great resource for teachers, administrators, and LEAs to understand how stress affects students. During this current pandemic, students may have experienced high levels of stress from the disruption of their daily lives, worries about their families and community.

Parents, students, and staff may reference The Back to School Blueprint provided by the Rennie Center (<https://www.renniecenter.org/research/back-to-school-blueprint/helping-students-heal-trauma>). This resource serves as a guide for helping students heal from trauma.

Remember to focus on expected behaviors rather than on unexpected behaviors. Topics that may be discussed with students at the beginning of the school day (hybrid and in-person instructional program) include but are not limited to the following:

- How to appropriately play with others;
- How to appropriately conduct themselves at recess, lunch, and while standing in line;
- Attitudes in class and in the playground;
- Processes to follow while participating in class discussions;
- Processes for visiting the restroom;
- How to react to a classmate's illness;
- Social distancing practices;
- How to appropriately conduct themselves on the school bus.

Multi-Tiered Systems of Support for Hybrid and in-person Instructional Program:

Tier I: All students participate in school-wide expectations

- Teacher to student behavior intervention within the classroom
- Buddy team teacher to support

Tier II: Targeted Student Intervention and Support

- Teacher/student/parent conference
- Restorative approaches
- Problem solving plan
- Possible counseling referral

Tier III: Highly Targeted Student Intervention Plan

- Teacher/student/parent/psychologist/principal conference
- Behavior intervention plan created
- Alternative Learning Area
- Restorative approaches
- Counseling referral for student and or family
- Suspension last resort if legal based on the specific circumstances

Communication:

The District will communicate to staff, students, and parents about new, COVID-19 related protocols, including:

- Hand washing protocols;
- Temperature checks;
- Proper use of face coverings;
- Cleanliness and disinfection;
- Transmission prevention;
- Guidelines for families about when to keep students home from school.

- Plan process to when to close a classroom or school again for physical attendance of students.

The District will use existing school resources to amplify messaging including signage, notices, website, and social media. This reentry plan will be posted on our website.

Cleaning and Operations:

Custodial staff will be provided with the equipment and PPE for cleaning and disinfecting, including:

- Custodial staff will disinfect daily frequently touched areas (desks, tables, light switches, and chairs).
- Disinfect daily door handles, drinking fountains, playground equipment, and toys.
- Outside organizations must follow the same procedures when sharing facilities. Use EPA “List N” products for cleaning. Facility use form must acknowledge that the cleaning procedures and safety guidelines will be followed.
- Support healthy hygiene by providing adequate supplies: Soap, hand sanitizer with at least 60 percent alcohol, paper towels, tissues, disinfectant wipes, and cloth face coverings as practicable.

Teachers and staff who voluntarily take an online course will be qualified to use proper cleaning supplies to disinfect areas in their classrooms and campus areas. The online courses may be found at www.getsaftytrained.com.

Three levels of site cleaning include:

1. Daily cleaning
2. Specific location
3. Schoolwide cleaning

Daily cleaning: This includes cleaning frequently touched areas. Custodial staff will provide regular cleaning. Teachers and staff who voluntarily take an online course are qualified to use proper cleaning supplies.

Specific Location: This involves cleaning an area in which a person with symptoms of an infectious disease was present. Custodial staff will provide this cleaning following any CDC guidelines found at <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

Schoolwide cleaning: This involves cleaning an entire school site due to a confirmed person with COVID-19. As needed, our custodial staff, and as needed, a contractor would be hired to support. <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

When engaged in cleaning:

- Frequent hand washing
- Wear gloves when cleaning and handling trash
- Do not touch your face while cleaning

Cleaning area contaminated: When cleaning area contaminated by someone who is believed to be ill or may potentially be carrying COVID-19 virus, protocols to be followed include:

- Isolate area occupied by individual in question
- If and when possible, open the doors and windows to increase circulation
- Wait 24 hours before you clean or disinfect if possible and practicable.
- Clean all areas used by the person in question such as classroom, offices, bathrooms, computers, etc. Wear gloves, mask, and goggles while cleaning.
- Re-open area once properly disinfected. Resume routine cleaning and disinfecting.

Symptomatic Student (Hybrid or in-person instructional program):

What to do if a student is symptomatic while entering campus or during the school day:

- Students who develop symptoms of illness need to be separated from others right away.
- Any student or staff member exhibiting symptoms should be required to immediately wear a face covering and report to the designated isolation room (Nurse's office).
- The teacher will phone the office for a staff member to escort the students to the outside pick-up/drop-off zone until they can be transported home or to a healthcare facility. The teacher and/or staff member escorting student shall wear a face shield or face mask and gloves. The student shall also be provided a disposable face mask to be worn at all times until picked up by a parent or guardian. District will call the individuals listed on the emergency card if parents are not able to be reached.

- Advise parent that sick student is not to return to school until they have been seen and cleared by a medical professional and have met SBC Public Health criteria to discontinue home isolation.
- Notify SB County Public Health. Public health will provide guidance of process to follow if we have a student or staff member with COVID-19.
- A classroom cohort goes home when there is a confirmed case.
- If a school experiences a 5% positive testing rate of students and staff, the whole district closes.
- Any area used by individual student that is symptomatic shall be immediately isolated and disinfected.

Symptomatic Staff Member (Hybrid or in-person instructional program:

What to do if a staff member is symptomatic while entering campus or during the school day

- Staff member shall immediately inform Superintendent/Principal or designee and be released from their duty assignment.
- Staff member shall report to Superintendent/Principal or designee all areas occupied during illness and provide all student and staff contacts.
- Once released, staff member will self-isolate and vacate the school campus. Staff member will avoid further contact with students and other staff.
- Any staff member exhibiting symptoms should be required to immediately wear a face covering and report to the isolation room (Nurse's office) until he/she is released.
- The office staff person will escort the staff member to the office/isolation room until they can be transported home or to a healthcare facility.
- Advise staff member he/she is not to return to school until he/she has been seen and cleared by a medical professional and met SBC Public Health criteria to discontinue home isolation.
- Notify SB County Public Health. Public health will provide guidance of process to follow if we have a student or staff member with COVID-19.
- The classroom cohort of that staff member goes home when there is a confirmed case.
- If a school experiences a 5% positive testing rate of students and staff, then the whole district closes.
- Any area used by staff member shall be immediately isolated and disinfected.

Social-Emotional Learning and Support

- Some of the students who need support due to the stress and trauma resulting from the COVID-19 school closures need to be monitored.

Daily Schedule:

- Due to the small number of students in our schools and in our district, the Cuyama Joint Unified School District will create schedules similar to the

2019-2020 school year for Hybrid, distance learning, and in-person instruction.

