



BOARD MEETING OF TRUSTEES AGENDA -

In person meeting room 8 / no zoom/ 5:30p.m.

10/14/21

1.0 OPEN SESSION:

1.1 Roll Call

2.0 CONSENT CALENDAR:

2.1 Approval of Board Minutes

2.11 Approval of the Board Minutes from 09-9-21

2.12 Approval of the Board Minutes from 09-16-.21 Special Meeting

3.0 PUBLIC COMMENT:

3.1 Comments are limited to three minutes per speaker and total conversation about any topic shall be limited to 20 minutes per board regulation.

4.0 INFORMATIONAL ITEMS:

4.1 Change of bus route survey results

4.2 Superintendent's Report

4.3 LCRC September Report -Marcelina

4.4 Stakeholders Advisory Report- Sandy

4.5 School Climate Report - Sandy

4.6 CHKS results- Sandy

4.7 PTO report

5.0 ACTION ITEMS:

5.1 Warrants

5.2 Electrical bids for water unit installation.

5.3 Approval of ESSR III plan - Tiara Zahler and Autumn

5.4 Approval of LCAP revise- Autumn and Tiara

5.5 Approval of Advanced Security Systems replacement Power Supply

5.6 Possible approval of headphones

5.7 Possible approval of most recent Interdistrict Transfer Documentation

5.8 Approval of CSEA Agreement

6.0 CLOSED SESSION:

6.1 Personnel update.

6.11 Classified positions resignation

6.2 Negotiations update.

7.0 OPEN SESSION: (Actions made in closed session must be announced)

8.0 ANNOUNCEMENTS: Next Board meeting November 18

9.0 ADJOURNMENT:



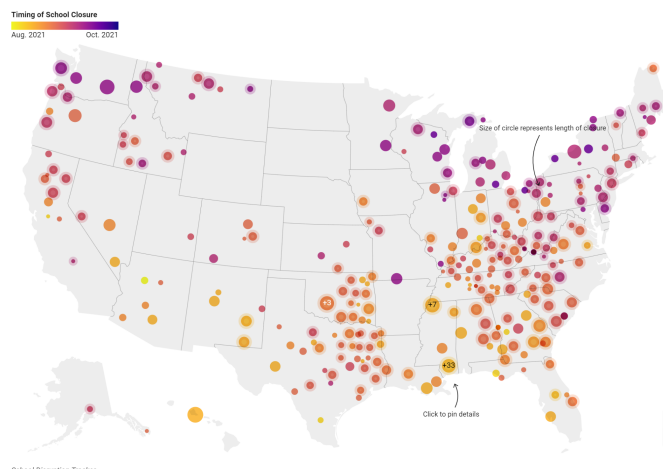


California Becomes First State in Nation to Announce COVID-19 Vaccine Will Be Added to List of Required School Vaccinations

Students will be required to be vaccinated for in person learning starting the term following FDA full approval of the vaccine for their grade span (7-12 and k-6).

Background

- California continues to lead the nation with the lowest COVID case rate, the lowest death rate, and the most vaccinations administered. The latest CDC data indicate that youth in California are being hospitalized at **less than one-fourth** the rate of states like Florida and **less than one-half** the rate of the nation as a whole.¹
- This fall, millions of California students returned to their K-12 school classrooms. Thanks to California's nation-leading measures aimed at keeping campuses safe and open, including universal masking, our state has not faced the same number of outbreaks seen in other parts of the country.
- California's schools have been open for nearly a month longer than most other states, but have experienced school closures at a far lower rate. California educates approximately **12%** of students in the nation, but California schools account for approximately **0.5%** of school closures. And those closures have been localized to regions with lower vaccination rates.²



¹ <https://covid.cdc.gov/covid-data-tracker/#new-hospital-admissions> (as of 9/28/2021)

² <https://cai.burbio.com/school-opening-tracker/> (as of 10/1/2021)

- Educators, public health experts and parents know there is no substitute for in-person instruction, but we also can't pretend the threat of COVID-19 and its variants are completely behind us.
- Schools are stepping up to keep students safe, and to meet their mental health, social-emotional, and academic needs like never before. The vast majority of schools report that **95-100%** of students have opted to return in-person; over **95%** of schools have expanded mental health services; nearly **83%** have expanded academic supports like high-dose tutoring; and over **74%** have expanded after-school programs.³
- We continue to urge everyone who is eligible to get vaccinated against COVID-19. Vaccines continue to be the best tool to end this pandemic once and for all. These vaccines are safe and effective, and the data has unequivocally shown that they prevent severe illness and death as a result of COVID-19 – nearly all of those who are ending up in ICU beds and dying are unvaccinated.

School Vaccine Requirement

- California is taking bold steps to minimize the transmission of COVID-19.
- Governor Gavin Newsom is directing the California Department of Public Health to add the COVID-19 vaccine to other vaccinations required for in-person school attendance—such as measles, mumps, and rubella—pursuant to the Health and Safety Code sections 120325 - 120380.
- This will be accomplished by regulations promulgated pursuant to section 120335(b)(11), which authorizes vaccine requirements for “any other disease deemed appropriate” by CDPH. This is also consistent with the overall intent of the law to achieve “eventual achievement of total immunization” against dangerous childhood diseases. (HSC section 120325(a)).
- COVID-19 vaccine requirements will apply to all “pupil[s] of any private or public elementary or secondary school[s].” (HSC section 120335(b)).
- COVID-19 vaccine requirements will be phased-in by grade span, grades K-6 and 7-12 This will also promote smoother implementation.
- This mandate will be a condition of in-person attendance. (HSC section 120335(f)). A student who is not vaccinated may remain enrolled in independent study, but may not attend in-person instruction.
- Requirements established by regulation, not legislation, must be subject to exemptions “for both medical reasons and personal beliefs.” (HSC section 120338).

³ <https://experience.arcgis.com/experience/bf1878e63e294ff1b5c5d490085077ef> (see also <https://schools.covid19.ca.gov/>)

- The Governor has also directed that adults be held to at least the same standards as students for the COVID-19 vaccine. While currently, California requires all K-12 staff to verify their vaccination status or be tested weekly, all staff will be required to be vaccinated no later than when the requirement takes effect for students.⁴
- The current verify-or-test requirement for staff will be converted to a vaccine mandate no later than when the first phase of the student requirement becomes effective.
- Five districts nationwide -- all in California -- have moved forward with a student mandate (in the following order): Culver City Unified; LA Unified; Oakland Unified; Piedmont Unified; and San Diego Unified. Local public health and school officials are encouraged to move forward with their own vaccine requirements.
- While individual counties and schools may accelerate vaccine requirements, the state requirement will create a statewide standard to ensure all staff and students will be vaccinated.

Timing

- Students will be required to be vaccinated for in person learning starting the term following FDA full approval of the vaccine for their grade span (7-12 and k-6).
- Upon full approval by the Food and Drug Administration (FDA) of a vaccine for age groups within a grade span, CDPH will consider relevant recommendations from the Advisory Committee on Immunization Practices of the United States Department of Health and Human Services, the American Academy of Pediatrics, and the American Academy of Family Physicians prior to implementing a requirement, as required by the Health and Safety Code section 120335(b)(11).
- CDPH will then initiate the rulemaking process, which includes public comment. Regulations promulgated pursuant to that process will also address many of the details of the requirement, including the scope of exemptions, etc.
- The regulations will take effect at the start of the following term, meaning either January 1st or July 1st, whichever comes first. (Education Code 37200). This will also give both parents and schools sufficient time to prepare and implement.
- Based on current projections for full approval for ages 12+, we anticipate the requirement would apply to grades 7-12 starting on July 1, 2022.
- Students who are under the age of full approval, but within the grade span, will be required to be vaccinated once they reach the age of full approval (with a reasonable period of time to receive both doses), consistent with existing procedures for other vaccines.

⁴<https://www.gov.ca.gov/2021/08/11/california-implements-first-in-the-nation-measure-to-encourage-teachers-and-school-staff-to-get-vaccinated/>







ELAC/Spanish speaking committee



First 5 Loleta Playgroup -
Actively serving 37 families with
children under age 5



Food for People, LCRC, Loleta
Community Church, LES, providing
food for our community.



Food for People Summer Lunch
Program feeding our LES children



LES, LCRC & Centro del Pueblo
providing a safe space for our
families through gardening!



**PARTICIPATE IN OUR HARVEST
EVENT 10/15 & 16**

SEPTEMBER 2021 - LCRC REPORT



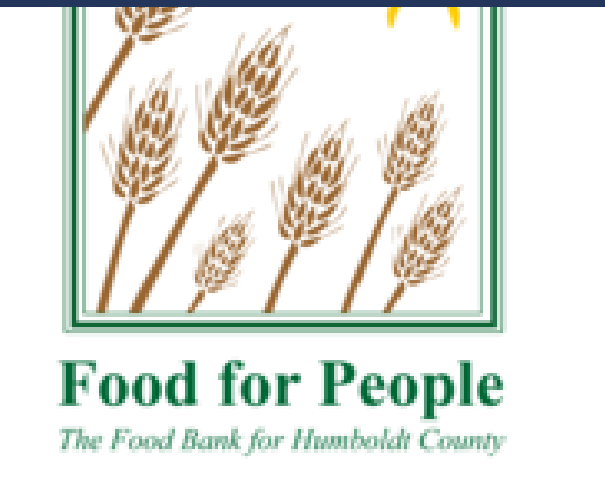
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PARTICIPATE IN OUR HARVEST
EVENT 10/15 & 16

LES Advisory Group Meeting Notes

9/1/2021

Participants: Josefina Cortez (Bear River Rancheria Tribal Chair), Sandy Radic-Oshiro (Loleta Elementary School Behavior Specialist and School Climate Director), Sharrone Blank (HCOE TK-12 Equity Partnership, NAACP of Northern California), Julia Lerma (True North Organizing), Rose Hernandez (True North Organizing and parent of Loleta Elementary School graduates), Autumn Chapman (Superintendent/Principal), Brian Lambert (US DOE Staff Attorney)

Updates:

- Autumn shared concerns from parents about busing of students before and after school. In the afternoon, students at Cannibal Island and Table Bluff are dropped off first. Students at Bear River Rancheria are not able to get home until 4:25. 45% of students ride the bus.
- 1 to 3 student ratio of adults to students during the school day.
- Indian Education Advisory Committee bylaws were shared.
- California Native American Day is scheduled for Wednesday September 29 with five rotations. The class will rotate through the rotations which will include drumming and storytelling, games, dancing, beading, and film on the Eel River.
- Redwood News was at Loleta Elementary School today to interview staff about the garden program.
- October 15 Harvest Festival at 2:00 pm
- October 6 Back to School Night

California Healthy Kids Student, Parent and Staff Survey: Sandy shared results from the California Healthy Kids Student, Parent and Staff Survey with a breakdown and analysis of results. Positives are highlighted in green and areas to improve are highlighted in yellow. The breakdown can be accessed at:

https://docs.google.com/document/d/1bMMnKS0A_P99uKoJa56FxfA3sAbkhzG/edit?usp=sharing&ouid=104949050515869424497&rtpof=true&sd=true

Next meeting is scheduled for Wednesday October 6, 2021 at 4:30 pm via Zoom.

Agenda:

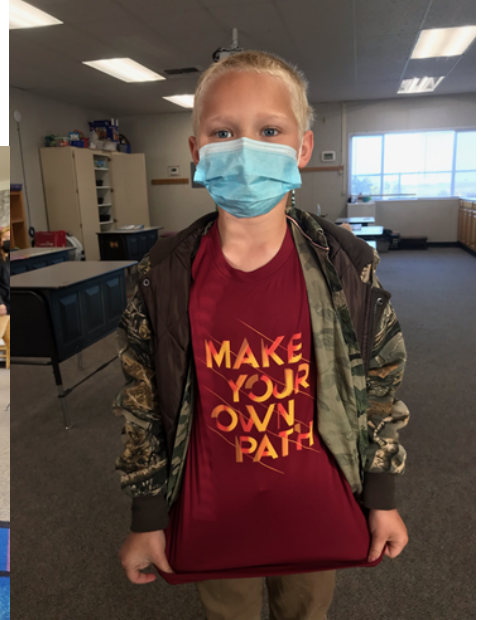
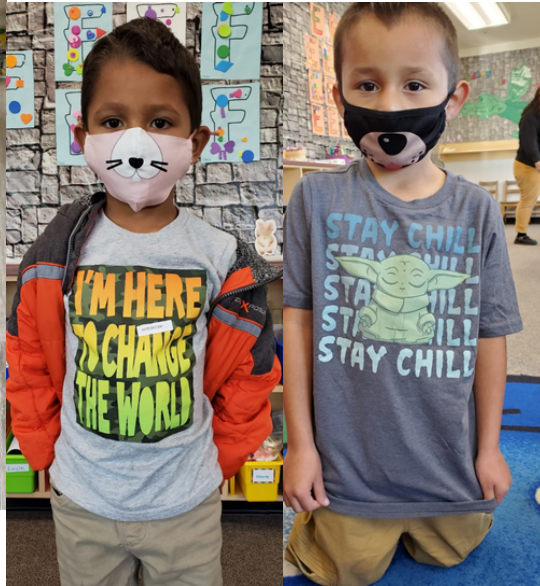
- Updates and announcements
- Questions or concerns from community members
- Continue to review MTSS manual



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Loleta Elementary School School Climate Report October 18, 2021



Positive Behavior Interventions and Supports (PBIS):

School wide PBIS expectations are taught every Monday during the school assembly. Expectations have focused on the bus, cafeteria, bathrooms, cell



Cell Phone Expectations

SAFE

- Keep your cell phone in your backpack or hand to your teacher to keep safe in class basket.

RESPONSIBLE

- You can use your cell phone during free or choice time when your teacher gives you permission.
- Cell phones should not be visible or used during recess.

RESPECTFUL

- Please hand your cell phone to your teacher when asked.

KIND

- Use kind words when using your cell phone at school as this is a privilege.



Cell Phone Warnings

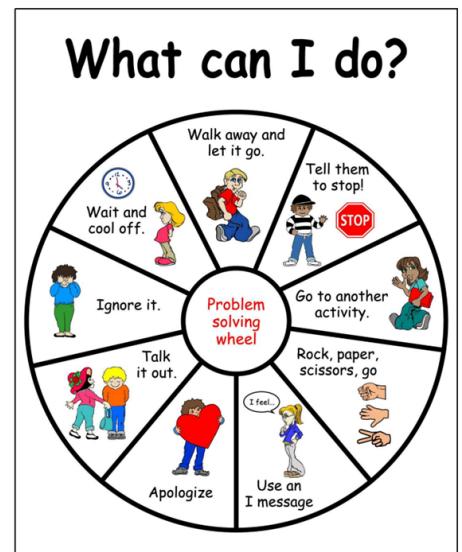
1st warning: Put phone in backpack or back pocket

2nd warning: Put phone in box

3rd warning: Parent contact to keep phone at home the next day

* Should these warnings not change the choices of students a ½ day in school suspension will be considered.

