MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
Special Board of Trustees Meeting
ZOOM MEETING (all via zoom)

AGENDA July 25, 2023 8:00am

Zoom Link: https://zoom.us/j/8587803370?pwd=cEJ1SFlEUGdxUjgrSWI2ZStjU1pYZz09

1.0 Call Public Session to Order
- 1.1 Flag Salute
- 1.2 Roll Call to Establish Quorum

2.0 Public Comment On Closed Session Topics

General public comment on any closed session item will be heard. Pursuant to Board Policy, the Board may limit individual comments to no more than 3 minutes and individual topics to 15 minutes. It is recommended you begin your comments by stating your name.

3.0 Adjourn to Closed Session
- 3.1 Conference With Labor Negotiator (Government Code 54957.6)
  1. Agency Negotiator: Roberto Vaca, Superintendent
  2. Employee Organizations
     a. MSAT
     b. Classified Members

4.0 Convene Regular Session (Estimated start time 8:30 AM)
- 4.1 Introduce Guests
- 4.2 Report Action Taken in Closed Session (If any)

5.0 Opportunity for Members of the Public to Address the Board

At this time, members of the public may comment on any item not appearing on the agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. Please state your name and address for the record.

6.0 Approval of Minutes – June 27, 2023 (A)

7.0 Correspondence - NONE

8.0 Superintendent's/Principal's Report - NONE

9.0 Consent Items / Review / Public Hearing/ Public Input / Board Discussion / **ACTION** (as applicable)
- 9.1 Interdistrict Requests (A)
- 9.2 Student and Parent Handbook for the 2023-2024 School Year (A)
- 9.3 Staff Handbooks for the 2023-2024 School Year (A)
- 9.4 MSJUESD/MSAT MOU (A)
- 9.5 Library Furniture Bids (A)
- 9.6 Budget Revision #007-23 (A)
- 9.7 FUEL - Expanded Learning Opportunities Programs (ELOP) 2023-2024 Agency Renewal and Program Plan Approval (A)
- 9.8 UTK Curriculum Purchase Bid (A)
- 9.9 ERS Library Media Service Contract for 2023-2024

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10.0 Authorization of Vendor Payments dated 6/20/2023 through 7/14/2023 (A)

11.0 Personnel

11.1 Personnel Order(A)

12.0 Adjournment

*Persons who are in need of a disability-related modification or accommodation in order to participate in the board meeting may make a request to the Superintendent at P.O. Box 25, 10643 Avenue 416, Sultana, CA 93666, (559) 591-1634. Such a request should be in writing if possible, or may be made in person or by telephone (e-mail or text message requests will not be allowed). The request for accommodation should specify the nature of the modification or accommodation requested, including any necessary auxiliary aids or services required, and the name, address and telephone number of the person making the request. The request should be made as soon as possible and if possible no later than one day before the meeting.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Regular Meeting **June 27, 2023** **8:00 A.M**

1.0 CALL TO ORDER:

The meeting was called to order by Trustee Simmons at 8:00 A.M.

1.1 Flag Salute — Trustee Simmons led all those in attendance for the Flag Salute.

1.2 Roll Call — Trustees present: Quintana, Belknap, Worthley, Cepeda, and Simmons
Trustees absent: None
Secretary: Roberto Vaca, present

2.0 PUBLIC COMMENT ON CLOSED SESSION TOPICS: None

3.0 EXECUTIVE CLOSED SESSION: Trustee Simmons called the meeting into closed session at 8:01 A.M. and was called back to regular session at 9:57 A.M.

4.0 REGULAR/OPEN SESSION:

4.1 Guests/Staff Present — Benita Cortez, Jaqueline Montejano, Catherine Diaz, Dain Arias, Stephen Miller, Joseph Rico, and Brandon Corcoran.

4.2 Report of Action Taken in Closed Session — Trustee Simmons reported results of Item 3.1: Public Employee Performance Evaluation of The Superintendent/Principal with the Evaluation being Excellent and Mr. Vaca's contract being extended.

5.0 OPPORTUNITY TO ADDRESS THE BOARD: None

6.0 APPROVAL OF MINUTES: Trustee Quintana moved and Trustee Cepeda seconded the motion to approve the minutes of the June 6, 2023 Regular Meeting. PASSED

7.0 CORRESPONDENCE None.

8.0 SUPERINTENDENT'S/ PRINCIPAL'S REPORT: A report was given to the Board by Director of Instructional Technology, Dain Arias, who gave an update on the technology on campus that is being added or replaced, such as the new digital clocks and PA systems, interactive boards in the classrooms, and laptops that have just been delivered for the teachers and front office staff.

Director of Maintenance, Operations, and Transportation, Brandon Corcoran, also addressed the board and gave an update on the renovations of the campus, front office, and on the field throughout the summer and during the school year.

Mr. Vaca also gave a report on the school's status of no longer being in CSI and the use of remaining funds for a one day, grade level collaboration between teachers before school starts for the 2023-2024 school year.