- Teachers will need to take attendance of all students on a daily basis.
- Teachers will provide ELA, Math, Social Studies, Science, and PE Instruction on a daily basis. Other subjects will be Incorporated as time allows.

Transportation for Hybrid and in-person instructional program:

- Students will maximize seating on the school bus.
- Students from same family will sit together on the bus as practicable.
- Bus drivers will thoroughly disinfect their buses each day at the end of the afternoon run and after returning students from a sporting or field trip event.
- Students will have their temperature checked prior to boarding the school bus each morning.

Teacher on Special Assignment:

- At her discretion, the TOSA teacher may go to the classes where students are, meet outside, or meet in larger inside spaces to maximize social distancing (Hybrid and in-person instruction).
- In collaboration with other teachers, the TOSA teacher will support students via a distance learning program on a daily basis.

Recess Rules and Play Areas (Hybrid and in-person instruction):

Due to a small number of students at each site and as a district:

- Recess rules will encourage students to play in their designated play areas
- Students are to maximize the outdoor playing areas.

Substitute Plan (Hybrid and in-person instruction):

- Teachers are to have a week to two weeks of substitute plans for a quarantine situation.
- Emergency substitute plans are to be located in the office or in a place where office personnel can easily access the plans if needed.
- Teacher shall text and/or call the school secretary to secure substitute coverage.
- Substitute teachers will be made aware of the district's health and safety protocols.
- As needed, substitute teachers will be provided a face mask.

Transition to a rigorous Hybrid learning plan for K-12th grade:

- Superintendent will contact Public Health and follow appropriate PH guidelines for a hybrid learning plan based on the risk level if required.

- Grades TK, 1, 3, 5, and 7 will attend a regular school day on Monday and Tuesday of each school week. K, 2, 4, 6, and 8 will attend a regular school day on Thursday and Friday. Wednesday will be a day for distance learning opportunities. Wednesday will be a minimum day dismissal.
- High School grades 9 and 11 will attend a regular day on Monday and Tuesday of each school week. 10th and 12th grade will attend on Thursday and Friday. Wednesday will be a minimum day dismissal.
- This plan will be considered if SBPH determines that a regular school day is not feasible and the county is off the watch list for at least 14 days before in-person or hybrid instructional program is considered.
- Instructional minutes for all the grade levels need to be maintained.
- ASES will continue to operate with the program being offered to the students that attend school on their designated days.
- Person (s) infected will be quarantined for 14 days.

Teachers will provide a highly engaging educational hybrid program to all of its students. The focus will be on mastery of ELA and math Common Core State Standards, Next Generation Science Standards, and Social Studies Standards.

Daily live Interactions required for hybrid educational program similar to an In-person regular Instructional schedule.

Challenging assignments equivalent to In-person classes.

Adapted lessons for English learners and special education students.

Our Teacher on Special Assignment (TOSA) will provide support to the classroom teachers and students. The focus will be on mastery of ELA and math Common Core State Standards, Next Generation Science Standards, and Social Studies Standards.

Our Business Office, School Office Staff, and Custodial, Maintenance and Operations staff will provide essential support to administration, teachers, instructional aides, parents, and students focused on high caliber education.

It will be our expectation that teachers and students are logged into zoom and participate in instruction and learning as appropriate through a hybrid educational program. The meetings will be open-ended and directed by the teachers. A chrome book/laptop will be provided to each district students to accommodate for distance learning. The chrome book/laptop will be distributed as soon as they are ready for distribution.

Students are encouraged to stay as far apart as possible but are not required to stay six feet apart. Please respect social distancing and prevent the spread of COVID-19 by staying one Cuyama Bear distance apart (At least 6 feet).

Teachers will take accurate attendance of students each day.

Staff Is expected to social distance at least six feet from students.

School Closure and Transition to a rigorous remote learning plan:

- Superintendent will contact and consult with Public Health and follow appropriate PH guidelines based on the risk level.
- Close infected areas until sanitized.
- Person (s) infected will be quarantined for 14 days.
- A classroom cohort goes home when there Is a confirmed case.
- If a school experiences 5% positive testing rate of students and staff, the whole district Is to close.
- School closure will necessitate the district to issue Independent Study to students and initiate the distance learning protocols. In addition, we will use our parent communication system to keep parents informed. We will also use zoom for classroom conferencing as practicable for teaching students, and for staff and individual collaboration meetings. Student chrome books/laptops will be issued K-12th grade to support the distance learning program. Other technology options such as google classroom as practicable. Public Health and school closure guidelines will inform us and provide direction as to whether a school will need to be closed for a period of time.

Teachers will provide a highly engaging educational distance program to all of its students. The focus will be on mastery of ELA and math Common Core State Standards, Next Generation Science Standards, and Social Studies Standards.

Daily live Interactions required for distance learning educational program similar to an In-person regular Instructional schedule.

Challenging assignments equivalent to In-person classes.

Adapted lessons for English learners and special education students.

Our Teacher on Special Assignment (TOSA) will provide support to the classroom teachers and students. The focus will be on mastery of ELA and math Common Core State Standards, Next Generation Science Standards, and Social Studies Standards.

Our Business Office, School Office Staff, and Custodial, Maintenance and Operations staff will provide essential support to administration, teachers, instructional aides, parents, and students focused on high caliber education.

It will be our expectation that teachers and students are logged into zoom and participate in instruction and learning. The meetings will be open-ended and directed by the teachers. A zoom schedule of meetings will be developed for each of the two sites.

Teachers will take accurate attendance of students each day.

Please respect social distancing and prevent the spread of COVID-19 by staying one Cuyama Bear distance apart (At least 6 feet).

*This Reentry Plan for 2020-2021 is subject to change based on the changing situation.

TK/Kindergarten - 5th Grade Online Schedule

MON. TUES. WED. THURS. FRI.