* Warnings should be delivered privately in a neutral manner by an adult and with a non-verbal or written (sticky note) prompt.

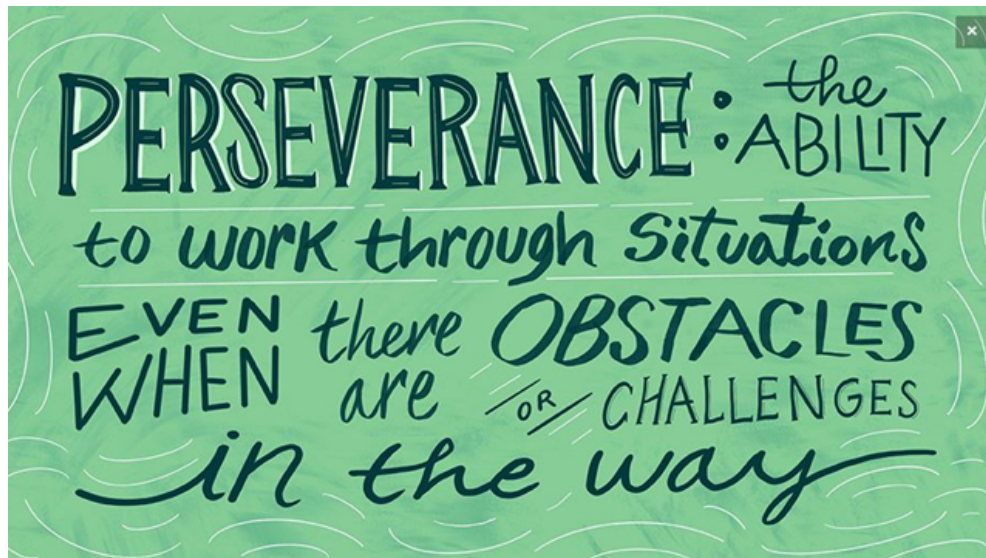


phones, conflict resolution, and when someone feels like they are being bullied. Teaching expectations is a key component of PBIS with positive reinforcement offered in the form of “Cougar Cash”. Students are excited to purchase items in the Cougar Store every week and a monthly raffle. Some teachers are also utilizing classroom based reinforcement strategies in their classrooms.

Socio-Emotional Learning:

This school year, LES is implementing components of the *CharacterStrong* curriculum. Each month, LES teachers will be implementing lessons in the classroom based on the character trait of the month. On Mondays, a school assembly is held by Zoom from K-4th graders and 5th-8th graders where the character trait is taught through videos and a powerpoint discussion.

The theme for the month of September was Courage and for the month of October is Perseverance, Coping Skills, and Growth Mindset.



Assembly Powerpoints for September and October 2021:

- https://docs.google.com/presentation/d/1YmwrHwKHi_-opG8Ag20GYDPT9T-7uT-E/edit?usp=sharing&ouid=104949050515869424497&rtpof=true&sd=true
- https://docs.google.com/presentation/d/1MAtd7_PCD4XNoUXVkrH2cT3rxrtDCJHf/edit?usp=sharing&ouid=104949050515869424497&rtpof=true&sd=true
- https://docs.google.com/presentation/d/1DTQfcMiHT896uBKeeufO_yx4rWjgZ8fa/edit?usp=sharing&ouid=104949050515869424497&rtpof=true&sd=true
- <https://docs.google.com/presentation/d/1xD4KBmCvA32Gg9UAWx4B7bvwn21dYt37/edit?usp=sharing&ouid=104949050515869424497&rtpof=true&sd=true>
- <https://docs.google.com/presentation/d/1tMBabxPDjb2VohrBN7t-pkJFGqg5JZnP/edit?usp=sharing&ouid=104949050515869424497&rtpof=true&sd=true>
- <https://docs.google.com/presentation/d/1dWr5N0MEPBZcFGqgTGp1mYFbZ1h6bDZu/edit?usp=sharing&ouid=104949050515869424497&rtpof=true&sd=true>

Below are the character traits for the 2021-2022 school year.

September: Courage
October: Perseverance
November: Honesty
December: Respect
January: Gratitude
February: Kindness
March: Responsibility
April: Cooperation
May: Creativity
June: Empathy

Advisory Committee Meetings: LES Advisory committee meetings are held twice per month on the first and third Wednesdays of the month from 4:30 to 5:30pm via Zoom. We encourage community members to participate. Meeting dates have been sent to participants for the 2021-2022 school year.

Trainings:

- New teachers and paraprofessionals participated in training on trauma informed practices in the school setting on October 6, 2021.
- The October ELAC meeting involved collaboration between Paso a Paso to discuss how to support English Language Learners and Spanish speaking families with accessing mental health support and information.
- An Alternatives to Suspension training was distributed to student support services staff on how to educate students on the risks of vaping.

Respectfully submitted by,

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**California Healthy Kids Survey
2021-2022
Summary and Interpretation
Conducted in April-May 2021**

Student Survey

- 12 participants from 4th grade.
- 67% of students feel that most or all of the time they feel that adults at school care about them.
- 83% of students feel that most or all of the time teachers have high expectations of students.
- 82% of students feel that most or all of the time are academically motivated.
- 82% of students had not experienced cyberbullying.
- 77% of students feel that most or all of the time that they can do most things if they try (self-efficacy)
- 57% of students feel that that most or all of the time they know where to get help or can manage on their own a problem
- 70% of students feel that most or all of the time they have a friend who understands them or helps them

Parent Survey:

- 10 parents/guardians participated. 20% in first grade, 10% in second, 10% third, and 20% in fifth, sixth, and seventh
- 29% of parents felt satisfied with how learning was structured at school (57% disagreed)
- 14% of parents/guardians agreed or strongly agreed that they were receiving regular feedback about their student's learning (71% disagreed)
- 71% of parent/guardians agreed or strongly agreed that their child knows what schoolwork is expected to be completed each day
- 86% of parents/guardians agreed or strongly agreed that that they have access to support staff (school psychologist, counselor, wellness staff) (0% disagreed)
- 14% of parents/guardians agreed or strongly agreed that students are motivated to complete the schoolwork assigned (58% disagreed or strongly disagreed)
- 100% of parents/guardians agreed or strongly agreed that their child felt hopeful about the future.

Parental Involvement:

- 89% of parents/guardians agreed or strongly agreed that LES promptly responds to phone calls, messages or emails (11% disagreed)
- 77% of parents/guardians agreed or strongly agreed that LES encourages them to be an active partner with the school in educating their child (22% disagreed)

- 55% of parents/guardians agreed or strongly agreed that LES actively seeks the input of parents before making important decisions (44% disagreed)
- 77% of parents/guardians agreed or strongly agreed that they feel welcomed at the school
- 89% of parents/guardians agreed or strongly agreed that they feel staff treat parents with respect.
- 78% of parents/guardians agreed or strongly agreed that staff take parent concerns seriously.
- 67% of parents/guardians strongly agreed or indicated very well that teachers communicate with parents about what students are expected to learn in class.
- 25% of parents/guardians strongly agreed or indicated “very well” that teachers communicate with parents/guardians about what how their child is doing in school between report cards (63% disagreed or strongly disagreed).
- 25% of parents/guardians strongly agreed or indicated very well that teachers communicate with parents/guardians about what why your child is placed in particular groups or classes (63% disagreed or strongly disagreed)

Student Learning Environment:

- 67% of parents/guardians agreed or strongly agreed that LES promotes academic success for all students (22% disagreed)
- 88% of parents/guardians agreed or strongly agreed that LES treats all students with respect (11% disagreed)
- 89% of parents/guardians agreed or strongly agreed that LES provides high quality counseling or other ways to help students with social or emotional needs (0% disagreed)
- 66% of parents/guardians agreed or strongly agreed that LES communicates the importance of respecting different cultural beliefs and practices (22% disagreed)
- 44% of parents/guardians agree or strongly agree that LES provides instructional materials that reflects my child’s culture, ethnicity, and identity (44% disagreed)
- 88% of parents/guardians agree or strongly agree that LES has quality programs for my child’s talents, gifts, or special needs (11% disagreed)
- 55% of parents/guardians agree or strongly agree that LES provides high quality instruction to my child (44% disagree or strongly disagree)
- 55% of parents/guardians agree or strongly agree that LES motivates students to learn (44% disagree or strongly disagree)
- 89% of parents/guardians agree or strongly agree that LES has teachers who go out of their way to help students (11% disagree)
- 77% of parents/guardians agree or strongly agree that LES has adults who really care about students (11% disagree)
- 33% of parents/guardians agree or strongly agree that LES has high expectations for all students (44% disagree)
- 67% of parents/guardians agree or strongly agree that LES encourages students to care about how others feel (22% disagree)
- 88% of parents/guardians agree or strongly agree that LES gives all students opportunities to “make a difference” by helping other people, the school, or the community (13% disagree)
- 63% of parents/guardians agree or strongly agree that LES is a supportive and inviting place for students to learn (38% disagreed)
- 75% of parents/guardians agree or strongly agree that LES enforces school rules equally for my child and all students (25% disagreed)

- 76% of parents/guardians agree or strongly agree that LES is a safe place for my child (13% disagreed)

Facilities:

- 88% of parents/guardians agree or strongly agree that LES has well maintained facilities (13% disagreed)

Staff Survey:

- 22 participants. 31% paraprofessional, 31% classified staff, 12% teachers.

Covid Specific:

- 92% of staff agree or strongly agree that LES has implemented good Covid related safety measures to keep students healthy (8% disagree)
- 96% of staff agree or strongly agree that LES staff have been well-informed about Covid related safety measures and protocols (4% disagreed)
- 92% of staff agree or strongly agree that LES staff has implemented good Covid related safety measures and protocols to keep staff healthy (8% disagree)

Student Learning Environment:

- 96% of staff agree or strongly agree that LES is a supportive and inviting place for students to learn (4% disagree)
- 83% of staff agree or strongly agree that LES promotes academic success for all students (17% disagree)
- 91% of staff agree or strongly agree that LES emphasizes helping students academically when they need it (8% disagree)
- 88% of staff agree or strongly agree that LES motivates students to learn (13% disagree, 4% strongly disagree)
- 95% of staff agree or strongly agree that LES is a safe place for students (5% disagree)
- 8% of reported that students' disruptive behaviors are an insignificant problem, 46% mild problem, 38% moderate problem, 8% severe problem
- 83% of staff agree or strongly agree that LES promotes personnel participation in decision-making that affect school practices and policies (17% disagree)
- 87% of staff agree or strongly agree that LES is a safe place for staff (14% disagree)
- 75% of staff agree or strongly agree that LES have a close professional relationship with one another (17% disagree)
- 75% of staff agree or strongly agree that LES supports and treat each other with respect (25% disagree)
- 96% of staff agree or strongly agree that LES staff feel a responsibility to improve the school (4% disagree)
- 25% of staff reported that students' lack of respect of staff are an insignificant problem, 46% mild problem, 38% moderate problem, 8% severe problem.

Facilities Upkeep:

- 96% of staff agree or strongly agree that LES has clean and well-maintained facilities and property. (5% disagreed)

Caring Relationships:

- 92% of staff agree or strongly agree that adults who work at LES really care about each student (8% disagreed)
 - 92% of staff agree or strongly agree that adults who work at LES acknowledge and pay attention to students (8% disagree)
 - 92% of staff agree or strongly agree that adults who work at LES listen to what students have to say (8% disagree)
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High Expectations:

- 92% of staff agree or strongly agree that adults who work at LES want every student to do their best (8% disagree)
- 92% of staff agree or strongly agree that adults who work at LES believe that every student can be a success (8% disagree)

Meaningful Participation:

- 80% of staff agree or strongly agree that LES encourages opportunities for students to decide things like class activities or rules (20% disagree)
- 92% of staff agree or strongly agree that LES gives all students equal opportunity to participate in classroom discussions or activities (8% disagree)
- 88% of staff agree or strongly agree that LES gives all students equal opportunity to participate in numerous extracurricular and enrichment activities (13% disagree)
- 88% of staff agree or strongly agree that LES encourages gives all students opportunity to make a difference by helping other people, the school, or the community (17% disagree)

Promotion of Parental Involvement:

- 92% of staff agree or strongly agree that LES is welcoming to and facilitates parental involvement (8% disagree)
- 88% of staff agree or strongly agree that LES encourages parent to be active partners in educating their child (13% disagree, 4% strongly disagree)
- 79% of staff agree or strongly agree that teachers communicate with parents about what their children are expected to learn in class (21% disagree)
- 88% of staff agree or strongly agree that parents feel welcome to participate at the school (13% disagree)
- 96% of staff agree or strongly agree that school staff take parents' concerns seriously (4% disagree)

Learning Conditions:

- 87% of staff agree or strongly agree that LES encourages students to feel responsible for how they act (13% disagree)
- 80% of staff agree or strongly agree that LES encourages opportunities for students to decide things like class activities or rules (20% disagree)
- 80% of staff agree or strongly agree that LES encourages students to understand how others think and feel (20% disagree)
- 96% of staff agree or strongly agree that students are taught that they can control their own behavior (4% disagree)
- 99% of staff agree or strongly agree that LES helps students resolve conflicts with one another (0% disagree)

- 96% of staff agree or strongly agree that LES encourages students to care about how others feel (4% disagree)

Student Readiness to Learn:

- 69% of staff agree or strongly agree that students are healthy and physically fit (31% disagree or strongly disagree)
- 42% of staff agree or strongly agree that students start/arrive at school alert and rested. (46% disagree, 13% strongly disagree)
- 54% of staff agree or strongly agree that students are motivated to learn. (46% disagree)
- 80% of staff agree or strongly agree that students are well behaved. (17% disagree or 4% strongly disagree)

Fairness and Rule Clarity Scale:

- 75% of staff agree or strongly agree that the school handles discipline problems fairly (21% disagree, 4% strongly disagree)
- 96% of staff agree or strongly agree that the school rules are fair. (4% disagree)
- 67% of staff agree or strongly agree that the school clearly informs students what will happen if they break the rules. (25% disagree, 4% strongly disagree)
- 92% of staff agree or strongly agree that students know what the rules are. (8% disagree)

Respect for diversity:

- 83% of staff agree or strongly agree that students from this school respect each other's differences. (13% disagree, 4% strongly disagree)
- 87% of staff agree or strongly agree that adults from this school respect differences in students. (13% strongly disagree)
- 88% of staff agree or strongly agree that teachers show that they think it is important for students of different races and cultures at this school to get along with each other. (13% of staff disagree)

Instructional Equity:

- 83% of staff agree or strongly agree that LES emphasizes using instructional materials that reflect the culture or ethnicity of its students. (17% disagree).
- 78% of staff agree or strongly agree that LES has staff examine their own cultural biases through professional development of other process. (21% disagree)
- 83% of staff agree or strongly agree that LES considers closing the racial/ethnic achievement gap a high priority. (17% disagree)
- 79% of staff agree or strongly agree that LES has high expectations for all students, regardless of their race, ethnicity, or nationality.
- 96% of staff agree or strongly agree that LES fosters an appreciation of student diversity and respect for each other (4% disagree)
- 84% of staff agree or strongly agree that LES staff treat all students fairly. (17% disagree)

Cultural Sensitivity:

- 79% of staff agree or strongly agree that LES provides the supports needed for teaching culturally and linguistically diverse students (21% disagree).
- 13% of staff reported that there is a moderate problem in racial/ethnic conflict among student (87% of staff reported an insignificant or mild problem).