7:45-8:15		Prep	Prep	Prep	Prep	Prep
8:20-9:50		Online	Online	Online	Online	Online
9:50-10:05		Break	Break	Break	Break	Break
10:05-11:05		Online	Online	Online	Online	Online
11:05- 11:50		Lunch	Lunch	Lunch	Lunch	Lunch
11:50-12:50		Music/PE	Music/PE	Music/PE	Music/PE	Music/PE
		Art/ELD	Art/ELD	Art/ELD	Art/ELD	Art/ELD
12:50-1:05		Break	Break	Break	Break	Break
1:05-1:40	Mon	*	*	*	*	*
1:05-2:45	Tue-Fri	*	*	*	*	*

- * Connect with children
- * Share schedule and overview of assignments
- * Opportunity for large groups/ small groups
- * Opportunity for parent communication
- * Students - PE/Music/Art

Cohort Activities

- * Zoom - Large group/small group activities
- * Independent activities

Students with Identified Needs

- * Individualized schedules
- * More opportunities for teacher interaction

Middle School Online Schedule

	MON.	TUES.	WED.	THURS.	FRI.
7:45-8:15	Prep	Prep	Prep	Prep	Prep.
8:30-9:30	Period 1	Period 1	Period 1	Period 1	Period 1
9:30-10:30	Period 2	Period 2	Period 2	Period 2	Period 2
10:30-11:30	Period 3	Period 3	Period 3	Period 3	Period 3
11:30-12:30	Lunch	Lunch	Lunch	Lunch	Lunch
12:30-1:30	Period 4	Period 4	Period 4	Period 4	Period 4
1:30-1:40 Mon.	*****	Small group/	one on one /	phone calls to parents /	emails / texts
1:30-2:45 Tues-Fri.					

- * Opportunities for large/small groups
- * Zoom - large group/small group/individual activities
- * Independent activities
- * Students with identified special needs
- * More opportunities for teacher interaction

High School Online Schedule

	MON.	TUES.	WED.	THURS.	FRI.
7:30-8:00	Prep	Prep	Prep	Prep	Prep
8:00-8:35	Period 1	Period 1	Period 1	Period 1	Period 1
8:40-9:15	Period 2	Period 2	Period 2	Period 2	Period 2
9:20-9:55	Period 3	Period 3	Period 3	Period 3	Period 3
9:55-10:10	Break	Break	Break	Break	Break
10:10-10:45	Period 4	Period 4	Period 4	Period 4	Period 4
10:50-11:25	Period 5	Period 5	Period 5	Period 5	Period 5
11:30-12:15	Lunch	Lunch	Lunch	Lunch	Lunch
12:20-12:55	Period 6	Period 6	Period 6	Period 6	Period 6
1:00-1:35	Period 7	Period 7	Period 7	Period 7	Period 7
1:40-3:00	Tu-Fri. *****	Small groups / one on one/ parent phone calls/ emails / communication			

- * Opportunities for large/small groups
- * Zoom - large group/small groups/individual activities
- * Independent activities
- * Students with identified special needs
- * More opportunities for teacher interaction

TK/Kindergarten - 5th Grade Hybrid Schedule

		MON.		TUES.		THURS.		FRI.	
8:20-9:20		Class begins		Class begins		Class begins		Class begins	
		<i>Cohort A</i>		<i>Cohort A</i>		<i>Cohort B</i>		<i>Cohort B</i>	
9:20-9:35		Recess 4/5		Recess 4/5		Recess 4/5		Recess 4/5	
9:50-10:05		Recess K-3/4		Recess K-3/4		Recess K-3/4		Recess K-3/4	
11:00-12:00		Lunch K		Lunch K		Lunch K		Lunch K	
11:10-12:00		Lunch 1/2		Lunch 1/2		Lunch 1/2		Lunch 1/2	
11:15-12:20		Lunch 3/4		Lunch 3/4		Lunch 3/4		Lunch 3/4	
11:20-12:20		Lunch 4/5		Lunch 4/5		Lunch 4/5		Lunch 4/5	
1:20-1:35		Recess K-3		Recess K-3		Recess K-3		Recess K-3	
1:40-2:45	Tu & Thu	PE K-2		PE K-2		PE K-2		PE K-2	
	Mon. Fri	PE 3-5		PE 3-5		PE 3-5		PE 3-5	

WEDNESDAY - ONLINE LEARNING

7:45-8:15		Prep		
8:20-9:50		Online		
9:50-10:00		Break		
10:00-11:10		Online		
11:10-11:55		Lunch		
11:55-1:00		Online		
1:00-1:10		Break		
1:10-1:45		Parent communication/emails		

Middle School Hybrid Schedule

2020-2021

	MON.	TUES.	THURS.	FRI.
8:20-9:20	<i>Period 1</i>	<i>Period 1</i>	<i>Period 1</i>	<i>Period 1</i>
	<i>Cohort A</i>	<i>Cohort A</i>	<i>Cohort B</i>	<i>Cohort B</i>
9:20-9:35	Recess	Recess	Recess	Recess
9:35-10:30	<i>Period 2</i>	<i>Period 2</i>	<i>Period 2</i>	<i>Period 2</i>
	<i>Cohort A</i>	<i>Cohort A</i>	<i>Cohort B</i>	<i>Cohort B</i>
10:35-11:30	<i>Period 3</i>	<i>Period 3</i>	<i>Period 3</i>	<i>Period 3</i>
	<i>Cohort A</i>	<i>Cohort A</i>	<i>Cohort B</i>	<i>Cohort B</i>
11:35-12:20	Lunch	Lunch	Lunch	Lunch
12:20-1:15	<i>Period 4</i>	<i>Period 4</i>	<i>Period 4</i>	<i>Period 4</i>
	<i>Cohort A</i>	<i>Cohort A</i>	<i>Cohort B</i>	<i>Cohort B</i>
1:15-1:50	<i>Period 5</i>	<i>Period 5</i>	<i>Period 5</i>	<i>Period 5</i>
	<i>Cohort A</i>	<i>Cohort A</i>	<i>Cohort B</i>	<i>Cohort B</i>
1:50-2:40	<i>Period 6</i>	<i>Period 6</i>	<i>Period 6</i>	<i>Period 6</i>
	<i>Cohort A</i>	<i>Cohort A</i>	<i>Cohort B</i>	<i>Cohort B</i>
	WED.	Online Learning		
7:45-8:15	Prep			
8:20-9:00	<i>Period 1</i>			
9:05-9:45	<i>Period 2</i>			
9:45-10:00	Break			
10:00-10:40	<i>Period 3</i>			
10:45-11:25	<i>Period 4</i>			
11:30-12:15	Lunch			
12:20-1:05	<i>Period 5</i>			
1:10-1:45	<i>Period 6</i>			