Student Peer Relationships:

- 96% of staff agree or strongly agree that students at LES care about each other. (4% disagree)
- 78% of staff agree or strongly agree that students at LES care about one another (4% disagree).
- 78% of staff agree or strongly agree that students at LES treat each other with respect (13% of staff disagree).
- 87% of staff agree or strongly agree that students at LES get along well with one another. (12% disagree).
- 100% of staff agree or strongly agree that students at LES enjoy spending time together during school activities. (0%)

Antibullying Climate:

- 96% of staff agree or strongly agree that teachers at LES make it clear to students that bullying is not tolerated (4% disagree).
- 96% of staff agree or strongly agree that if a student was bullied he or she would tell one of the teachers or staff at school. (4% disagree)
- 96% of staff agree or strongly agree that if a student tells a teacher that someone is bullying her or him, the teacher will something to help. (4% disagree)
- 75% of staff agree or strongly agree that students try to stop bullying when they see it happening. (25% disagree)

Truancy:

- 33% of staff reported that there is a moderate or severe problem with students cutting class or truancy (67% reported an insignificant or mild problem)

Mental Health:

- 62% of staff agree or strongly agree that students are feeling hopeful about the future (38% disagree)
- 37% of staff report that they observe student depression or other mental health issues are an insignificant or mild problem (63% observe a moderate or severe problem)

Bullying and Fighting:

- 29% report that harassment or bullying among students is a moderate or severe problem report (71% of staff report that harassment or bullying among students is an insignificant or mild problem.)
- 27% of staff report that physical fighting between students is a moderate problem (73% of staff report that physical fighting between students is an insignificant or mild problem).
- 0% of staff report that vandalism is a moderate or severe problem (100% of staff report insignificant or mild problem)
- 5% of staff report that theft is a moderate problem (95% of staff reported that theft is a insignificant or mild problem)
- 4% of staff report that gang related activity is a moderate problem (96% of staff report that gang related activity is an insignificant or mild problem)
- 0% of staff report that weapons possession is a moderate or severe problem (91% report an insignificant problem, 9% mild problem)

Substance Use:

- 9% of staff report that student alcohol and drug use is a moderate problem (91% of staff report that student alcohol and drug use is an insignificant or mild problem)
- 9% of staff report that student tobacco use is a moderate problem (92% of staff report that student tobacco use is an insignificant or mild problem)
- 17% of staff report that student vaping is a moderate problem (91% of staff report that student vaping is an insignificant or mild problem)

Discipline and Counseling:

- 84% disagree or strongly disagree that rules at this school are too strict. (16% of staff strongly agree or agree).
- 91% of staff disagree or strongly disagree that it is easy for students to get kicked out of class or get suspended (8% agree or strongly agree).
- 79% of staff disagree or strongly disagree that students get in trouble for breaking small rules (21% of staff agree or strongly agree)
- 75% disagree or strongly disagree that teachers are too strict at LES. (25% of staff agree or strongly agree).
- 100% of staff agree or strongly agree that LES provides adequate counseling.

Professional Development Needs:

- Positive behavioral support and classroom management: 46% Yes, 54% No
- Creating a Positive School Climate: 50% Yes, 50% No
- Addressing Needs of Diverse Populations: 50% Yes, 50% No (Working with diverse racial, ethnic, or cultural groups)
- Providing Support Services 58% Yes, 42% No (Meeting the social, emotional, and developmental needs of youth)

Discipline Practices at School:

- 100% of staff agree or strongly agree that LES punishes first time violations of alcohol or other drug policies by at least an out of school suspension.
- 77% of staff agree or strongly agree that LES enforces zero tolerance policies (22% disagree or strongly disagree)
- 100% of staff agree or strongly disagree that LES has sufficient resources to create a safe campus
- 100% of staff reported that LES provides harassment or bullying prevention
- 100% of staff reported that LES provides conflict resolution or behavior management instruction

We have lost some members but gained some members. Casey and Tiffany are no longer part of PTO. Sarah and Adrienne have joined.

We are not going to do a haunted house for the Harvest Festival. We decided to do shadow portraits and sell leftover shirts. We are interested in ordering more shirts and sweatshirts to sell and will talk about it at our next meeting.

We are also planning Trunk or Treat for the 29th starting at 1:30 and will talk more about it at our next meeting.

Checks Dated 09/16/2021 through 10/08/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000148051	09/16/2021	CRYSTAL SPRINGS CO	01-4310	WATER		24.00
3000148052	09/16/2021	GOLD STAR FOODS	13-4710	CAFETERIA		192.04
3000148053	09/16/2021	IXL LEARNING	01-4312	SITE LICENSE		1,725.00
3000148054	09/16/2021	US BANK	01-4310	AMAZON	6.56	
				ASES	283.34	
				ASES DISNEY+	7.99	
				COVID SUPPLIES	330.61	
				GENERAL SUPPLIES	7.95	
				OFFICE SUPPLIES	179.96	
				SUMMER SCHOOL	18.65	
			01-4377	ACE HARDWARE	10.84	
			01-5950	USPS STAMPS	14.15	
			13-5550	COSTCO-CAFETERIA	420.19	1,280.24
3000148687	09/23/2021	AT&T	01-5909	INTERNET		1,940.92
3000148688	09/23/2021	AT&T LONG DISTANCE	01-5909	INTERNET		261.09
3000148689	09/23/2021	Chapman, Autumn L	01-8699	SUPERINTENDENT STIPEND		3,000.00
3000148690	09/23/2021	GOLD STAR FOODS	13-4710	cafeteria		835.14
3000148691	09/23/2021	Long, Cynthia A	13-4710	CAFETERIA REIMB.		11.98
3000148692	09/23/2021	PRESENCE LEARNING INC.	01-5800	SERVICES/ANNUAL FEE		2,171.95
3000148693	09/23/2021	RECOLOGY	01-5560	GARBAGE & RECYCLING		1,134.78
3000148694	09/23/2021	SAN JUAQUIN COUNTY OFFICE OF E	01-5207	SPED TRAINING		150.00
3000148695	09/23/2021	SPURR	01-5511	NATURAL GAS		167.02
3000148696	09/23/2021	STUDIES WEEKLY	01-4310	SUBSCRIPTION		47.22
3000148697	09/23/2021	UNIVERSITY OF OREGON (PBIS) EDUCATIONAL AND COMMUNITY	01-5886	SWIS ANNUAL LICENSE		350.00
3000148698	09/23/2021	US BANK	01-4310	ASES	609.99	
				MAINTENANCE	701.51	
				OFFICE	183.16	
			13-5623	CAFETERIA	140.07	1,634.73
3000148699	09/23/2021	VERIZON WIRELESS	01-5909	HOTSPOT/WIFI		2,356.84
3000148700	09/23/2021	ZORNES, JEREMY	01-5201	MILEAGE REIMB.		44.28
3000149416	09/30/2021	ADVANCED SECURITY SYSTEMS (C)	01-5804	ALARM SYSTEM		370.50
3000149417	09/30/2021	BCC FUNDING X LLC	01-5623	COPIER LEASE		199.04
3000149418	09/30/2021	Collins, David	01-5861	LIVESCAN		57.00
3000149419	09/30/2021	ECOLAB	13-5623	CAFETERIA		193.93
3000149420	09/30/2021	FOX, KAYLYN A	01-5861	LIVESCAN		25.00
3000149421	09/30/2021	Gustaveson, Mary E	01-4310	K CLASS REIMB		176.33
3000149422	09/30/2021	PG&E	01-5520	ELECTRICITY		2,805.20

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 1 of 2

Checks Dated 09/16/2021 through 10/08/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000149423	09/30/2021	US BANK	01-4310	ASES	494.91	
				GEN/OFFICE/SUPPLIES	1,605.42	
				STUDENT SUPPORT SERVICES	408.09	
			01-5637	MAINTENANCE	160.43	2,668.85
3000150040	10/07/2021	ACE HARDWARE-FORTUNA	01-4374	COVID/MAINT./SUPP		86.00
3000150041	10/07/2021	ASSOC. OF CALIF SCHOOL ADMIN	01-5300	ACSA DUES		850.50
3000150042	10/07/2021	CDE NUTRITION SERVICES	13-4396	USDA COMMODITY		139.65
3000150043	10/07/2021	DAVID L. MOONIE & CO. LLP	01-5822	AUDIT		4,800.00
3000150044	10/07/2021	FERNDALE TECH	01-5800	COVID/COMPUTER REPAIRS		2,266.54
3000150045	10/07/2021	FORBUSCO LUMBER COMPANY	01-4384	SUPPLIES		114.55
3000150046	10/07/2021	HOUGHTON MIFFLIN CO.(C)	01-4310	WORKBOOKS		4,984.21
3000150047	10/07/2021	LOLETA COMMUNITY SERVICES DIST	01-5800	WATER		261.63
3000150048	10/07/2021	Mendes Supply Company	01-2214	SUPPLIES/COVID		611.43
3000150049	10/07/2021	MISSION LINEN SERVICE INC	13-5550	SUPPLIES		583.62
Total Number of Checks					36	38,521.21

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	30	36,004.59
13	CAFETERIA FUND	8	2,516.62
Total Number of Checks		36	38,521.21
Less Unpaid Tax Liability			.00
Net (Check Amount)			38,521.21

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 2 of 2

PO Box 828
Fortuna, CA 95540
707-725-9343

Estimate

Date	Estimate #
7/20/2021	9173

Name / Address
Loleta School

Signature _____

Description	Total
Quote to install three hydration stations two in the main school wings and one in the gym/cafeteria area. Labor and Materials	1,827.52

Total	\$1,827.52
--------------	-------------------

You, the buyer or tenant have the right to require the contractor to furnish you with a performance bond. You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the buyer after the right to rescind has passed, shall be deemed a material breach of this agreement and entitles the contractor to damages. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation.

Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento, California 95826, or call the CSLB at 1-800-321-CLSB (2752) or visit the CSLB Internet Web site at www.cslb.ca.gov.

All work to be completed in a workmanlike manner according to standard practices. Any alteration deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance and acquire permits unless noted otherwise above.

Excludes Permit & Inspection Fees

Thank you for your continued business and support. Please contact us for with any questions you may have.

DIR#1000044709

Quentin Owsley

OWSLEY ELECTRIC CA LIC#1015912



Cooke electric
1707 Dragonfly Drive
McKinleyville, CA 95519

Estimate

DATE	ESTIMATE NO.
9/5/2021	764

NAME / ADDRESS

Loleta Elementary School
700 Loleta Drive
Loleta, Ca. 95551

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Labor-3 hrs at 85.00/hr-(Gymnasium power run for fountain)	3	85.00	255.00
Parts & Materials-(-Mc cable/Connectors/Straps/Box extension/Conduit run/Etc...)		25.00	25.00T
Labor-4 hrs at 85.00/hr-(Hallway power run for fountain)(Interior hallway)	4	85.00	340.00
Parts & Materials-(Wiremold/Box extension/Wire/Fittings/Elbows/Etc...)		75.00	75.00T
Labor-4 hrs at 85.00/hr-(Hallway power run for fountain)(Exterior hallway)	4	85.00	340.00
Parts & Materials-(4 square box or box extension/Conduit run/Wire/Etc...)		75.00	75.00T
Sales Tax		7.75%	13.56
It's been a pleasure working with you!		TOTAL	\$1,123.56

Fwd: hydration stations Inbox x



Cas Austrus

to me ▾

Mon, Oct 4, 9:16 AM



Just got this from **Burgess** Electric.

----- Forwarded message -----

From: **Doug Burgess** <burgessselectric1@gmail.com>

Date: Mon, Oct 4, 2021, 8:55 AM

Subject: hydration stations

To: <caustrus@loleta.org>

Burgess electric will provide three 120 volt receptacles for hydration stations for the estimated price of \$1,500. price includes all labor and parts to complete the job. Thank you for the opportunity to work with you.



ADVANCED SECURITY SYSTEMS

3302 T Street
Eureka CA 95503

Phone (707) 443-6366 • Fax (707) 443-6377 • Toll Free (877) 443-6366

Visit our website at www.advancedsecurity.us

September 27, 2021

Loleta Union Elementary School District
700 Loleta Drive
Loleta, Ca

Thank you for calling on Advanced Security Systems. You are a valued customer and we appreciate the opportunity to serve you.

To replace the bad Power Supply for the Fire Alarm System at Loleta Elementary, as we discussed, I propose the following:

Fire Alarm:

1 - Power Supply

Materials Tax and Installation Total \$ 1,021.93

These prices include complete and professional installation, and a one year parts and labor warranty.

If you have any questions, or if I can be of service, please feel free to call me at (707) 443-6366.

Sincerely,

Blaine Berners
Security Consultant
BB/ar

SERVICE & RESPONSE YOU CAN TRUST
SANTA ROSA • EUREKA • CRESCENT CITY
Cont. Lic. No. 527700 / Alarm Lic. No. AC02883
A Division of Petrusha Enterprises, Inc.

Stereo Headset

AC-4000

FEATURES

- Unidirectional noise-canceling microphone
- Leatherette ear pads
- Flexible mic boom
- Adjustable headband
- Headband and ear cup channel design act as cord wrap management system
- Classroom tested durable design
- Braided TuffCord

TYPE:

Stereo headset and boom mic
Over the head, adjustable headband

FREQUENCY:

Headset: 20-20,000 Hz
Microphone: 100-16,000 Hz

DRIVERS:

32 mm neodymium magnet drivers

MICROPHONE:

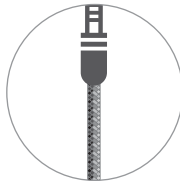
-62 dBV/Microbar
-42 dBV/Pascal

The AC-4000 is a stereo headset built from the ground up for today's most demanding classrooms. With a clever channel design, the headband and ear cups serve as a cable management system for convenient storage of headsets when not in use. It utilizes a single 3.5mm (CTIA compatible) combo plug, compatible with Macs, Chromebooks, most newer PCs, tablets, and more.

Compatible with:

- PCs, Macs, laptops, and Chromebooks
- Tablets, smartphones, iPods, and MP3 players
- Most gaming systems

TuffCord



Individual Item

UPC: 646422 30142 6
DIM: (L) 5.5 in X (W) 2.0 in. X (H) 7.0 in.
Weight: 0.30 lbs.

Master: 20

UPC: 10 646422 30142 3
DIM: (L) 14.25 in X (W) 12.5 in. X (H) 7.75 in.
Cube: 0.83 in.
Weight: 7.35 lbs.