High School Hybrid Schedule

2020-2021

	MON.	TUES.	WED.*	THURS.	FRI.
Period 1	8:00-8:55	8:00-8:55	Period 1	8:00-8:55	8:00-8:55
	Cohort A	Cohort A	Online	Cohort B	Cohort B
Period 2	9:00-9:50	9:00-9:50	Period 2	9:00-9:50	9:00-9:50
	Cohort A	Cohort A	Online	Cohort B	Cohort B
Break	9:50-10:00	9:50-10:00	Period 3	9:50-10:00	9:50-10:00
	Cohort A	Cohort A	Online	Cohort B	Cohort B
Period 3	10:00-10:50	10:00-10:50	Break	10:00-10:50	10:00-10:50
	Cohort A	Cohort A		Cohort B	Cohort B
Period 4	10:55-11:45	10:55-11:45	Period 4	10:55-11:45	10:55-11:45
	Cohort A	Cohort A	Online	Cohort B	Cohort B
Lunch	11:45-12:20	11:45-12:20	Period 5	11:45-12:20	11:45-12:20
	Cohort A	Cohort A	Online	Cohort B	Cohort B
Period 5	12:20-1:10	12:20-1:10	Lunch	12:20-1:10	12:20-1:10
	Cohort A	Cohort A		Cohort B	Cohort B
Period 6	1:15-2:05	1:15-2:05	Period 6	1:15-2:05	1:15-2:05
	Cohort A	Cohort A	Online	Cohort B	Cohort B
Period 7	2:10-3:00	2:10-3:00	Period 7	2:10-3:00	2:10-3:00
	Cohort A	Cohort A	Online	Cohort B	Cohort B

* Wednesday - early out

TK/Kindergarten - 5th Grade Regular Schedule
2020-2021

8:15		First Bell						
8:20		Class Begins						
9:20-9:35		<i>Recess</i>		4th/ 5th grade				
9:50 - 10:05		<i>Recess</i>		Kindergarten - 3rd/4th grade				
11:00- 12:00		<i>Lunch</i>		Headstart - Kindergarten				
11:10 - 12:00		<i>Lunch</i>		1st / 2nd grade				
11:15 -12:00		<i>Lunch</i>		3rd/ 4th grade				
11:20- 12:20		<i>Lunch</i>		4th/5th grade				
1:20 - 1:35		<i>Recess</i>		Kindergarten - 3rd grade				
1:10 - 1:50		P.E.		K - 2nd		Tuesday & Thursday		
		P.E.		3rd-5th		Wed. & Friday		
Dismissal times:								
Monday			1:45					
Tues - Friday			2:45					

Middle School Regular Schedule

2020-2021

8:20-9:20	6th grade -ELA			Room 13	
	7th grade -Social Studies			Room 15	
	8th grade - Math			Room 14	
9:20- 9:35	Recess				
9:35-10:30	6th grade -Social Studies			Room 15	
	7th grade - Math			Room 14	
	8th grade - ELA			Room 13	
10:35-11:30	6th grade -Math			Room 14	
	7th grade-ELA			Room 13	
	8th grade-Social Studies			Room 15	
11:35-12:20	Lunch				
12:20-1:15	6th grade - Science			Room 13	
	7th grade - Science			Room 15	
	8th grade - Science			Room 14	
1:15 - 1:50	6th grade -ELD			Room 13	
	7th grade- ELD			Room 15	
	8th grade - ELD			Room 14	
1:50-2:40	PE	Tuesday-Friday			
Dismissal times:					
Monday		1:45			
Tues- Friday		2:45			

	MON.	TUES.	WED.	THURS.	FRI.
Period 1	8:00-8:50	8:00-8:55	8:00-8:55	8:00-8:55	8:00-8:55
Period 2	8:55-9:35	9:00-9:50	9:00-9:50	9:00-9:50	9:00-9:50
Break	9:35-9:50	9:50-9:55	9:50-9:55	9:50-9:55	9:50-9:55
Period 3	9:50-10:30	10:00-10:50	10:00-10:50	10:00-10:50	10:00-10:50
Period 4	10:35-11:15	10:55-11:45	10:55-11:45	10:55-11:45	10:55-11:45
Lunch	11:15-11:45	11:45-12:20	11:45-12:20	11:45-12:20	11:45-12:20
Period 5	11:45-12:25	12:20-1:10	12:20-1:10	12:20-1:10	12:20-1:10
Period 6	12:30-1:10	1:15-2:05	1:15-2:05	1:15-2:05	1:15-2:05
Period 7	1:15-2:00	2:10-3:00	2:10-3:00	2:10-3:00	2:10-3:00

MEMORANDUM OF UNDERSTANDING

(District Reentry Plan)

This Memorandum of Understanding ("MOU") is entered into by and between the **CUYAMA JOINT UNIFIED SCHOOL DISTRICT** ("District") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CUYAMA CHAPTER 288** (the "Association"). The District and Association are hereinafter collectively referred to as "the Parties." The Parties have entered into this MOU to reflect the agreements reached regarding the effects of the coronavirus (COVID-19) on the return of students for formal instruction and return-to-work for classified unit members.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and classified staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. The Parties agree that the return-to-work of classified unit members is necessary for the safe return of students and other staff for on-site classroom instruction.

The Association enters into this MOU on its own behalf as well as on behalf of classified employees who are members of the bargaining unit represented by the Association in its role as the Exclusive Representative.

RECITALS

The Parties negotiated a Collective Bargaining Agreement ("CBA") effective July 1, 2017 through June 30, 2020. Student instruction will resume on or about August 17, 2020 under a new format and structure. Association unit members will return to work in advance of student instruction on date(s) determined by the District. The Parties hereby agree to the following for the term of this MOU.

TERMS:

1. **DRP:** The District's Reentry Plan ("DRP") is attached to this MOU (**Attachment "A"**). The Association and District met and conferred on the DRP. The Association had the opportunity and did provide feedback to the District concerning the DRP.
2. **Training:** The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take all measures available to ensure that its facilities have the necessary supplies for preventive

sanitation measures (such as face masks, soap and water, disposable towels or tissues, and hand sanitizer). The Parties recognize that there have been severe shortages throughout California of supplies for hygiene and sanitation recommended by Public Health officials but will make all reasonable efforts to provide appropriate supplies. Unit members are required to adhere to the Guidance Protocols set forth in **Attachment "B."**

3. **Face Masks/Coverings:** Association unit members will be required to wear face masks/coverings when on campus, at a worksite, in classrooms or occupied interior spaces. Association unit members are to ensure the face mask covers the nose and mouth. Upon request, the District will provide face masks, or individual may bring their own. Face masks/coverings must be free of political messages, pictures, graphics or writing that might be deemed inappropriate. The District will make available additional face masks.

4. **Gloves/Sanitizer:** The District will have gloves which are required for certain Association unit member classifications. The District will make gloves available for any Association unit member preferring to wear gloves. The District will also provide soap and/or hand-sanitizer in each classroom and in common areas.