Legend

- | | | |
|-------------------------------------|---------------------------------------|--|
| 1) Single 3.5mm 4 barrel connection | 4) Flexible mic boom | 7) Cord management clip |
| 2) Classroom proven TuffCord | 5) Easy to clean leatherette ear pads | 8) Cord managing wrap design |
| 3) Adjustable headband | 6) Large 32mm dynamic drivers | 9) DNCT4: Direct noise canceling microphone technology |

Cyber Acoustics, LLC.
3109 NE 109th Ave.
Vancouver, WA 98682
360-883-0333 phone
360-883-4888 fax





USB Stereo Headset

AC-4006

FEATURES

- USB connection for use with most any computer system
- Unidirectional noise-canceling microphone
- Leatherette ear pads
- Flexible mic boom
- Adjustable headband
- Classroom tested durable design
- Braided TuffCord

TYPE:

Stereo headset and boom mic
Over the head, adjustable headband

FREQUENCY:

Headset: 20-20,000 Hz
Microphone: 100-16,000 Hz

DRIVERS:

32 mm neodymium magnet drivers

MICROPHONE:

-62 dBV/Microbar
-42 dBV/Pascal

The AC-4006 is a stereo headset built from the ground up for today's most demanding classrooms. It utilizes a USB connector, compatible with any USB equipped device.

Compatible with any USB equipped device:

- PCs, Macs, and Chromebooks
- Microsoft Surface, and USB equipped tablets and laptops

TuffCord



Individual Item

UPC: 646422 30143 3
DIM: (L) 5.9 in X (D) 2.6 in. X (H) 6.9 in.
Weight: .37 lbs.

Master: 20

UPC: 10 646422 30143 0
DIM: (L) 14.2 in X (W) 12.2 in. X (H) 8.3 in.
Cube: 0.83 in.
Weight: 9.9 lbs.



Legend

- | | | |
|------------------------------|---------------------------------------|--|
| 1) USB connection | 4) Flexible mic boom | 7) Cord management clip |
| 2) Classroom proven TuffCord | 5) Easy to clean leatherette ear pads | 8) DNCT4: Direct noise canceling microphone technology |
| 3) Adjustable headband | 6) Large 32mm dynamic drivers | |

Cyber Acoustics, LLC.
3109 NE 109th Ave.
Vancouver, WA 98682
360-883-0333 phone
360-883-4888 fax





Bill to
Loleta Elementary School
Customer No: 84306
700 Loleta Dr.
Loleta CA 95551-0547
USA

Ship to

Quote Details
Created: September 29, 2021
Expiration: October 29, 2021
Created by: Adri Juszczak
adri.juszczak@trafera.com

Estimate No: E000057263

Contract
None

Products & Services

Items and Descriptions	Overview	Notes	Qty	Unit Price	Totals
Anywhere Cart Headphones with microphone	Anywhere Cart Headphones with microphone-USB plug, 1m cord with volume control		125	\$30.00	\$3,750.00
					Subtotal \$3,750.00
					Tax \$290.63
					Total \$4,040.63
					Net Terms N30

Terms and Conditions

This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

Questions? Contact me

Adri Juszczak
adri.juszczak@trafera.com



Trafera
2550 University Ave W, Suite 315 - S
St. Paul MN 55114
United States



Company Address 130-A W. Cochran St.
Simi Valley, CA 93065
US

Created Date 9/30/2021 2:05 PM

Expiration Date 10/30/2021

Quote Number Q-17615

Prepared By Robert Taylor

Account Name Loleta Union Elementary School District

Email robert.taylor@stseducation-us.com

Contact Name Demetrius DiStefano

Fax (888) 801-3381

Phone (707) 845-1016

Email ddistefano@redwoodprep.org

Bill To Name Loleta Union Elementary School District

Ship To Name Loleta Union Elementary School District

Bill To PO BOX 547

Ship To PO BOX 547

LOLETA, CA 95551-0547

Loleta, CA 95551-0547

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
125	Misc Accessory Sold - New	Cyber Acoustics AC-4006 / Headset w/ Microphone - USB	\$19.99	\$2,498.75
1	Fed Express	Federal Express Ground	\$0.00	\$0.00

Total Price \$2,498.75

Tax \$193.65

Grand Total \$2,692.40

All sales are subject to applicable sales tax at the time of shipment.

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stseducation-us.com/resources/customer-support](https://www.stseducation-us.com/resources/customer-support).

<https://www.stseducation-us.com/>



Company Address	130-A W. Cochran St. Simi Valley, CA 93065 US	Created Date	9/30/2021 1:59 PM
		Expiration Date	10/30/2021
		Quote Number	Q-17614
Prepared By	Robert Taylor	Account Name	Loleta Union Elementary School District
Email	robert.taylor@stseducation-us.com	Contact Name	Demetrius DiStefano
Fax	(888) 801-3381	Phone	(707) 845-1016
		Email	ddistefano@redwoodprep.org
Bill To Name	Loleta Union Elementary School District	Ship To Name	Loleta Union Elementary School District
Bill To	PO BOX 547 LOLETA, CA 95551-0547	Ship To	PO BOX 547 Loleta, CA 95551-0547

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
125	Misc Accessory Sold - New	Cyber Acoustics AC-4000 Headset w/ Microphone - 3.5mm	\$12.99	\$1,623.75
1	Fed Express	Federal Express Ground	\$0.00	\$0.00

Total Price	\$1,623.75
Tax	\$125.84
Grand Total	\$1,749.59

All sales are subject to applicable sales tax at the time of shipment.

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stseducation-us.com/resources/customer-support](https://www.stseducation-us.com/resources/customer-support).

<https://www.stseducation-us.com/>

ATTACHMENT B

Inter-District Transfer Request Forms – English and Spanish
For the School Year 2022-2023

ATTACHMENT A: LIST OF PARTIES

Arcata School District
Big Lagoon Union School District
Blue Lake Union School District
Bridgeville School District
Cuddeback Union School District
Cutten School District
Eureka City Schools District
Ferndale Unified School District
Fieldbrook School District
Fortuna Elementary School District
Fortuna Union High School District
Freshwater School District
Garfield School District
Green Point School District
Hydesville School District
Jacoby Creek School District
Klamath Trinity Joint Unified School District
Kneeland School District
Loleta Union School District
Maple Creek School District
Mattole Unified School District
McKinleyville Union School District
Northern Humboldt Union High School District
Orick School District
Pacific Union School District
Peninsula Union School District
Rio Dell School District
Scotia Union School District
South Bay Union School District
Southern Humboldt Unified School District
Trinidad Union School District

INTERDISTRICT ATTENDANCE AGREEMENT

Effective July 1, 2021

This Multi-District Interdistrict Attendance Agreement (“Agreement”) is made and entered into by the school districts of Humboldt County listed in Attachment A to this Agreement, and is made pursuant to California Education Code section 46600. The parties agree to the terms of this Agreement through June 30, 2022. This Agreement affects student enrollment upon district board approval and through the 2022-2023 school year.

I. RECITALS:

- A.** California’s Education Code permits two or more school districts to enter into an agreement for a term not to exceed five (5) years to allow pupils to enroll in a school district that is not their district of residence through a process known as “interdistrict transfer.”
- B.** California Education Code requires school districts to respond to a Parent’s request for an interdistrict transfer, if made in the current year, within thirty (30) calendar days of the request; and allows for Parents to appeal any denial of their request.
- C.** California’s Education Code requires school districts to respond to “future year” requests for interdistrict transfers as soon as possible but no later than 14 calendar days after the commencement of instruction in the year for which the interdistrict transfer is sought.
- D.** Humboldt County has a history of allowing pupils to attend school districts that are not the pupil’s district of residence where the capacity exists at the receiving district.
- E.** This Agreement addresses the interdistrict transfer process for parent requests to transfer a pupil during the current year or to transfer a pupil in the future school year. Parents benefit from knowing if the student will attend their preferred district in the future school year. Districts benefit from knowing accurate student enrollment projections by early February for the upcoming school year, to determine if layoff notices are warranted in advance of the legally mandated March 15 deadline to issue teacher layoff notices. Districts need to analyze projected enrollment and school boards must consider taking action on teacher layoffs, usually at their February board meetings.
- F.** This Agreement establishes deadlines for interdistrict transfers. To the degree that this is a departure from historic processes, the parties recognize that a county-wide information dissemination campaign will be critical to this Agreement’s success.

- G. Each district will maintain board policies and regulations that address acceptance, rejection, revocations and enrollment priorities; and operate in conformance with those policies and regulations. Examples of enrollment priorities may include, but are not limited to, the following: sibling(s) attend, children of staff member, older sibling previously attended the school, and others.
- H. The parties recognize that there are existing interdistrict transfer permits that have been approved for students. This Agreement will not change the terms of any previously approved permits.

II. **TERM OF AGREEMENT:**

This Agreement shall take effect for each party on July 1, 2021 or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2022. The parties understand that as to each party to the Agreement, the Agreement does not take effect unless that party's governing board approves the Agreement. This Agreement supersedes any past interdistrict agreements among the parties to this Agreement that are in conflict with this Agreement. Interdistrict transfer requests for the 2022-2023 school year shall be governed by this Agreement if the request was made within the timeframes a party was bound by this Agreement.

III. **DEFINITIONS:**

Active Military Parent: An "active military duty parent" means a parent with full-time military duty status in the active uniformed service of the United States, including members of the National Guard and the State Military Reserve on active duty orders pursuant to Chapter 1209 (commencing with Section 12301) and Chapter 1211 (commencing with Section 12401) of Part II of Subtitle E of Title 10 of the United States Code.

Capacity: A district's determination of the space and resources it has available for students.

Capacity Determination (for purposes of establishing a wait list): A capacity determination is made by the District of Proposed Enrollment no later than 15 days after the close of the Priority One enrollment window. Approval of an interdistrict transfer requires that the receiving District of Proposed Enrollment have capacity for the student.

Current year request: A request for interdistrict transfer received beginning 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought and anytime thereafter for that school year.

Denial: For purposes of appealing to the county board of education, a "denial" is a written rejection of a request, but also includes a school district's failure to provide written notification of the school district's decision within the timelines prescribed in this Agreement. A "denial" shall not include any of the following:

1. A request that has been deemed abandoned, meaning the Parent has not met required timelines.

2. An existing interdistrict transfer permit that has been revoked or rescinded in accordance with the policy of the governing board of the school district.
3. A denial by the District of Proposed Enrollment when no permit has been first issued by the District of Residence.

District of Proposed Enrollment or “DPE”: A school district other than the school district in which the Parent of a pupil resides, but in which the Parent of the pupil nevertheless intends to enroll the pupil through an interdistrict transfer.

District of Residence or “DOR”: A school district in which the Parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to the compulsory education requirements.

Enrollment Window: The period of time that interdistrict transfer requests for the upcoming year shall be considered by both the District of Residence and the District of Proposed Enrollment.

Future year request: A request for interdistrict transfer received up until 16 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. A request received 15 calendar days before or thereafter is a “current year” request.

Hardship: Extreme difficulty or suffering.

Interdistrict transfer or “IDT”: Interdistrict transfer; the act of a student attending a school district that is not the student’s district of residence.

IDT Permit: The form which authorizes an individual interdistrict transfer, signed by the District of Residence, the District of Proposed Enrollment, and the Parent. The form is attached as Attachment B to this Agreement. Permits are good for one (1) school year. Parents must re-apply for each school year.

IDT Request: The formal process of a Parent seeking written permission from both the District of Residence and the District of Proposed Attendance for the child to attend a school district outside of his or her District of Residence. A District of Residence makes the initial determination as to whether an interdistrict transfer request shall be granted; the District of Proposed Enrollment then reviews the request and determines whether it will grant the request for the transfer to the District of Proposed Enrollment.

New Sibling Requests: Requests for a student to attend a District of Proposed Enrollment when the student’s sibling(s) will be enrolled at the District of Proposed Enrollment in the same year.

Parent: The natural or adoptive parent or guardian, the person having legal custody, or other educational rights holder.

Reasonable Enrollment Activities: Activities that a District of Residence may require a Parent to participate in to demonstrate the District of Residence’s ability to meet the student and/or Parent’s needs. “Reasonable enrollment activities” include a discussion with District of Residence’s school administration or their designees, attending an orientation meeting, a site visit, and/or review of informational literature.

Renewals: A renewal of a previously granted Interdistrict Transfer Permit. Renewals must be sought annually.

School-level transitions: Transitions from one grade span to another, based upon the District of Residence’s transitions, e.g. elementary school to middle school, or middle school to high school.

Victim of an act of bullying: A “victim of an act of bullying” means a pupil that has been determined to have been a victim of bullying by an investigation pursuant to the complaint process described in Education Code Section 234.1. The bullying must have been committed by any pupil in the school district of residence, and the parent of the pupil must have filed a written complaint regarding the bullying with the school, school district personnel, or a local law enforcement agency.

IV. INTERDISTRICT TRANSFER REQUESTS:

Parents are advised that this Agreement establishes deadlines to apply for enrollment in a school district for the upcoming school year.

**A. Preferential Enrollment (“Priority One Open Enrollment Window”):
Requests for an IDT for the Future School Year Received from December
1 through February 1**

1. The DOR will approve an IDT Request submitted by a Parent if it is received at the DOR between December 1st through February 1st at 4:00 p.m. each year if Parents have complied with the process described herein. If February 1st falls on a weekend, the deadline will be the next school day after February 1st. IDT Requests for the future school year may not be submitted prior to December 1.
2. The DOR will have 10 school days after the close of the enrollment window to approve the request and to forward the IDT Request to the DPE. The DOR may deny a Parent request for an IDT if the Parent does not participate in DOR Reasonable Enrollment Activities, absent good cause such as hardships due to medical conflicts, work schedule, child care, transportation, language barriers, etc. All other IDT Requests received within the Priority One Enrollment Window will be approved by the DOR, unless the Parent withdraws their IDT Request.
3. The DPE will have 15 school days after the close of the Priority One

Open Enrollment Window (or 5 school days from receipt of the approved IDT Permit from the DOR, whichever is later) to approve or deny the IDT Request and to notify both the Parent and DOR of the DPE's decision.

4. Renewals and New Sibling Requests will be approved and will follow the same timelines listed within Priority One, above. A DOR may require a Parent to participate in Reasonable Enrollment Activities prior to granting a renewal when the student transfer involves a School Level Transition (defined above). Districts will honor existing approved multiyear IDT permits.

B. Priority Two Enrollment Window – Requests for an IDT for the Future School Year Received After February 1 and for Requests Made In the Current School Year

IDT Requests received from a Parent for the current school year and for the future year received after the February 1 enrollment window will be processed and approved by a DOR under the following circumstances:

1. Parent did not reside in Humboldt County school districts' boundaries prior to Priority One deadline.
2. Parent moved from one district to another district subsequent to the Priority One deadline.
3. Parent has a reasonable argument and a compelling reason, including hardship, such as medical conflicts, work schedule, child care, transportation, language barriers, for why the Priority One deadline was not met, or why the circumstance did not warrant a request for an IDT at the time of the Priority One deadline.
- 3.4. Parent has a reasonable explanation for not being able to participate in DOR Reasonable Enrollment Activity.

The DOR may require the Parent to participate in Reasonable Enrollment Activities as outlined in Subsection IV.A.2. (Priority One). If approved by the DOR, IDT Requests will be forwarded to the DPE for approval or denial.

C. Wait Listed Students for the Upcoming Year

If a DOR granted an IDT Request for the future year, that approval is valid until the commencement of the DPE's new school year. This is to allow time for school districts to determine if there is capacity for the student. Each DPE is limited to accepting the equivalent of two students per grade level from its wait list, or 7% of the school's total enrollment from the waitlist, whichever is greater. The wait list must be established at the time of the DPE's

lottery or capacity determination.

V. STATUTORY PREFERENCES:

A. Victims of Bullying

If a school within the DOR has only one school offering the grade level of the victim of an act of bullying, and therefore there is no option for an intradistrict transfer, the victim of an act of bullying may apply for an interdistrict transfer and the DOR shall not prohibit the transfer if the DPE approves the application for transfer.

A DPE that elects to accept an interdistrict transfer of a student who is the victim of an act of bullying shall accept all pupils who apply to transfer under this statutory preference until the DPE is at maximum capacity. A DPE shall ensure that pupils admitted under this preference are selected through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a pupil should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status.

B. Children of Active Military Service Men and Women

Notwithstanding any other terms of this agreement, a DOR shall not prohibit the transfer of a pupil who is a child of an active military duty parent to a school district of proposed enrollment if the DPE approves the application for transfer.

VI. APPEALS:

Parents have a right to appeal to the Humboldt County Office of Education (“HCOE”) when a school district denies an IDT Request. HCOE shall process these appeals in accordance with California Education Code section 46601, the terms of this Agreement, and HCOE’s Board Policies and Regulations. Parents are entitled to notice of their right to appeal to HCOE. Failure to appeal within the required time is good cause for denial of an appeal.

Appeals must be filed by the Parent within thirty (30) days of a denial of a request. See “definitions” above for the definition of a denial.

Provisional Enrollment in DPE Pending Appeal: The parties agree that no DPE will grant provisional enrollment of a pupil pending an appeal before Humboldt County Office of Education (“HCOE”), except that a DPE may provisionally enroll a student who has been attending a DPE school in the immediate past and who has been historically continuously enrolled. For example, a Parent moves from District A in April to District B, but wants her child to continue attending District A for continuity. A pupil shall be eligible for provisional attendance only upon providing reasonable evidence that a final decision for a request for interdistrict transfer is pending either with the DOR, the DPE, or HCOE. Where provisional

enrollment is granted under these limited circumstances, and for a period not to exceed two school months, the governing board of a DPE may provisionally admit to the schools of the school district a pupil who resides in another school district, pending a decision of the governing boards of the two school districts, or by HCOE upon appeal, regarding the interdistrict attendance. The period of provisional attendance begins on the first day of the pupil's attendance in the school. If a decision by the school districts or HCOE has not been rendered by the conclusion of two school months, and the school districts or HCOE are still operating within the prescribed timelines, the pupil shall not be allowed to continue attendance at the DPE. If the pupil is subject to compulsory full-time education pursuant to Section 48200, he or she shall enroll in the DOR or in another educational program.

Provisional attendance shall not guarantee that a school district or HCOE will approve a request for interdistrict transfer.

VII. REVOCATIONS:

Neither a DOR nor DOA may revoke an IDT for a student after June 30 following the completion of grade 10, or for pupils in grades 11 or 12. Any other IDT Permit may be revoked pursuant to the policies and regulations of either the DOA or DOR, or as set forth on the IDT Permit itself, as permitted by law. If a school district revokes an IDT Permit, it will promptly provide written notice of the revocation to the other district.

VIII. CHANGES IN LAW:

If any law modifies or conflicts with a provision of this Agreement, the new law shall prevail as if written into the Agreement. A change in law, or a finding that one portion of this Agreement is not legally compliant, shall not invalidate the other terms of the Agreement.

IX. COMMUNICATIONS AND PUBLIC AWARENESS

In order to maximize awareness of the inter-district transfer process the Humboldt County Office of Education (HCOE), in partnership with participating districts, will coordinate a public awareness campaign that will include print, radio, and social media advertisements. In addition, school districts, charter schools, early childhood providers, and other relevant public/private agencies will receive copies of media print materials to post on their websites and/or share with families. The public awareness campaign will begin in November of each year and run through the end of the priority one window.

ATTACHMENT A: LIST OF PARTIES

ATTACHMENT B: IDT REQUEST FORM

For Each Party:

_____ School District

Signature of Superintendent and Date:

Board approval:

Date: _____

INTERDISTRICT ATTENDANCE AGREEMENT

Effective July 1, 2021

This Multi-District Interdistrict Attendance Agreement (“Agreement”) is made and entered into by the school districts of Humboldt County listed in Attachment A to this Agreement, and is made pursuant to California Education Code section 46600. The parties agree to the terms of this Agreement through June 30, 2022. This Agreement affects student enrollment upon district board approval and through the 2022-2023 school year.

I. RECITALS:

- A.** California’s Education Code permits two or more school districts to enter into an agreement for a term not to exceed five (5) years to allow pupils to enroll in a school district that is not their district of residence through a process known as “interdistrict transfer.”
- B.** California Education Code requires school districts to respond to a Parent’s request for an interdistrict transfer, if made in the current year, within thirty (30) calendar days of the request; and allows for Parents to appeal any denial of their request.
- C.** California’s Education Code requires school districts to respond to “future year” requests for interdistrict transfers as soon as possible but no later than 14 calendar days after the commencement of instruction in the year for which the interdistrict transfer is sought.
- D.** Humboldt County has a history of allowing pupils to attend school districts that are not the pupil’s district of residence where the capacity exists at the receiving district.
- E.** This Agreement addresses the interdistrict transfer process for parent requests to transfer a pupil during the current year or to transfer a pupil in the future school year. Parents benefit from knowing if the student will attend their preferred district in the future school year. Districts benefit from knowing accurate student enrollment projections by early February for the upcoming school year, to determine if layoff notices are warranted in advance of the legally mandated March 15 deadline to issue teacher layoff notices. Districts need to analyze projected enrollment and school boards must consider taking action on teacher layoffs, usually at their February board meetings.
- F.** This Agreement establishes deadlines for interdistrict transfers. To the degree that this is a departure from historic processes, the parties recognize that a county-wide information dissemination campaign will be critical to this Agreement’s success.

- G. Each district will maintain board policies and regulations that address acceptance, rejection, revocations and enrollment priorities; and operate in conformance with those policies and regulations. Examples of enrollment priorities may include, but are not limited to, the following: sibling(s) attend, children of staff member, older sibling previously attended the school, and others.
- H. The parties recognize that there are existing interdistrict transfer permits that have been approved for students. This Agreement will not change the terms of any previously approved permits.

II. **TERM OF AGREEMENT:**

This Agreement shall take effect for each party on July 1, 2021 or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2022. The parties understand that as to each party to the Agreement, the Agreement does not take effect unless that party's governing board approves the Agreement. This Agreement supersedes any past interdistrict agreements among the parties to this Agreement that are in conflict with this Agreement. Interdistrict transfer requests for the 2022-2023 school year shall be governed by this Agreement if the request was made within the timeframes a party was bound by this Agreement.

III. **DEFINITIONS:**

Active Military Parent: An "active military duty parent" means a parent with full-time military duty status in the active uniformed service of the United States, including members of the National Guard and the State Military Reserve on active duty orders pursuant to Chapter 1209 (commencing with Section 12301) and Chapter 1211 (commencing with Section 12401) of Part II of Subtitle E of Title 10 of the United States Code.

Capacity: A district's determination of the space and resources it has available for students.

Capacity Determination (for purposes of establishing a wait list): A capacity determination is made by the District of Proposed Enrollment no later than 15 days after the close of the Priority One enrollment window. Approval of an interdistrict transfer requires that the receiving District of Proposed Enrollment have capacity for the student.

Current year request: A request for interdistrict transfer received beginning 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought and anytime thereafter for that school year.

Denial: For purposes of appealing to the county board of education, a "denial" is a written rejection of a request, but also includes a school district's failure to provide written notification of the school district's decision within the timelines prescribed in this Agreement. A "denial" shall not include any of the following:

1. A request that has been deemed abandoned, meaning the Parent has not met required timelines.

2. An existing interdistrict transfer permit that has been revoked or rescinded in accordance with the policy of the governing board of the school district.
3. A denial by the District of Proposed Enrollment when no permit has been first issued by the District of Residence.

District of Proposed Enrollment or “DPE”: A school district other than the school district in which the Parent of a pupil resides, but in which the Parent of the pupil nevertheless intends to enroll the pupil through an interdistrict transfer.

District of Residence or “DOR”: A school district in which the Parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to the compulsory education requirements.

Enrollment Window: The period of time that interdistrict transfer requests for the upcoming year shall be considered by both the District of Residence and the District of Proposed Enrollment.

Future year request: A request for interdistrict transfer received up until 16 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. A request received 15 calendar days before or thereafter is a “current year” request.

Hardship: Extreme difficulty or suffering.

Interdistrict transfer or “IDT”: Interdistrict transfer; the act of a student attending a school district that is not the student’s district of residence.

IDT Permit: The form which authorizes an individual interdistrict transfer, signed by the District of Residence, the District of Proposed Enrollment, and the Parent. The form is attached as Attachment B to this Agreement. Permits are good for one (1) school year. Parents must re-apply for each school year.

IDT Request: The formal process of a Parent seeking written permission from both the District of Residence and the District of Proposed Attendance for the child to attend a school district outside of his or her District of Residence. A District of Residence makes the initial determination as to whether an interdistrict transfer request shall be granted; the District of Proposed Enrollment then reviews the request and determines whether it will grant the request for the transfer to the District of Proposed Enrollment.

New Sibling Requests: Requests for a student to attend a District of Proposed Enrollment when the student’s sibling(s) will be enrolled at the District of Proposed Enrollment in the same year.

Parent: The natural or adoptive parent or guardian, the person having legal custody, or other educational rights holder.

Reasonable Enrollment Activities: Activities that a District of Residence may require a Parent to participate in to demonstrate the District of Residence’s ability to meet the student and/or Parent’s needs. “Reasonable enrollment activities” include a discussion with District of Residence’s school administration or their designees, attending an orientation meeting, a site visit, and/or review of informational literature.

Renewals: A renewal of a previously granted Interdistrict Transfer Permit. Renewals must be sought annually.

School-level transitions: Transitions from one grade span to another, based upon the District of Residence’s transitions, e.g. elementary school to middle school, or middle school to high school.

Victim of an act of bullying: A “victim of an act of bullying” means a pupil that has been determined to have been a victim of bullying by an investigation pursuant to the complaint process described in Education Code Section 234.1. The bullying must have been committed by any pupil in the school district of residence, and the parent of the pupil must have filed a written complaint regarding the bullying with the school, school district personnel, or a local law enforcement agency.

IV. INTERDISTRICT TRANSFER REQUESTS:

Parents are advised that this Agreement establishes deadlines to apply for enrollment in a school district for the upcoming school year.

**A. Preferential Enrollment (“Priority One Open Enrollment Window”):
Requests for an IDT for the Future School Year Received from December
1 through February 1**

1. The DOR will approve an IDT Request submitted by a Parent if it is received at the DOR between December 1st through February 1st at 4:00 p.m. each year if Parents have complied with the process described herein. If February 1st falls on a weekend, the deadline will be the next school day after February 1st. IDT Requests for the future school year may not be submitted prior to December 1.
2. The DOR will have 10 school days after the close of the enrollment window to approve the request and to forward the IDT Request to the DPE. The DOR may deny a Parent request for an IDT if the Parent does not participate in DOR Reasonable Enrollment Activities, absent good cause such as hardships due to medical conflicts, work schedule, child care, transportation, language barriers, etc. All other IDT Requests received within the Priority One Enrollment Window will be approved by the DOR, unless the Parent withdraws their IDT Request.
3. The DPE will have 15 school days after the close of the Priority One

Open Enrollment Window (or 5 school days from receipt of the approved IDT Permit from the DOR, whichever is later) to approve or deny the IDT Request and to notify both the Parent and DOR of the DPE's decision.

4. Renewals and New Sibling Requests will be approved and will follow the same timelines listed within Priority One, above. A DOR may require a Parent to participate in Reasonable Enrollment Activities prior to granting a renewal when the student transfer involves a School Level Transition (defined above). Districts will honor existing approved multiyear IDT permits.

B. Priority Two Enrollment Window – Requests for an IDT for the Future School Year Received After February 1 and for Requests Made In the Current School Year

IDT Requests received from a Parent for the current school year and for the future year received after the February 1 enrollment window will be processed and approved by a DOR under the following circumstances:

1. Parent did not reside in Humboldt County school districts' boundaries prior to Priority One deadline.
2. Parent moved from one district to another district subsequent to the Priority One deadline.
- ~~3.~~ Parent has a reasonable argument and a compelling reason, including hardship, such as medical conflicts, work schedule, child care, transportation, language barriers, for why the Priority One deadline was not met, or why the circumstance did not warrant a request for an IDT at the time of the Priority One deadline.
- ~~3.4.~~ Parent has a reasonable explanation for not being able to participate in DOR Reasonable Enrollment Activity.

The DOR may require the Parent to participate in Reasonable Enrollment Activities as outlined in Subsection IV.A.2. (Priority One). If approved by the DOR, IDT Requests will be forwarded to the DPE for approval or denial.

C. Wait Listed Students for the Upcoming Year

If a DOR granted an IDT Request for the future year, that approval is valid until the commencement of the DPE's new school year. This is to allow time for school districts to determine if there is capacity for the student. Each DPE is limited to accepting the equivalent of two students per grade level from its wait list, or 7% of the school's total enrollment from the waitlist, whichever is greater. The wait list must be established at the time of the DPE's

lottery or capacity determination.

V. STATUTORY PREFERENCES:

A. Victims of Bullying

If a school within the DOR has only one school offering the grade level of the victim of an act of bullying, and therefore there is no option for an intradistrict transfer, the victim of an act of bullying may apply for an interdistrict transfer and the DOR shall not prohibit the transfer if the DPE approves the application for transfer.

A DPE that elects to accept an interdistrict transfer of a student who is the victim of an act of bullying shall accept all pupils who apply to transfer under this statutory preference until the DPE is at maximum capacity. A DPE shall ensure that pupils admitted under this preference are selected through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a pupil should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status.

B. Children of Active Military Service Men and Women

Notwithstanding any other terms of this agreement, a DOR shall not prohibit the transfer of a pupil who is a child of an active military duty parent to a school district of proposed enrollment if the DPE approves the application for transfer.

VI. APPEALS:

Parents have a right to appeal to the Humboldt County Office of Education (“HCOE”) when a school district denies an IDT Request. HCOE shall process these appeals in accordance with California Education Code section 46601, the terms of this Agreement, and HCOE’s Board Policies and Regulations. Parents are entitled to notice of their right to appeal to HCOE. Failure to appeal within the required time is good cause for denial of an appeal.