5. **Safety:** Association unit members are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments, pursuant to Article 5, rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk). Unit members may report, in writing, any unsafe condition in the working environment to the immediate supervisor. District Administration will investigate the reported unsafe condition. Upon completion of the investigation, District Administration will respond in writing to the employee and a copy to CSEA. Association unit members may be assigned alternate work when the District must address safety concerns.

6. **Screening:** Association unit members will self-administer an on-site temperature check before starting work. An employee with a temperature of 100.4 F or greater will not be permitted to work. The District will provide a touch-less thermometer at each school site and train employees on the use of the touch-less thermometer.

7. **Daily Symptom Review:** Prior to reporting to work, unit members will administer a daily self-assessment. The self-assessment is set forth in **Attachment "C."** Association unit members experiencing any of the symptoms in the self-assessment, or who have been exposed to someone with a confirmed COVID-19 infection must stay home and notify their supervisor.

8. **Work Schedules:** The Parties have discussed the effects of the return to school structure on Association unit members. The District may temporarily modify some work hours for the term of the MOU to meet the needs of the District. Should the student school days/hours change, the Parties agree to meet and negotiate the effects on current work schedules, if any.

Twelve month employees will continue to work their regular schedule and hours through August 21, 2020. All other unit members will report to work on August 17, 2020.

Food Service Workers will report to the worksite daily and work their normal schedule.

Instructional Aides shall report to the worksite daily for the first week of student instruction. With the approval of the assigned teacher and site administrator, Instructional Aides may work remotely if they have the required remote access and student contact capability to perform all required duties. Otherwise, Instructional Aides will report to the worksite to perform assigned work. Instructional Aides working remotely may be required to report to their worksite as needed.

All other unit members will be assigned an alternating (MWF/TTH) schedule which will consist of weekly work assignments starting August 24, 2020 provided that campuses are maintained and kept clean as determined by the Superintendent or designee. The Superintendent will approve the alternating schedule. Unit members will work their regular work hours on scheduled workdays. Unit members not scheduled to work may be required to report to work for emergency or unforeseen circumstances.

9. **Job Duties:** The District may be required to temporarily add job functions to the normal duties of unit members as the result of COVID-19 and return to school format. Employee training will be provided where required. The Association may request to meet with the District to negotiate the effects of the added duties.

10. **Leaves:** The Parties agree that all current adopted and applicable leave policies including state and federal leave laws will be available to eligible unit members. Emergency FMLA Leave may be taken intermittently in full day increments. The District may send home a unit member who exhibits symptoms consistent with the COVID-19 virus as defined by Public Health (e.g. fever, cough, and difficulty breathing). An employee sent home by the District will use any available paid leaves for the duration of the active symptoms. Unit members shall not return to work until asymptomatic or unless the unit member provides a medical note clearing the unit member to return to work.

Any unit member who is quarantined due to a school site exposure will be permitted to work remotely. If the employee is unable to work remotely due to the nature of his/her job duties, the employee will be in paid status for the duration of the quarantine, but must remain on-call during assigned hours to provide assistance to the District if needed.

11. **Accommodations:** The District will address employee requests for accommodation on a case-by-case basis.

12. **Disputes:** Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the Grievance Procedure (Article 5) of the CBA. However, only the Association can file a grievance concerning this MOU.

13. The Parties understand the COVID-19 pandemic and return to school/work situations are very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with federal and state mandates, delivery of instruction to students and the District's operational needs.

14. The District will notify the Association of any new guidelines it receives from local health authorities if it intends to implement the guidelines and there is a negotiable effect on unit members. The Parties agree to meet and negotiate the effects.

15. The Parties agree that this MOU fully addresses all concerns over the subject matter addressed herein. All other provisions of the CBA not changed by this MOU shall remain in effect for the term of the CBA.

16. This is a non-precedent setting agreement.

17. Upon full execution, this MOU shall remain in effect through December 31, 2020. The MOU is subject to earlier modification or termination with 7 days advance notice by the District should its student attendance schedule or delivery of instruction change rendering the MOU ineffective, in whole or in part. In this event, the Parties will meet to discuss the effects of the new schedule.

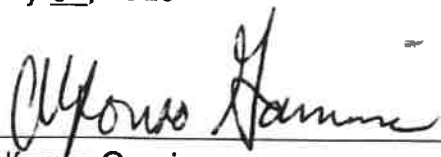
RATIFIED

By affixing their signatures to this MOU, the Parties acknowledge that the matters set forth are fully settled. This MOU shall be binding upon the heirs, successors, devisees, administrators, employees, executors, and assigns of the Parties. The signatures below signify that the signers are authorized representatives of the District or Association as the proper parties to this MOU, that all actions necessary for the Parties to ratify and

accept this MOU as a binding and bilateral agreement have been completed in the manner required by that party or by the law. This MOU is subject to Board approval.

FOR THE DISTRICT:

July 30, 2020



Alfonso Gamino
Superintendent

FOR THE ASSOCIATION:

July 30 2020



Fernando De Los Santos
Chapter President

Phyllis Comstock
CSEA LRR

ATTACHMENT A

(District Reentry Plan)

ATTACHMENT B

(District Reentry Plan Guidance Protocols)

Return to School Worksite Plan Guidance Protocols

Protocols

General Worksite Guidance

Guidelines for daily wellness checks

- Mandated training for all staff prior to August 17, 2020.
- Employees will complete a self-assessment wellness check prior to reporting to work. A checklist will be provided (Daily Symptom Review).
- Any employee who displays signs of illness, shall report this directly to their immediate supervisor.
- Signage will be displayed reminding employees of wellness protocols (Daily Symptom Review).

Guidelines on use of facial masks

- Staff will need to wear a face shield when in common traffic areas (parking structures, hallways, workrooms, restrooms, etc), and working in close proximity of other staff. (closer than the social distancing requirement of 6 feet).
- While at one's desk, and when six feet distance from anyone then the face shield can be taken off.
- Each employee will be provided a face shield by the district.

Guidelines on Restroom Use

- Use will be limited to no more than the number of stalls per restroom.
- Must wear a face shield and/or mask when using the restroom due to close proximity of other staff.

Guidelines on Breaks/Lunch and use of staff lounge

- All breakrooms and lounges will be closed during this transition back.
- Employees are encouraged to eat at their workstations, if they choose.
- No sharing of food or buffet style lunches are allowed.

Hours of operation	<div data-bbox="71 478 103 653">District Office</div> <div data-bbox="107 873 136 1094">7:30 AM- 4:00 PM</div> <div data-bbox="71 478 103 653">School Sites</div> <div data-bbox="107 430 136 674">7:00 AM - 4:00 PM</div> <div data-bbox="175 352 215 1199">*Staff will enter the doors leading to and from the parking structure</div>
Visitor Access	<ul style="list-style-type: none"> • Visitors will only be allowed onsite by appointment (HR, Student Services, Business Office). • Visitors may enter the building from 8:00am-3:30pm, Monday- Friday. • Visitors must check in at the receptionist desk/school office and wear a mask and maintain 6 feet on campus. • Receptionist will call the division/staff member for whom the visitor has a scheduled appointment. • When possible, the staff member will meet the visitor by the office. • Entrance for district office visitors shall be off through the Business Service Office. • Entrance for school visitors shall be through the school office.
	<div data-bbox="711 785 743 947">Protocols</div> <div data-bbox="695 1604 768 1856"> <div data-bbox="695 1625 727 1835">Cleaning and Safety Measures</div> <div data-bbox="776 1604 841 1856">Identify spaces for occupancy</div> <div data-bbox="914 1583 1052 1877">Develop standards and a schedule for regular and deep cleaning and disinfecting needs</div> <div data-bbox="1092 1646 1157 1814">Handwashing Protocols</div> <div data-bbox="1279 1625 1344 1835">Protocols for air filtration systems</div> </div> <div data-bbox="776 92 881 1499"> <ul style="list-style-type: none"> • Administrators will assess classrooms and workstations to determine if adjustments are needed. Facilities and M&O will provide support to workstation adjustment requests. • Determination of workspace will adhere to all CDC social distancing requirements/safety protocols. </div> <div data-bbox="914 611 946 968">M & O Activities/Strategies</div> <div data-bbox="954 233 1190 1499"> <ul style="list-style-type: none"> • Using CDC guidelines, high touch site disinfection rounds will be made daily in high traffic areas • Deep cleaning will be provided every week to two weeks. • Posting CDC handwashing guidance in all restrooms and breakrooms. • Frequent handwashing with soap and water and scrubbing for a minimum of 20 seconds. • If a sink is not in proximity, please utilize the hand sanitizer provided. </div> <div data-bbox="1279 373 1320 1499"> <ul style="list-style-type: none"> • Regular preventative maintenance is completed on all air filtration systems at all sites. </div>

ATTACHMENT C

(Employee Daily Symptom Review)

CUYAMA JOINT SCHOOL DISTRICT EMPLOYEE

Daily Symptom Review

Daily self-assessments can contribute to the overall health and well-being of our work environment. Prior to coming to work each day, please take a moment to consider whether or not you are experiencing any of the following symptoms before reporting to your place of assignment:



Fever/Chills



**Shortness of breath or
difficulty breathing**



**Cough not due to a chronic
or known condition**



Sore throat



Muscle pain



**New loss of
taste or smell**

If you are experiencing any of the above symptoms or have recently been exposed to someone who has or someone who has a confirmed COVID-19 infection or exposure, please stay home, notify your direct supervisor and follow established leave procedures. If you start experiencing any of the above symptoms while you are at work, immediately notify your supervisor.

MEMORANDUM OF UNDERSTANDING

(2020-2021 School Reopening Plan)

This Memorandum of Understanding ("MOU") is entered into by and between the **CUYAMA JOINT UNIFIED SCHOOL DISTRICT** ("District") and the **CUYAMA UNIFIED EDUCATORS/CTA/NEA**, (the "Association"). The District and Association are hereinafter collectively referred to as "the Parties." The Parties have entered into this MOU to reflect the agreements reached regarding the District's School Reopening Plan in light of the coronavirus (COVID-19) pandemic. Upon full execution, this MOU shall remain in effect from August 3, 2020 through June 30, 2021.

The Association enters into this MOU on its own behalf as well as on behalf of certificated employees who are members of the bargaining unit represented by the Association in its role as the Exclusive Representative.

RECITALS

The Parties negotiated a Collective Bargaining Agreement ("CBA") effective July 1, 2018 through June 30, 2021. The effects of the District's Reopening Plan on the subjects of bargaining set forth below are addressed in this MOU. All unchanged provisions of the CBA will remain in effect.

Therefore, the Parties agree as follows:

TERMS:

1. The District's Reopening Plan ("DRP") is attached to this MOU (**Attachment "A"**).
2. The Parties agreed to make the following changes to the adopted teacher work calendar:
 - a. Bargaining unit members will work on August 4, 2020, in a full-day remote training on Distance Learning, and on August 5, 2020, in remote small groups to plan collaboratively.
 - b. August 11 and 12, 2020 which were scheduled to be training/preparation days, shall be released in exchange for August 4 and 5, 2020.
3. Bargaining unit members will be on duty during their contracted work hours.
4. The method and delivery of instruction is set forth in the DRP.
5. **DRP:** Some of the key provisions of the DRP include:

- a. Instruction begins August 17, 2020;
- b. Returning bargaining unit members will return to work on August 4, 2020.
- c. Pursuant to the DRP, student instruction will be provided using the following methods as more fully described in the DRP:

(i) **Full Distance Learning:** Students will receive instruction remotely. Bargaining unit members will utilize the District's Seesaw (K-8), Canvas (9-12) and ZOOM (all grade levels) platforms for instruction.

(ii) **Hybrid Instruction:** Students will receive instruction through a combination of on-site classroom instruction and remote learning. Students will be assigned to an A or B regular schedule and attend on-site classroom instruction two days per week and remote learning three days as set forth more fully in the DRP schedules.

(iii) **On-site Instruction:** Students will return to the regular 5-day on-campus instruction program.

- d. Under options (i) and (ii), bargaining unit members will engage in daily live interaction with students who are not in attendance for the purposes of providing rigorous and grade-appropriate instruction, progress monitoring and maintaining connectedness.
- e. The District will provide the Association with 14 calendar days advance notice of a change in the instructional model.
- f. While in Full Distance Learning or Hybrid Instruction, required meetings (Staff, Grade Level, Professional Learning Communities, etc.) will be held virtually.
- g. Nothing will preclude attendance at small group meetings either in-person or virtually as determined by bargaining unit members. Social distancing and use of face masks/coverings will be required for in-person meetings.

6. **Distance Learning:** The Parties are fully committed to providing a dynamic educational program for students that is easily blended between on campus instruction and Distance Learning. Bargaining unit members will utilize the Seesaw (K-8), Canvas (9-12) and ZOOM (all grade levels) platforms for Distance Learning, assignments and grading. When providing distance learning, academic content, independent work, assignments, projects, synchronous instruction, asynchronous instruction and live interaction will be used.