Appeals must be filed by the Parent within thirty (30) days of a denial of a request. See “definitions” above for the definition of a denial.

Provisional Enrollment in DPE Pending Appeal: The parties agree that no DPE will grant provisional enrollment of a pupil pending an appeal before Humboldt County Office of Education (“HCOE”), except that a DPE may provisionally enroll a student who has been attending a DPE school in the immediate past and who has been historically continuously enrolled. For example, a Parent moves from District A in April to District B, but wants her child to continue attending District A for continuity. A pupil shall be eligible for provisional attendance only upon providing reasonable evidence that a final decision for a request for interdistrict transfer is pending either with the DOR, the DPE, or HCOE. Where provisional

enrollment is granted under these limited circumstances, and for a period not to exceed two school months, the governing board of a DPE may provisionally admit to the schools of the school district a pupil who resides in another school district, pending a decision of the governing boards of the two school districts, or by HCOE upon appeal, regarding the interdistrict attendance. The period of provisional attendance begins on the first day of the pupil's attendance in the school. If a decision by the school districts or HCOE has not been rendered by the conclusion of two school months, and the school districts or HCOE are still operating within the prescribed timelines, the pupil shall not be allowed to continue attendance at the DPE. If the pupil is subject to compulsory full-time education pursuant to Section 48200, he or she shall enroll in the DOR or in another educational program.

Provisional attendance shall not guarantee that a school district or HCOE will approve a request for interdistrict transfer.

VII. REVOCATIONS:

Neither a DOR nor DOA may revoke an IDT for a student after June 30 following the completion of grade 10, or for pupils in grades 11 or 12. Any other IDT Permit may be revoked pursuant to the policies and regulations of either the DOA or DOR, or as set forth on the IDT Permit itself, as permitted by law. If a school district revokes an IDT Permit, it will promptly provide written notice of the revocation to the other district.

VIII. CHANGES IN LAW:

If any law modifies or conflicts with a provision of this Agreement, the new law shall prevail as if written into the Agreement. A change in law, or a finding that one portion of this Agreement is not legally compliant, shall not invalidate the other terms of the Agreement.

IX. COMMUNICATIONS AND PUBLIC AWARENESS

In order to maximize awareness of the inter-district transfer process the Humboldt County Office of Education (HCOE), in partnership with participating districts, will coordinate a public awareness campaign that will include print, radio, and social media advertisements. In addition, school districts, charter schools, early childhood providers, and other relevant public/private agencies will receive copies of media print materials to post on their websites and/or share with families. The public awareness campaign will begin in November of each year and run through the end of the priority one window.

ATTACHMENT A: LIST OF PARTIES
ATTACHMENT B: IDT REQUEST FORM

For Each Party:

_____ School District

Signature of Superintendent and Date:

Board approval:

Date: _____

Acuerdo anual de transferencia de asistencia interdistrital para distritos escolares en el Condado de Humboldt para el año escolar 2022-2023

Date Request Received
by DOR
(para uso de las escuelas)

Parte A

Padre / tutor: Complete los pasos correspondientes en las páginas 1 y 2 sombreados en gris y luego envíelos a su distrito de residencia (*DOR*-siglas en inglés). Si se aprueba, se enviará al distrito de inscripción propuesta (*DPE*-siglas en inglés). Solo las solicitudes nuevas enviadas entre el 1 de diciembre y el 1 de febrero cuentan con la aprobación del *DOR*, sujeto a actividades de inscripción razonables. (Consulte la oficina de distrito del *DOR* para conocer las excepciones e información sobre actividades de inscripción razonables). Si ambos distritos lo aprueban y usted acepta los términos y condiciones adicionales requeridos por el (los) distrito (s), puede inscribir a su estudiante en el *DPE*.

Distrito de residencia _____ Distrito de inscripción propuesta _____

Jóvenes de crianza (acogida) <input type="checkbox"/> Sí <input type="checkbox"/> No <input type="checkbox"/> Desconocido	Jóvenes sin hogar/"McKinney-Vento" <input type="checkbox"/> Sí <input type="checkbox"/> No <input type="checkbox"/> Desconocido
En caso afirmativo o desconocido para cualquier de los susodichos hechos, por favor comuníquese con el enlace encargado para casos de jóvenes de crianza o sin hogar del distrito de residencia o con la oficina de servicios de educación para jóvenes y sin hogar de la Oficina de Educación del Condado de Humboldt al 707-445-7187 antes de continuar con la solicitud.	

Completar todas las secciones	PASO 1: Para ser completado por el padre / tutor (en letra de molde)		<input type="checkbox"/> Nueva aplicación <input type="checkbox"/> ¿Hermano(s) en la escuela? Grado(s) de hermanos: _____ Nombre(s) de hermanos: _____	<input type="checkbox"/> Renovación de contrato <input type="checkbox"/> Sin cambio de domicilio <input type="checkbox"/> Cambio de domicilio
	¿Ha solicitado una transferencia a otro distrito para este mismo año escolar? <input type="checkbox"/> Sí <input type="checkbox"/> No Si es sí, favor de hacer una lista de todas:		Grado o curso del estudiante en el año escolar 2022-2023:	
	Nombre del estudiante (apellido, nombre)		Fecha de nacimiento	
	Escuela de asistencia actual o pasada			
	Domicilio del estudiante		Ciudad, código postal	
	Nombre del padre / tutor			
	Teléfono Principal	Teléfono alternativo	Domicilio de correo electrónico	

PASO 2: Completado por el padre / tutor legal solo para las solicitudes nuevas
Razón por la petición: <input type="checkbox"/> Cuidado para niños (guardería) <input type="checkbox"/> Trabajo de los padres <input type="checkbox"/> Otra (explica debajo)
Si la razón es el empleo de los padres o el cuidado de los niños, indique el nombre, la dirección y el número de teléfono del cuidado de los niños o el trabajo a continuación. Cualquier información adicional que desee proporcionar puede incluirse a continuación (use páginas adicionales según sea necesario):
Si la razón es "otra", explique lo más completa y claramente posible. Incluya todos los detalles relevantes.
¿Qué servicios especiales ha recibido el estudiante? (Marque todo lo que corresponda) <input type="checkbox"/> Programa de estudiantes talentosos (GATE) <input type="checkbox"/> Sección 504 <input type="checkbox"/> Educación especial <input type="checkbox"/> Aprendiz del inglés <input type="checkbox"/> Ningún
Si el estudiante está recibiendo servicios de educación especial, ¿cuál es su ubicación actual (adjunte <i>IEP</i>)? <input type="checkbox"/> Clase especial durante el día (SDC) <input type="checkbox"/> Recursos (RSP) <input type="checkbox"/> Habla y lenguaje <input type="checkbox"/> Evaluación pendiente
¿Está el estudiante actualmente pendiente de acción disciplinaria o bajo una orden de expulsión? <input type="checkbox"/> Sí <input type="checkbox"/> No

He leído los términos y condiciones y entiendo las regulaciones y políticas que rigen los permisos de asistencia entre distritos y, por este medio, presento mi solicitud. También entiendo que la aprobación o denegación de esta solicitud y la revocación del permiso están sujetas a los términos de este permiso y las políticas y / o regulaciones de los distritos individuales. Entiendo que esta información puede ser verificada y que la información inexacta o falsa puede hacer que mi solicitud sea rechazada o revocada. Certifico bajo pena de perjurio que la información proporcionada anteriormente es verdadera y correcta a mi leal saber y entender. También entiendo y acepto los términos anteriores.

Firma del Padre / Tutor _____ Fecha _____

Nombre del estudiante _____

Parte B: Términos y condiciones:

Los siguientes términos y condiciones se aplican a este permiso si es aprobado por ambos distritos:

1. Se requerirá que los estudiantes vuelvan a solicitar asistencia interdistrital para cualquier año escolar subsiguiente.
2. Según lo permitido por la ley, el permiso puede ser revocado por cualquiera de los distritos de conformidad con sus políticas y regulaciones y los términos y condiciones aplicables en la parte C y / o D. Los motivos para la revocación del permiso incluyen, entre otros, el fracaso de un alumno para lograr un progreso académico satisfactorio, seguir las reglas de conducta establecidas o mantener la asistencia regular, según lo determine el distrito de la inscripción propuesta.
3. Ningún distrito será responsable del transporte de alumnos a menos que sea requerido por la ley.
4. El Distrito de inscripción propuesta (DPE) será responsable de los servicios de educación especial y los costos relacionados.
5. La aprobación de este permiso no garantiza la elegibilidad atlética.

Parte C: Acción del distrito de residencia (completado por el DOR):

Decisión: ☐ Aprobado ☐ Denegado para el año escolar 2022-2023

Comentario:

Firma autorizada: _____

Título: _____

Distrito: _____

Date of action by DOR
(para uso de las escuelas)

Parte D: Acción del distrito de inscripción propuesta (completado por DPE):

Decisión: ☐ Aprobado ☐ Denegado ☐ Denegado, aún añadido a lista de espera para el año escolar 2022-2023

Comentario:

Firma autorizada: _____

Título: _____

Distrito: _____

Date of action by DPE
(para uso de las escuelas)

Si uno o ambos distritos niegan el permiso, puede comunicarse con la Oficina de Educación del Condado de Humboldt al 445-7171 si desea información sobre el proceso de apelación o visitar el sitio web <https://www.hcoe.org/inter-district/>. **(Se debe presentar una solicitud de apelación de asistencia entre distritos ante la Junta de Educación del Condado de Humboldt dentro de los treinta (30) días calendario posteriores a la notificación de que la solicitud fue denegada).**

El padre / tutor y cada distrito deben recibir y conservar una copia de este formulario.

ANNUAL INTERDISTRICT ATTENDANCE TRANSFER AGREEMENT for SCHOOL DISTRICTS IN HUMBOLDT COUNTY for school year 2022-2023

Date Request Received
by DOR

Part A

Parent/Guardian: Complete applicable steps on page 1 and 2 shaded in gray and then submit it to your **District of Residence (DOR)**. If it is approved, it will be forwarded to the **District of Proposed Enrollment (DPE)**. **Only new requests submitted between December 1st and February 1st are assured of approval by the DOR, subject to reasonable enrollment activities.** (See the DOR district office for exceptions and for information on reasonable enrollment activities). If both districts approve, and you agree to any additional terms and conditions required by the district(s), you may enroll your student in the DPE.

District of Residence _____ District of Proposed Enrollment _____

Foster Youth <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Homeless/McKinney-Vento Youth <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
If Yes or Unknown to either of the above please contact the district of residence Foster/Homeless liaison or the Humboldt County Office of Education Foster & Homeless Youth Education Services office at 707-445-7187 before proceeding with application.	

COMPLETE ALL SECTIONS	STEP 1: To be completed by parent/guardian (PLEASE PRINT)		<input type="checkbox"/> New Application <input type="checkbox"/> Sibling(s) at school? Sibling Grade(s): _____ Sibling Name(s): _____	<input type="checkbox"/> Renewal <input type="checkbox"/> No change in address <input type="checkbox"/> Address change
	Have you applied for a transfer to any other district for this same school year? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, list all:			Student Grade in 2022-2023:
	Student Name (Last, First)			Birth Date
	Current or Last School of Attendance			
	Student Address			City, Zip Code
	Parent / Guardian Name			
	Primary Phone	Other Phone	Email address	

STEP 2: To be completed by parent/guardian for NEW applications only	
Reason for Request: <input type="checkbox"/> Childcare <input type="checkbox"/> Parent Employment <input type="checkbox"/> Other (Explain below)	
If reason is parent employment or childcare, provide name, address, and phone number of childcare or work below. Any additional information you wish to provide may be included below (use additional pages as needed):	
If reason is "Other", please explain as thoroughly and clearly as possible. Include all relevant details.	
What special services has the student received? (Check all that apply) <input type="checkbox"/> Gifted (GATE) <input type="checkbox"/> Section 504 <input type="checkbox"/> Special Education <input type="checkbox"/> English Language Learner <input type="checkbox"/> None	
If the student is receiving Special Education services, what is their current placement (Please attach IEP) <input type="checkbox"/> Special Day (SDC) <input type="checkbox"/> Resource (RSP) <input type="checkbox"/> Speech Services <input type="checkbox"/> Pending Assessment	
Is the student currently pending disciplinary action or under an expulsion order? <input type="checkbox"/> Yes <input type="checkbox"/> No	

I have read the terms and conditions and understand the regulations and policies governing interdistrict attendance permits and hereby submit my application. I also understand that approval or denial of this application and revocation of the Permit is subject to the terms of this Permit and the policies and/or regulations of the individual districts. I understand that this information may be verified and that inaccurate or false information may subject my request to denial or revocation. I certify under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. I also understand and agree to the above terms.

Parent/Guardian Signature _____ Date _____

Student Name _____

PART B: Terms and Conditions:

The following terms and conditions apply to this Permit if it is approved by both districts:

1. Students will be required to re-apply for interdistrict attendance for any subsequent school year.
2. As permitted by law, the Permit may be revoked by either district pursuant to its policies and regulations and any applicable terms and conditions in Part C and/or D. Grounds for revocation of the Permit include, but may not be limited to, the failure of a pupil to attain satisfactory academic progress, follow established rules of conduct, or maintain regular attendance, as determined by the district of proposed enrollment.
3. Neither district will be responsible for pupil transportation unless required by law.
4. The District of Proposed Enrollment (DPE) will be responsible for special education services and related costs.
5. Approval of this Permit does not guarantee athletic eligibility.

PART C: Action of District of Residence (to be completed by DOR):

Decision: ☐ Approved ☐ Denied for the school year 2022-2023

Comments:

Date of action by DOR

Authorizing Signature: _____

Title: _____

District: _____

PART D: Action of District of Proposed Enrollment (to be completed by DPE):

Decision: ☐ Approved ☐ Denied ☐ Denied, but on waitlist for the school year 2022-2023

Comments:

Date of action by DPE

Authorizing Signature: _____

Title: _____

District: _____

If one or both districts deny the permit you may contact the Humboldt County Office of Education at 707-445-7171 if you wish information on the appeal process or go online at <https://www.hcoe.org/inter-district/>. **(An interdistrict attendance appeal request must be filed with the Humboldt County Board of Education within thirty (30) calendar days of notification that the request was denied.)**

The parent/guardian and each district shall be provided with and retain a copy of this form.