- a. The District and Association recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this MOU, "distance learning" means instruction in which the student and instructor are in different locations. Methods could include on-line instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication.
- b. Bargaining unit members will not be required to work beyond the requirements of the CBA. To provide students and parents with consistency and to avoid scheduling conflicts, teachers shall create, share and follow a regular weekly and daily schedule of instruction, student support, and office hours within the teacher's normal workday. The office hours shall be used to provide support and clarification via phone calls, email, and/or other virtual platforms. Teachers shall provide advance notification to students, parents, and their principal if a change to the schedule becomes necessary.
- c. Distance Learning shall be aligned with direction from the State Superintendent of Public Instruction (SSPI) and the California Department of Education (CDE). The Parties shall work to provide instruction that is as rigorous as possible under the circumstances.
- d. The District, in collaboration with the Association, agrees to make provisions for certificated staff to enable students to engage in a unique education delivery model - distance learning. This model will provide teachers with an alternative method of delivering instruction that does not require bargaining unit members to physically report to work for distance learning provided the unit member has the necessary connectivity and telephone capability from home (or other appropriate location). Bargaining unit members who did not have the necessary connectivity and/or telephone capability from home will be required to work from the classroom. Bargaining unit members may elect to perform distance learning from their classroom if they notify their supervisor. Given the ability to work from the classroom, bargaining unit members will not be reimbursed for internet, wi-fi, cable, telephone, data, or other communication cost required for work from home.
- e. The District may require a bargaining unit member to work from the classroom where, after notice of work deficiencies, the District determines the teacher requires additional supervision and/or assistance in order to provide meaningful distance learning instruction.

7. **Equipment, Training, and Technical Support:** The District has, and will continue to provide training and support to bargaining unit members on Distance Learning.

- a. The District will provide all needed computer equipment for bargaining unit members to provide distance learning in the classroom. Additionally, bargaining unit members will receive training on the District's distance learning platforms. Bargaining Unit Members will not be held responsible for trainings held outside of their contractual time except as agreed in this MOU. Bargaining unit members will be issued a laptop computer for classroom or home instruction. Staff will not be liable for normal wear and tear to District issued equipment. If a bargaining unit member chooses to provide printed materials to students, he/she will be responsible for printing and distributing such materials to students.
- b. Bargaining unit members electing to work from home (or other appropriate location) for Full Distance Learning will be required to have access to have telephone communication for contacts with parents and/or the District.
- c. The District will provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.

8. **Communication, Collaboration, Privacy, and Security:**

- a. Bargaining unit members will check their District email daily during the regular work week.
- b. Staff may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning.
- c. On a weekly basis, bargaining unit members will inform parents and students of their availability to provide support and clarification via email and/or other virtual platforms. Bargaining unit members working from home will be required to provide a telephone number for communication with parents, students and the District. Virtual staff meetings, if needed, shall be held in accordance with the current CBA.

9. **Curriculum Content and Scheduling:** This paragraph (a - c) applies to Full Distance Learning and Hybrid Instruction.

- a. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of Distance Learning). Teachers may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities.
- b. Bargaining Unit Members will be expected to provide daily instruction, resources, and support to students through Full Distance Learning as set forth in the Bell Schedules.
- c. The coursework provided to students shall promote continuity of learning while students are not on campus. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher (subject to administrator review) based on the needs of their students.
- d. Notwithstanding 6. a, b and c above, the District retains the ultimate discretion to determine course content, delivery of instruction, instructional minutes, appropriate teaching techniques and academic rigor.

10. **Safety:** The District will train employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take all measures available to ensure that its facilities have the necessary supplies (personal protective equipment) for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer. Any health and/or safety concerns should be reported immediately to the site administrator.

11. **Face Masks/Coverings:** Bargaining unit members will be required to wear face masks/coverings and/or face shields when on campus, at a worksite, in classrooms or occupied interior spaces. Bargaining unit members are to ensure the face mask covers the nose and mouth. Upon request, the District will provide face masks, or individual may bring their own. Face masks/coverings must be free of political messages, pictures, graphics or writing that might be deemed inappropriate. The District will make available additional face masks.

12. **Gloves/Sanitizer:** Certain bargaining unit members are required to wear gloves while on duty. The District will have gloves available for any bargaining unit member preferring to wear gloves. The District will also provide hand-sanitizer in each classroom and in common areas. When bargaining unit members are on site, the

District will ensure that all restrooms, workrooms, and high touch areas are sanitized regularly.

13. **Reporting to Work:** Bargaining unit members are not to report to work if they are ill, or experiencing any of the symptoms set forth in the Daily Symptom Review (**Attachment "B"**). Bargaining unit members should self-administer the Daily Symptom Review prior to reporting to school.

14. **Screening:** Bargaining unit members will be administered a temperature check before starting work. An employee with a temperature of 100.4 F or greater will not be permitted to work. The District will provide a touch-less thermometer and a trained District employee at each school site to administer the touch-less thermometer check.

15. **Symptoms:** Bargaining unit members who exhibit symptoms consistent with symptoms of the COVID-19 virus as defined by Public Health (e.g. fever, cough, and difficulty breathing) will be sent home by the District and will use available leaves for the duration of the active symptoms. Bargaining unit members shall not return to work until asymptomatic or unless the bargaining unit member provides a medical certification for return to work. If a bargaining unit member is diagnosed with COVID-19 the District will follow the Santa Barbara County Public Health Department guidance on notification, potential exposure and clearance to return to work.

16. **Leaves:** The Parties agree that all current adopted leave policies will remain in effect for the duration of the MOU. Families First Coronavirus Response Act ("FFCRA") leave is currently available through December 31, 2020.

17. **Student Supervision:** Each bargaining unit member will assist with the orderly entry and exit of students on campus and/or classrooms consistent with assigned duty schedules.

18. **Classrooms:** Prior to return to on-site instruction, District classrooms/facilities will be cleaned/disinfected pursuant to CDC, state and/or county recommendations. The District will continue to clean/disinfect classrooms/facilities in accordance with recommended CDC, state and/or county recommendations.

19. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with federal or state mandates.

20. The Parties agree that this MOU fully addresses all concerns over the subject matter addressed herein.

21. The MOU is subject to modification or termination with 7 days advance notice by the District should its student attendance schedule change or delivery of instruction

change rendering the MOU ineffective, in whole or in part. In this event, the Parties will meet and bargain the effects.

22. All other provisions of the CBA not changed by this MOU shall remain in effect for the term of the CBA.

23. This is a non-precedent setting agreement.

ACCEPTED

By affixing their signatures to this MOU, the Parties acknowledge that the matters set forth are fully settled. This MOU shall be binding upon the heirs, successors, devisees, administrators, employees, executors, and assigns of the Parties. The signatures below signify that the signers are authorized representatives of the District or Association as the proper parties to this MOU, that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement have been completed in the manner required by that party or by the law. This MOU is subject Board Approval.