COLLECTIVE BARGAINING AGREEMENT

**Between
Loleta Union Elementary District
AND
CSEA and its Loleta Chapter 869**

July 1, 2021 – June 30, 2024

Table of Contents

Table of Contents Index.....	1
1. Preamble	2
2. Recognition	3
3. District Rights	4
4. Association Rights	5
5. Classification.....	7
6. Maintenance and Application of Standards	8
7. Savings Provision	9
8. Position Creation	10
9. Probationary/Permanent Status.....	11
10. Assignment and Reassignment and Reclassification.....	12
11. Evaluations	13
12. Calendar and Hours	14
13. Wages Schedules and Paid Activities.....	16
14. Health and Welfare Benefits	19
15. Leaves	20
16. Vacation	23
17. Complaints	24
18. Disciplinary Action.....	25
19. Layoffs	26
20. Grievance Procedures	27
21. Negotiations	29
22. Non-Discrimination.....	30
23. Duration of Agreement and Signatures	31

Appendix A: Salary Schedules

Appendix B: Performance Evaluation

Appendix C: AR 4261.11 Industrial Accident Leave

Appendix D: AR 4218 Dismissal / Suspension / Disciplinary Action

Appendix E: AR 1312.1 Complaints Regarding Employees

Appendix F: Board Policy 4254, adopted March 11, 2008

ARTICLE 1 PREAMBLE

- 1.1 The articles and provisions contained herein constitute the agreement (“Agreement”) by and between the Governing Board of the Loleta Union Elementary School District (“District”) and the California School Employees Association and its Chapter No. 869, an employee organization ("CSEA"), entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act")

ARTICLE 2 RECOGNITION

- 2.1 The District recognizes CSEA as the exclusive representative for all classified employees of the District.

ARTICLE 3 DISTRICT RIGHTS

- 3.1 The District shall retain the authority to direct, manage, and control the District policies, practices and procedures consistent with the Educational Code, the law and this agreement. These rights shall include, but not be limited to, the right to: hire and assign employees, determine the mission of the District, and determine the methods, means, and number of personnel, alter or amend instructional methods and/or facilities, establish and require conformance to reasonable rules and regulations, discipline employees for cause, contract for goods and services. The District retains right to amend or modify provisions of this agreement to address emergency situations arising from unforeseen events or an act of God; such changes shall remain in effect only for the duration of the emergency. The failure to exercise any right reserved to the District shall not act as a waiver of the District's right. Emergency situations are defined by the Brown Act, Government Code 54956.5(a).

ARTICLE 4 ASSOCIATION RIGHTS

- 4.1 The CSEA chapter designated representatives shall retain the following rights in addition to those enumerated in other portions of this Agreement, and or applicable statute.
- 4.2 CSEA chapter members have the privilege to use, without charge, institutional bulletin boards, mailboxes, the use of the District mail system, email system, school equipment, buildings, and facilities for purposes defined within and relating to this agreement. All use of technology is subject to existing Board policies regarding employee use of technology, e.g. BP 4040 Employee Use of Technology.
- 4.3 A copy of all and any non-confidential Board materials shall be made available to members of the association in the District Office on the same terms as the public subject to the Brown Act. If the Brown Act is repealed or amended, Board materials shall continue to be made available to the Association as if the Brown Act remained in effect. Notice, for the purposes of chapter communication, shall be in writing to the designated representative.
- 4.4 CSEA Chapter 869 shall be under an affirmative obligation to notify the District of any changes in representation within a reasonable time.
- 4.5 The District shall deduct CSEA member dues in accordance with CSEA dues structure. Changes shall be implemented within one month following receipt new membership from the Association (CSEA).
- 4.6 District shall provide all new employees with a new member information packet at the time of hire. Packets shall be provided to the District by the Association.
- 4.7 The District shall provide the CSEA Chapter President a full copy of all board agendas and packets.
- 4.8 The District shall post a current copy of the CSEA Collective Bargaining Agreement and classified job descriptions to the District website within 10 days of both parties signing the completed contract. Bargaining unit members will not receive a hard copy of the Collective Bargaining Agreement unless requested.
- 4.9 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

- 4.10 An employee wishing to withdraw from CSEA membership shall be referred to the CSEA Labor Relations Representative for instruction and processing of that request.

ARTICLE 5 CLASSIFICATION

- 5.1 The Board shall classify all employees and positions not requiring certification qualifications as the classified service, except for those employees and positions specifically exempt from classified service. (Education Code 45103)
- 5.2 Each bargaining unit member shall be credited with a year of service during any year in which they serve no less than 75% of the year according to their job description(s) inclusive of any paid leave.
- 5.3 Individuals hired solely for the following purposes are exempt from the classified service: (Education Code 45103)
 - 5.3.1 Substitute or short-term employees, as defined, who are employed and paid for less than 75 percent of the school year. *Substitute employee* means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees.
 - 5.3.1.1 *Short term employee* means any person who is employed to perform a service for the district, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis. *Seventy-five percent of the school year* means 195 working days, inclusive of holidays, sick leave, vacation and other leaves of absences, irrespective of the number of hours worked per day.
 - 5.3.2 Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment.
 - 5.3.3 Full-time students employed part time.
 - 5.3.4 Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district and which is financed by state or federal funds.

ARTICLE 6 MAINTENANCE AND APPLICATION OF STANDARDS

- 6.1 This agreement will supersede Board policies, regulations, or practices of the District which are inconsistent with its terms.

ARTICLE 7 SAVINGS

- 7.1 If any provision of this Agreement or any application of the Agreement to any bargaining unit member or group of bargaining unit members is held to be contrary to law by a final decision of a court of competent jurisdiction, the such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matter related to such provisions.

ARTICLE 8 POSITION CREATION

- 8.1 Each position shall have a designated title and regular number of assigned hours per day, days per week and months per year. A job description approved by the Board shall be established for each position.
- 8.2 Before employing a short-term classified employee, the Board, at a regularly scheduled meeting, shall specify the service required to be performed by the employee and shall certify the ending date of the service. The Board may shorten or extend the ending date, but the date shall not be extended beyond 75 percent of the school year, as defined.
(Education Code 45103)

ARTICLE 9 PROBATIONARY/PERMANENT STATUS

- 9.1 Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed six months or 130 days of paid service, whichever is longer. Upon satisfactorily completing this period, they shall become permanent classified employees of the district.
- 9.2 Probationary bargaining unit members shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the unit member's ability, performance, and compatibility with the job.
- 9.3 Permanent bargaining unit members promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed six months or 130 days of paid service, whichever is longer, of service in that position.
- 9.4 A permanent bargaining unit member who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which they were promoted. (Education Code 45113)

ARTICLE 10 ASSIGNMENT and REASSIGNMENT, AND RECLASSIFICATION

- 10.1 Classified bargaining unit members shall be assigned by the Superintendent or designee in accordance with this and other District agreements. They shall be required to perform those duties prescribed by the Board for the position the unit member holds, in accordance with applicable job descriptions and this Agreement.
- 10.2 Reassignment: A reassignment is the Employer initiated assignment of a bargaining unit member from one position to another in the same classification.
- 10.3 Reclassification means the upgrading of a position to a higher classification as a result of a substantial change of the duties being performed by the incumbent in such position. A reclassification request may be made by a bargaining unit member or the district. Position classification and reclassification shall be subject to the mutual, written agreement of the District and CSEA.

ARTICLE 11 EVALUATIONS

- 11.1 At least one evaluations shall be performed by the Superintendent or designee for every classified bargaining unit member by March 1st.
- 11.2 Evaluations shall be based on job-specific standards of performance. Evaluations shall be used to describe unit member' on-the-job effectiveness and skills in a fair, objective, and consistent manner. Evaluations shall address the competence and care with which the unit member executes their assigned responsibilities. As appropriate, evaluations also may address the extent to which the unit member works cooperatively with others and observes school or district rules and regulations.
- 11.3 The Superintendent or designee shall ensure that bargaining unit members have access to any rules and procedures related to performance evaluations.
- 11.4 Evaluations shall be used to recognize the skills and accomplishments of bargaining unit members and to identify areas needing improvement. When the evaluation indicates areas needing improvement, unit members are expected to accept responsibility and take initiative to improve their performance. The Superintendent or designee shall assist unit members in obtaining needed job skills. The evaluation shall be dated and signed by both the unit member and the supervisor.
- 11.5 Like any document entered into an employee file during their employment, the bargaining unit member will have an opportunity to provide a written response that will accompany the evaluation.

ARTICLE 12 CALENDAR AND HOURS

- 12.1 The school calendar shall be determined by the District Board in consultation with staff.
- 12.2 Each position shall have a defined number of expected hours per day, days per week, and months per year; teaching support positions are subject to the school calendar. Bargaining unit members who feel that their work schedule or job duties do not accurately reflect those agreed upon should avail themselves of the grievance procedure. All changes to staffing levels must be approved by the Board.
- 12.3 Unit members shall have the right to refuse overtime.
- 12.4 The District agrees to provide the following paid Holidays to all bargaining unit members:
New Year's Day
Martin Luther King's Birthday
Presidents' Holiday and the Tuesday following Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day.

When holidays are shifted from their original date to the appropriate Monday or Friday of a work week, the holiday shall be considered to fall on the appropriate work day. Additionally, two floating holidays shall be appropriated to each employee related to Native American Day (4th Friday in September, ED. Code sec. 37220.7) and Cesar Chavez Day (March 31st, ED Code sec. 37220.7).

- 12.5 Pursuant to Education Code § 45203, every day appointed by the President of the United States, or the Governor of this State, as provided in subdivisions (b) (c) of Education Code § 37720 for a public fast, thanksgiving or holiday, or any day declared a holiday under § 1318 or 37222 for classified employees shall be deemed a holiday. School recesses during the Winter, Spring, and Thanksgiving periods shall not be considered holidays for classified employees who are normally required to work during that period.
- 12.6 When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

- 12.7 Bargaining unit members shall be entitled to the above holidays provided they are in paid status during any portion of the workday immediately preceding the succeeding the holiday.
- 12.8 Bargaining unit members not assigned to duty during the holidays of December 25th and January 1st shall be paid for those holidays provided they were in paid status during any portion of the working days of their normal assignment immediately preceding or succeeding the holiday.
- 12.9 Bargaining unit members requested to work on overnight field trips or other off-site functions requiring overnight absence are assumed to work 8 hours each day, except those days of departure or return that require less than 5 hours.
- 12.10 The length of time for lunch period for all unit members working more than 5 hours in a day shall be 1/2 hour, shall be uninterrupted, and shall be scheduled as near as possible to the midpoint of the work day. In addition, bargaining unit members shall be provided with no less than a 15-minute break during any continuous work period of 3 to 5 hours. This break must be taken during the middle hour(s) of the work period and may not be used to extend the lunch hour, arrive late, or leave work early. Bargaining unit members working 8-hour shifts shall have two 15-minute paid breaks.

ARTICLE 13 WAGE SCHEDULES AND PAID ACTIVITIES

- 13.1 Wages for classified positions shall be paid in accordance with the Salary Schedules shown in Appendix A. Step increases shall occur at the beginning of each fiscal year (July 1) in accordance with the negotiated salary schedule unless otherwise negotiated.
- 13.2 Certain Duties that are not part of regular duties will receive stipends. These positions and the associated stipends are incorporated by reference from the current LTA certificated employee agreement. These duties, when open, are offered to classified employees only after being made available to certificated staff.
- 13.4 Extra time or overtime shall be compensated in pay or compensatory time as determined by the bargaining unit member. Unit members cannot carry over 40 hours of compensatory time at any time. Compensatory time off must be used or paid within a calendar year of the month following the month in which it is earned.
- 13.5 Any bargaining unit member called in to work shall receive a minimum of two hours pay, either when called to work on a non-scheduled day or when called to return to work after completion of a regular work day.
- 13.6 Bargaining unit members requested by the Superintendent to work on a holiday as defined in Calendar and Hours shall be paid at 2 1/2 times their hourly rate for such work.
- 13.7 All hours worked in excess of (40) hours per week or (8) hours per day shall be compensated at the rate of 1 1/2 times the regular rate. (Ed Code 45131).
- 13.8 A unit member having an average work week of 5 consecutive working days and having an average work day of 4 or more hours per day shall be paid at the rate of 1 1/2 times their hourly rate for work requested by the Superintendent on the 6th and/or 7th consecutive days of a work week.
- 13.9 A unit member having an average workday of less than (4) hours during a work week shall, for any work requested to be performed on the seventh consecutive work day following the commencement of their work week, be compensated at a rate of 1 1/2 times the regular rate.
- 13.10 Longevity pay at the 20th year of service shall be the amount equal to the unit member's current salary for one month.
- 13.11 Payroll Errors: Whenever it is determined that an error has been made in the calculation or reporting in any bargaining unit member's payroll or in the payment of any unit member's salary, the district shall, within five (5) workdays following such

determination, provide the unit member with a statement of the correction and a supplemental payment drawn against any available funds. (Education Code § 45167) Payroll adjustments for reasons other than procedural errors shall be made not later than the next regular payday.

13.11.1 Payroll errors that result in an overpayment of a bargaining unit member shall be brought to the attention of the unit member at the earliest opportunity. The District shall meet with the unit member to determine reasonable repayment options.

13.12 Mileage: Any employee in the bargaining unit required to use their vehicle in the performance of their regular assigned duties shall be reimbursed at the current IRS rate for all miles driven in those regularly assigned duties. The bargaining unit member must comply with the District procedures for expense reimbursement. This amount shall be processed in the next pay period following the bargaining unit member submitting a request for reimbursement on the District form.

13.13 Meals: Any employee in the bargaining unit who as a result of work assignments, must have their meals outside of the territory for the district, shall be reimbursed for the meal up to \$15.00 for breakfast, \$20.00 for lunch and \$30.00 for dinner not to exceed \$65.00 per day. In order to receive said reimbursement, the district principal or superintendent must approve the expense in advance of the meal being taken and all receipts and/or unsubstantiated reimbursement form must be provided, and the bargaining unit member must comply with the District procedures for reimbursement of expenses. Approval of travel and assignments for such times and periods that may cause an employee to have their meals outside of the territory of the district is considered approval of meals not to exceed the maximum limitations.

13.14 Lodging: Any employee in the bargaining unit who, as a result of work assignments, must have their lodging outside of the territory of the district, shall be reimbursed for the reasonable, actual cost of the lodging. In order to receive said reimbursement, the district principal/superintendent must approve the expense in advance of the lodging being taken, and the bargaining unit member must comply with the District procedures for reimbursement of expenses.

13.15 Out of Class Pay: A bargaining unit member shall not be required to perform duties not part of their classification except as provided in this section.

13.15.1 No bargaining unit member shall be assigned the duties of a position other than their regularly assigned position for more than sixty (60) working days in any twelve-month period.

- 13.15.2 A bargaining unit member assigned duties of a higher classification shall have their salary adjusted upward to the higher range at a step placement that represents an increase to the hourly wage for the entire period they are required to work out of classification.
- 13.15.3 A bargaining unit member assigned to duties normally performed by employees in a lower classification, the unit member shall continue to earn their regular rate of pay for all time spent in the out of class assignment.