FOR THE DISTRICT:

August 5, 2020


Alfonso Gamino
Superintendent

FOR THE ASSOCIATION:

August 5, 2020


Amy Giorgianni
President

CUYAMA UNIFIED SCHOOL DISTRICT 2020-21 45-day Revised Budget - General Fund											
		2020-21 Adopted Budget			2020-21 45-day Revised Budget			Difference			NOTES
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	
A1	LCFF/REV LIMIT SOURCES	2,435,079	0	2,435,079	2,647,896	0	2,647,896	212,817	0	212,817	A
A2	FEDERAL REVENUES	0	143,238	143,238	0	354,354	354,354	0	211,116	211,116	B
A3	OTHER STATE REVENUE	37,483	239,345	276,828	37,483	267,730	305,213	0	28,385	28,385	B,C
A4	OTHER LOCAL	109,103	0	109,103	109,103	0	109,103	0	0	0	
TOTAL REVENUES		2,581,665	382,583	2,964,248	2,794,482	622,084	3,416,566	212,817	239,501	452,318	
B1	CERT SALARY	1,040,474	21,559	1,062,033	1,040,474	21,559	1,062,033	0	0	0	
B2	CLASS SALARY	367,554	123,403	490,958	367,554	128,376	495,930	0	4,973	4,973	C
B3	BENEFITS	545,658	151,063	696,721	545,658	151,063	696,721	0	0	0	
SUBTOTAL SALARIES, WAGES & BENEFITS		1,953,687	296,025	2,249,712	1,953,687	300,998	2,254,685	0	4,973	4,973	
B4	BOOKS & SUPPLIES	91,400	21,341	164,289	91,400	255,153	346,553	0	233,812	233,812	B
B5	SERVICES	337,212	38,508	459,364	337,212	38,508	375,720	0	0	0	
B6	CAPITAL OUTLAY	0	25,250	3,067	0	25,250	25,250	0	0	0	
SUBTOTAL SUPPLIES, SERVICES, CAPITAL OUTLAY		428,612	85,099	626,720	428,612	318,911	747,523	0	233,812	233,812	
B7	OTHER OUTGO (Debt svcs, SBCEO Sp	429,896	0	429,896	429,896	0	429,896	0	0	0	
B8	INDIRECTS	(23,437)	11,070	(12,367)	(23,437)	11,070	(12,367)	0	0	0	
TOTAL EXPENDITURES		2,788,758	392,194	3,293,961	2,788,758	630,979	3,419,736	0	238,785	238,785	
EXCESS (DEFICIENCY)		(207,093)	(9,611)	(329,713)	5,724	(8,895)	(3,170)	212,817	716	213,533	
D1A	TRANSFERS IN	135,220	0	135,220	96,700	0	96,700	(38,520)	0	(38,520)	D
D1B	TRANSFERS OUT - Cafeteria Fund	(80,483)		(80,483)	(80,483)		(80,483)	0	0	0	
	TRANSFERS OUT - Spec Rsrv Fd 17	0		0	0		0	0	0	0	
D2A	TOTAL OTHER SOURCES	54,737	0	54,737	16,217	0	16,217	(38,520)	0	(38,520)	
D3	CONTRIBUTIONS/ENCROACHMENTS										
	ASES	(717)	717	0	0	0	0	717	(717)	0	C
	Title I	(8,894)	8,894	0	(8,894)	8,894	(0)	0	0	0	
SUBTOTAL CONTRIBUTIONS / ENCROACHMENTS		(9,611)	9,611	0	(8,894)	8,894	(0)	717	(717)	0	
TOTAL OTHER FINANCING SOURCES / USES		45,126	9,611	54,737	7,323	8,894	16,217	(37,803)	(717)	(38,520)	
NET INCREASE/DECREASE		(161,966)	(0)	(274,976)	13,047	(1)	13,047	175,014	(0)	175,013	
ESTIMATED BEGINNING FUND BALANCE		161,967	348,690	510,657	161,967	348,690	510,657	0	0	0	
ENDING FUND BALANCE		1	0	1	175,014	348,689	523,703	175,014	348,689	523,703	

CUYAMA UNIFIED SCHOOL DISTRICT												
2020-21 45-day Revised Budget - General Fund												



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Cuyama Joint Unified School District ("District"), and is effective as of the date of the last signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort and may receive an invitation to participate in an annual focus group.

B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a district employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a clear credential in the content area in which the Cooperating Teacher is providing supervision;
- Has a minimum of three years of teaching experience (five years preferred) of content area K-12 teaching experience, with two or more years teaching in the current school, and has demonstrated exemplary teaching practices as determined by the employer and the preparation program;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Has successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Models consistently the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - caring and considerate
 - affirming of diversity and cross-culturally competent
 - a reflective practitioner
 - equitable and fair
 - committed to the belief that all students can learn
 - collaborative
 - technologically proficient
 - professional in leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to: (i) complete a background check acceptable to District, and (ii) have a current Tuberculosis (TB) Risk Assessment and/or examination. Upon request, Teacher Candidates will be required to provide documentation to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.

- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage Cooperating Teachers to participate annually in WGU's Evaluation Form Calibration.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.

- WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.
- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District's students should be agreed directly between the District and Teacher Candidates.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

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

WGU

By: Stacey Ludwig Johnson

Title: VP, Academic Operations

Point of Contact:

Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

For legal notices:

General Counsel

Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107-2533

DISTRICT

By: _____

Title: _____

Date: _____

Point of Contact:

Email:

Phone:

For legal notices:



Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Price Quote for Services
CUYAMA JOINT UNIFIED SCHOOL DISTRICT
NEW CUYAMA CA
Quote Number 141617
Total \$8,000.00
Date 1/22/2020

Payment Schedule			Contract Start	Contract End
			7/1/2020	6/30/2021
Site	Description	Comment	End Date	Qty
	Odysseyware K-12 Comprehensive Concurrent User		06/30/2021	10
	Professional Development Webinar Training		06/30/2021	2
1. CUYAMA VALLEY HIGH SCHOOL				
			Subtotal	\$8,000.00
			Total	\$8,000.00

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

CUYAMA JOINT UNIFIED SCHOOL DISTRICT

Signature: _____
Print Name: _____
Title: _____
Date: _____

Edgenuity Inc. Representative

Patrick Nikolajevic

1-877-725-4257 x1753

patrick.nikolajevic@edgenuity.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.