ARTICLE 14 HEALTH AND WELFARE BENEFITS

- 14.1 The District will provide bargaining unit members a medical, dental and vision insurance plan through North Coast Schools' Medical Insurance Group for unit members employed no less than 24 hours per week and their dependents. Unit members who work less than full time will be provided a District contribution equal to the their percentage of employment.
- 14.2 The District's contribution to the health benefits package will be \$12,691.92 beginning the 2018-19 fiscal year. The District shall make an additional contribution of up to \$550.00 per year for the cost of health benefits for eligible unit members prorated on years of service up to ten years of service (e.g., 1 full year of service will have benefit costs improved by \$55.00 to the annual cost of benefits; 3 full years of service will improve the annual cost for benefits by \$165.00; 10 full years of service will improve the annual contribution by \$550.00).
- 14.3 Retiree Benefits- The District will provide medical only benefits for retirees who have worked in the District for over ten years until age sixty-five, providing they meet the eligibility requirements of Board Policy 4254 (attached as Appendix E) which was acted upon by the Board of Trustees on March 11, 2008. Unit members with ten or more years of service hired before January 1, 2008, are assured District paid medical plan coverage eligibility even if the unit member affects their retirement from District service prior to the age of 55 years in agreement with Board Policy 4254. The medical plan for retirees shall be the same plan active bargaining unit members are enrolled in.

ARTICLE 15 LEAVES

- 15.1 No provision of this Article shall diminish any right provided by the Family Medical Leave Act or any other state and federal statutes including, but not limited to, jury duty, military leave, and leave in conjunction with CSEA chapter member duties.
- 15.2 Extended Leaves. For all leaves extending beyond that afforded by accrued sick leave, the Superintendent will prepare and make available to the employee a written statement including plans regarding a balance sheet of the possible use of various leaves, leave rights and the expected compensation for each type of leave available.
- 15.3 **Sick Leave:**
- 15.3.1 Sick leave is defined as absence because of illness or injury, other than illness or injury arising out of and in the course of District employment; and absence because of medical and dental appointments.
- 15.3.2 Every bargaining unit member shall be entitled to twelve (12) days of paid sick leave each year of employment which shall be prorated for other than 12-month unit members.
- 15.3.3 At the beginning of each school year, every unit member shall receive a sick leave allotment credit equal to their sick leave entitlement for the school year. A unit member may use their credited sick leave at any time during the school year. A unit member who does not complete a given year of service shall be charged for any unearned personal illness or injury leave used as of the date of termination.
- 15.4 Qualified Disabled Service Veterans Sick Leave: Qualifying former active duty members of the U.S. Armed Forces and former or current members of the California National Guard or federal reserve component shall be entitled to leave of absence for illness or injury with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for his or her service-connected disability, in accordance with Education Code 45191.5. Further interpretations of this law shall apply. Only unit members hired on or after January 1, 2017 are eligible for leave under this section.
- 15.5 Maternity Leave
- 15.5.1 A bargaining unit member may use accumulated illness/injury and extended illness leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom. The bargaining unit member and their physician shall determine the date on which the leave shall commence. Disability

due to pregnancy, miscarriage, childbirth and recovery therefrom shall be subjected to the same terms and conditions applied to other temporary disabilities.

15.5.2 In order to facilitate school planning, whenever possible, a written request for maternity leave will be made by the Unit Member to the Superintendent at least one month in advance of the requested leave.

15.6 Paid Parental Leave: Absences due to birth of employees child or adoption of child by bargaining unit member or placement of foster child with a bargaining unit member qualify for Paid Parental Leave.

15.6.1 Up to 12 work weeks of paid time off is available to a unit member if they elect to use available sick leave. If available sick leave runs out before the 12 week period, the unit member may be granted extended sick leave (differential). All available sick leave and vacation must be exhausted before differential can be accessed.

15.6.2 A unit member may elect to use only part of their sick leave to remain in paid status during the 12 weeks which would result in the remainder of the 12 weeks as unpaid.

15.6.3 During an approved leave the unit member shall be entitled to continue all medical insurance coverage (health, dental and vision) on the same terms and conditions as if employment had continued in active status.

15.6.4 Unit members on this leave return to their former position and department, subject to reassignment and transfer on the same basis as other unit members.

15.6.5 Leave under California Family rights Act and Family Medical leave run concurrently for a maximum of 12 workweeks in any 12 month period.

15.7 Extended Illness Leave

15.7.1 After all earned sick leave days at full pay have been used and additional absence due to illness or injury is necessary, the bargaining unit member shall receive the difference between their own salary and the amount paid to their substitute for a total of five (5) school months inclusive of the earned sick leave days at full pay.

15.8 Industrial Accident Leave: See Appendix B, AR 4261.11, Industrial Accident Leave

15.9 Bereavement Leave: Every bargaining unit member shall be entitled to five (5) days of paid leave of absence, or seven (7) days if travel out of the state is involved, or travel of

more than 200 miles one way is involved on account of the death of any member of their immediate family. Members of the immediate family include the mother, father, grandmother, grandfather, grandchild, child, stepchild, foster child, foster parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, aunt, uncle, of the unit member or any person living in the immediate household of the unit member. Bereavement leave shall be taken without deduction from other leaves.

15.10 Personal Necessity Leave

- 15.10.1 Up to seven (7) days of accumulated sick leave may be used by an unit member, at their election as specified in Education Code 45207.
- 15.10.2 Leave for religious observance, participation in parent teacher conferences or their child's school activities is considered a personal necessity within this agreement.

15.11 Verification

- 15.11.1 Before any planned or foreseeable absence, the bargaining unit member shall submit a completed and signed district absence form to their immediate supervisor. In the case of any absence due to an unforeseen occurrence, the bargaining unit member shall submit a District absence form before returning to work.
- 15.11.2 The Superintendent or designee may require a bargaining unit member to visit a physician selected by the district and at district expense in order to receive a statement as to the bargaining unit member's need for further leave of absence and a prognosis as to when the bargaining unit member will be able to return to work. If the statement concludes that the bargaining unit member's condition does not warrant continued absence, the Superintendent or designee, after giving notice to the bargaining unit member, may deny further leave.
- 15.11.3 Before returning to work, a bargaining unit member who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from their physician stating that they are able to return and stipulating any recommended restrictions or limitations.

Article 16 VACATION

- 16.1 Every regular classified bargaining unit member shall be entitled to an annual vacation at the regular rate of pay earned at the time the vacation is commenced. Twelve-month, full-time bargaining unit members shall earn one vacation day for each month in which the employee is in paid status for more than one-half of the working days. Full-time, for purposes of vacation calculation, shall mean 8 hours per day. Bargaining unit members who are less than full-time shall earn vacation pro-rated based on their full-time equivalency.
- 16.1.1 Bargaining unit members who work less than twelve-month are not entitled to take vacation time but will be paid for their earned vacation days.
- 16.2 Twelve (12) month bargaining unit members may take their vacation at any time with the prior approval of the Superintendent. Denial shall not be unreasonable. If the bargaining unit member has been denied their full annual vacation, the amount not taken shall be paid out in the bargaining unit member's June pay warrant. When possible, vacation requests should be made at least four weeks before the proposed vacation time, and should take into account, to the greatest extent possible, the academic instructional calendar.
- 16.3 Earned vacations shall not become a vested right until completion of the initial six (6) months of employment.
- 16.4 A bargaining unit member may be granted vacation during the school year even though not earned at the time the vacation is taken.
- 16.5 If a bargaining unit member is terminated and has been granted vacation which is not yet earned at the time of termination of their services, the District shall deduct from the employee's final pay warrant the full amount of salary which was paid for such unearned days of vacation taken.
- 16.6 Upon separation from service, the bargaining unit member shall be entitled to lump sum compensation for all earned and unused vacation, except that bargaining unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- 16.7 When a holiday falls during the scheduled vacation of any bargaining unit member, the holiday shall not be charged against the unit member's vacation.

ARTICLE 17 COMPLAINTS

- 17.1 See Appendix D, AR 1312.1, COMPLAINTS CONCERNING DISTRICT EMPLOYEES
- 17.2 A bargaining unit member complaint regarding interpretation and enforcement of this agreement is a *grievance*.

ARTICLE 18 DISCIPLINARY ACTION

- 18.1 At any time prior to the expiration of the probationary period, the Superintendent or designee may, at their discretion, dismiss a probationary bargaining unit member from district employment. A probationary unit member shall not be entitled to a hearing.
- 18.2 Permanent bargaining unit members shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.
- 18.3 *DISMISSAL/SUSPENSION/DISCIPLINARY ACTION* See Appendix C, *AR 4218*.

ARTICLE 19 LAYOFF PROCEDURES

- 19.1 Bargaining unit members shall be laid off in reverse order of seniority within a classification. A unit member cannot exercise rights of seniority against any other unit member with equal seniority. The bargaining unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. If a tie exists, the District shall cast lots to determine which bargaining unit member is more senior.
- 19.2 The District shall maintain a roster indicating bargaining unit member hire date and seniority of all classifications performed. Time served at a classification does not expire until (39) months following a lay-off, or immediately when a unit member leaves employment or is dismissed for cause. Except as provided above, time served does not transfer between classifications.
- 19.3 Any bargaining unit member, including laid-off unit members with seniority rights, can bump into another position for which they have seniority provided that they can perform the desired position.
- 19.4 Laid-off unit members will be notified in writing of open positions for which they have seniority. Notice will be sent by certified mail to the most recent address provided to the District by the bargaining unit member.
- 19.5 Laid-off bargaining unit members will be notified in writing 60 days in advance of the end of their contract date.

ARTICLE 20 GRIEVANCE PROCEDURES

20.1 DEFINITIONS

20.1.1 A "grievance" is a formal, written allegation by one or more unit members or by CSEA that there has been a violation, misinterpretation, or misapplication of a specific provision of this agreement.

20.1.2 A "day" is any non-Holiday work day.

20.2 Before filing a formal, written grievance, the grievant shall attempt to resolve it by an informal conference with the Principal/Superintendent.

20.3 Grievance Level 1

20.3.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days after the grievant should reasonably have been aware of the grievance, the grievant must present the grievance in writing to the Superintendent/Principal and Board president. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific provisions of the agreement alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

20.3.2 The superintendent shall communicate the decision to the grievant in writing within seven (7) days after receiving the grievance.

20.3 Grievance Level II

20.3.1 In the event the superintendent does not respond within the prescribed time limit or the grievant is not satisfied with the decision at Level 1, the grievant may, within ten (10) days of receiving, or failing to receive, the Level 1 response, refer the decision in writing to the Association with a copy to the superintendent. Within ten (10) days of receipt of this request, the CSEA Chapter may submit the grievance to the Board for decision.

20.3.2 A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified.

20.3.3 The CSEA Chapter submission to the Board may be withdrawn at any time prior to the Board hearing.

20.3.4 The decision of the Board shall be final.

- 20.4 The time limits specified at each level should be considered to be maximums. The time limits may, however, be extended by mutual written agreement.
- 20.5 No Reprisal: No party shall take any reprisals against any other party because of participation in the grievance procedure.
- 20.6 Multiple Grievants: If the same complaint or substantially the same complaint is made by more than one-unit member, only one grievance may be processed through this procedure. This provision may be waived by mutual agreement of all parties concerned.
- 20.7 Resolution: The District shall not agree to the final resolution of the grievance prior to Level II until the proposed solution has been provided to the CSEA Chapter and the CSEA Chapter has been given an opportunity to file a response.
- 20.8 Representation: A grievant may be represented at all stages of the grievance procedure by an Association-designated representative.

ARTICLE 21 NEGOTIATIONS

- 21.1 If either party desires to alter or amend this Agreement, it shall provide written notice to the other party that they desire to reopen negotiations together with a written proposal for the next regular Board meeting.
- 21.2 Following completion of public notice requirements, and not later than (45) days following public presentation of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of discussing changes to the Agreement.
- 21.3 The CSEA chapter shall have the right to designate no more than (3) unit members, who shall be given reasonable paid release time to participate in negotiations.
- 21.4 Reopeners: During May of 2021
 - a) The parties shall reopen on Health and Welfare costs and benefits for the 2022-23 year of the contract term.
 - b) The parties shall reopen on salary step improvements and a general salary improvement to the classified service as a whole.

ARTICLE 22 NON DISCRIMINATION

22.1 Discrimination Prohibited: No employee in the bargaining unit will be illegally favored or illegally discriminated against in wages, hours, or other terms and conditions of employment as set forth in this agreement because of their:

1. Political opinions
2. Political affiliations
3. Race
4. National origin
5. Religion
6. Marital status
7. Age
8. Sex
9. Physical handicap
10. Membership in the union
11. Lawful union activities
12. Color
13. Ancestry
14. Mental handicap
15. Sexual orientation

And shall include other protections in accordance with the law and the District's policy on Nondiscrimination and Harassment in Employment.

ARTICLE 22 DURATION

23.1 This Agreement shall in effective July 1, 2021 through June 30, 2024.


Autumn Chapman, Superintendent

Ana Diaz, Chapter President

Date

Date

John Simmons, Trustee



Holley Luia, CSEA Labor Rep

Date

10/5/2021

Date

Classified Salary Schedule for 2021-22 Appendix A

RANGE	I	II	III	IV	V	VI														
STEP																				
1	15.00	15.45	15.91	16.39	16.88	20.00														
2	15.15	15.60	16.07	16.55	17.05	20.50														
3	15.30	15.76	16.23	16.72	17.22	21.00														
4	15.45	15.92	16.40	16.89	17.39	21.50														
5	15.61	16.08	16.56	17.06	17.57	22.00														
6	15.77	16.24	16.73	17.23	17.74	22.50														
7	15.92	16.40	16.89	17.40	17.92	23.00														
8	16.08	16.56	17.06	17.57	18.10	23.50														
9	16.24	16.73	17.23	17.75	18.28	24.00														
10	16.41	16.90	17.40	17.93	18.46	24.50														
11	16.57	17.07	17.58	18.11	18.65	25.00														
12	16.74	17.24	17.75	18.29	18.84	25.50														
13	16.90	17.41	17.93	18.47	19.02	26.00														
14	17.07	17.58	18.11	18.65	19.21	26.50														
15	17.24	17.76	18.29	18.84	19.41	27.00														
16	17.41	17.94	18.48	19.03	19.60	27.50														
17	17.59	18.12	18.66	19.22	19.80	28.00														
18	17.76	18.30	18.85	19.41	19.99	28.50														
19	17.94	18.48	19.03	19.61	20.19	29.00														
20	18.12	18.67	19.23	19.80	20.40	29.50														
21	18.30	18.85	19.42	20.00	20.60	30.00														
22	18.49	19.04	19.61	20.20	20.81	30.50														
23	18.67	19.23	19.81	20.40	21.01	31.00														
24	18.86	19.42	20.01	20.61	21.22	31.50														
25	19.05	19.62	20.21	20.81	21.44	32.00														
26	19.24	19.81	20.41	21.02	21.65	32.50														
27	19.43	20.01	20.61	21.23	21.87	33.00														
28	19.62	20.21	20.82	21.44	22.09	33.50														
28	19.82	20.41	21.03	21.66	22.31	34.00														
30	20.02	20.62	21.24	21.87	22.53	34.00														

Receptionist, Instructional Aide Level 1
 II Food Assistant, Instructional aide Level 2
 III Bilingual Aide, Special Education Instructional Aide (SCIA), Instructional Aide Level 3
 IV Head Cook, Student Support Coordinator, Student Support Specialist, Office Secretary
 V Bus Driver, Custodian, Assistant Gardener, ASES Director
 VI Director of Maintenance, Business Services Clerk, Office Manager