9.0 CONSENT ITEMS:

9.1	Interdistrict Requests	Trustee Belknap moved and Trustee Cepeda seconded the motion to approve interdistrict attendance requests 9.1.1 through 9.1.18, and 9.1.20 through 9.1.24; requests 9.1.19 were approved pending compliance of Interdistrict Contract for the 2023-2024 school year. Abstained: Trustee Worthley.
9.2	Resolution 06-23-04: Spending Determination for Funds Received from (EPA) for 2023-2024	Trustee Quintana moved and Trustee Worthley seconded the motion to approve Resolution 06-23-04 Spending Determination for Funds Received from Education Protection Account (EPA) for 2023-2024 Fiscal Year. PASSED
9.3	Approval of SB 858 – Excess of State Recommended Reserves Disclosure for Proposal of 2023-2024 Budget.	Trustee Belknap moved and Trustee Cepeda seconded the motion to approve Public Hearing on the SB 858 – Excess of State Recommended Reserves Disclosure for Proposal of 2023-2024 Budget, as discussed and presented. PASSED
9.4	Adoption of the Resolution 06-23-03: Inter-Fund Loans for Cash Flow Purposes	Trustee Worthley moved and Trustee Cepeda seconded the motion to adopt Resolution 06-23-03; Authorizing 2023-2024 Inter-fund loans for cash flow purposes. PASSED
9.5	California Dashboard Local Indicators	The District is required to report on the California Dashboard Local Indicators at the same meeting that the Local Control and Accountability Plan is adopted. This was originally for information only; However, Trustee Belknap moved and Trustee Quintana seconded the motion to approve the report as presented. PASSED
9.6	Adoption of the 2023-2024 Local Control and Accountability Plan	Trustee Belknap moved and Trustee Worthley seconded the motion to adopt the 2023-2024 Local Control and Accountability Plan (LCAP). PASSED
9.7	Adoption of the 2023-2024 District Budget	Trustee Worthley moved and Trustee Quintana seconded the motion to approve the 2023-2024 District Budget. PASSED
9.8	Education Consulting Services Agreement - SARB Proceedings	Trustee Cepeda moved and Trustee Belknap seconded the motion to approve the contract for Education Consulting Services for SARB proceedings. PASSED
9.9	Counseling Services Agreement - Juan T. Reyes	Trustee Worthley moved and Trustee Belknap seconded the motion to approve the counseling services contract with Juan T. Reyes Consulting with the modification of Item 6 of the contract to read 197 Days of counseling services. PASSED

9.10	Renaissance Learning Renewal of Services	Trustee Worthley moved and Trustee Quintana seconded the motion to approve the renewal of services with Renaissance Place for the amount of $8,171. PASSED
9.11	School Resource Officer (SRO) Contract Renewal	Trustee Quintana moved and Trustee Worthley seconded the motion to approve the renewal for services with Tulare County Sheriff's Office for a School Resource Officer (SRO) to be on campus twice a week on a rotating schedule. PASSED
9.12	Resolution to Establish Salary for Superintendent	Trustee Cepeda moved and Trustee Belknap seconded the motion to approved the Superintendent's Salary as presented. PASSED

10.0 AUTHORIZATION OF VENDOR PAYMENTS:

Trustee Quintana moved and Trustee Worthley seconded the motion to approve vendor payments for the period of 6/2/2023 - 6/16/2023. PASSED

11.0 PERSONNEL:

11.1 Personnel Order

Trustee Belknap moved and Trustee Cepeda seconded the motion to approve Personnel Order 11.1.1 and 11.1.2: Retirement of Carla Garrett and Resignation of Joshua (Jacob) Huerta from Instructional Assistant. PASSED

12.0 ADJOURNMENT:

Meeting adjourned at 10:47 A.M.

Respectfully Submitted,

Lynn Simmons	President	Roberto Vaca	Secretary
Delbert Quintana	Clerk	Jeff Belknap	Trustee
Robert Cepeda	Trustee	Vicki Worthley	Trustee

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary
July 25, 2023

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **9.1 INTERDISTRICT REQUESTS**

ATTACHMENTS: **INTERDISTRICT REQUESTS**

DISCUSSION:

9.1.1	Carrillo Rubio (1st & 3rd Grades) Renewal from Dinuba
9.1.2	Gonzalez Lilis/Martinez (1st, 3rd, & 6th Grades) Renewal from Dinuba
9.1.3	Talingo Osorio (8th Grade) Renewal from Dinuba
9.1.4	Tshimika (5th & 7th Grades) Renewal from Cutler-Orosi
9.1.5	Reagan (3rd & 4th Grades) New to Kings Canyon

RECOMMENDATION: **The Superintendent recommends that the Board approve the interdistrict requests as presented.**

PROPOSED ACTION: **APPROVE**

INTERDISTRICT ATTENDANCE AGREEMENT REQUESTS
MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
JULY 25, 2023

Agenda Item #	Name	Grade	From	To	Year	Reason	Recommendation
9.1.1	Carrillo Rubio, Tiffany	1st	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
9.1.1	Carrillo Rubio, Jaylah	3rd	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
9.1.2	Gonzalez Lilis, Alina	1st	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
9.1.2	Gonzalez Lilis, Albert	6th	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
9.1.2	Lilis Martinez, Julian	3rd	Visalia Unified	Monson-Sultana	2023-2024	Renewal	Approval
9.1.3	Talingo Osorio, Melisa	8th	Dinuba Unified	Monson-Sultana	2023-2024	Renewal	Approval
9.1.4	Tshimika, Abryanah	5th	Cutler-Orosi	Monson-Sultana	2023-2024	Renewal	Approval
9.1.4	Tshimika, Ashanti	7th	Cutler-Orosi	Monson-Sultana	2023-2024	Renewal	Approval
9.1.4	Tshimika, Matondo	7th	Cutler-Orosi	Monson-Sultana	2023-2024	Renewal	Approval
9.1.5	Reagan, Lucas	3rd	Monson-Sultana	Kings Canyon Unified	2023-2024	Parent Employment	Approval
9.1.5	Reagan, Danielle	4th	Monson-Sultana	Kings Canyon Unified	2023-2024	Parent Employment	Approval

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary
July 25, 2023

AGENDA SECTION: CONSENT

AGENDA ITEM: 9.2 STUDENT & PARENT HANDBOOK 2023-2024

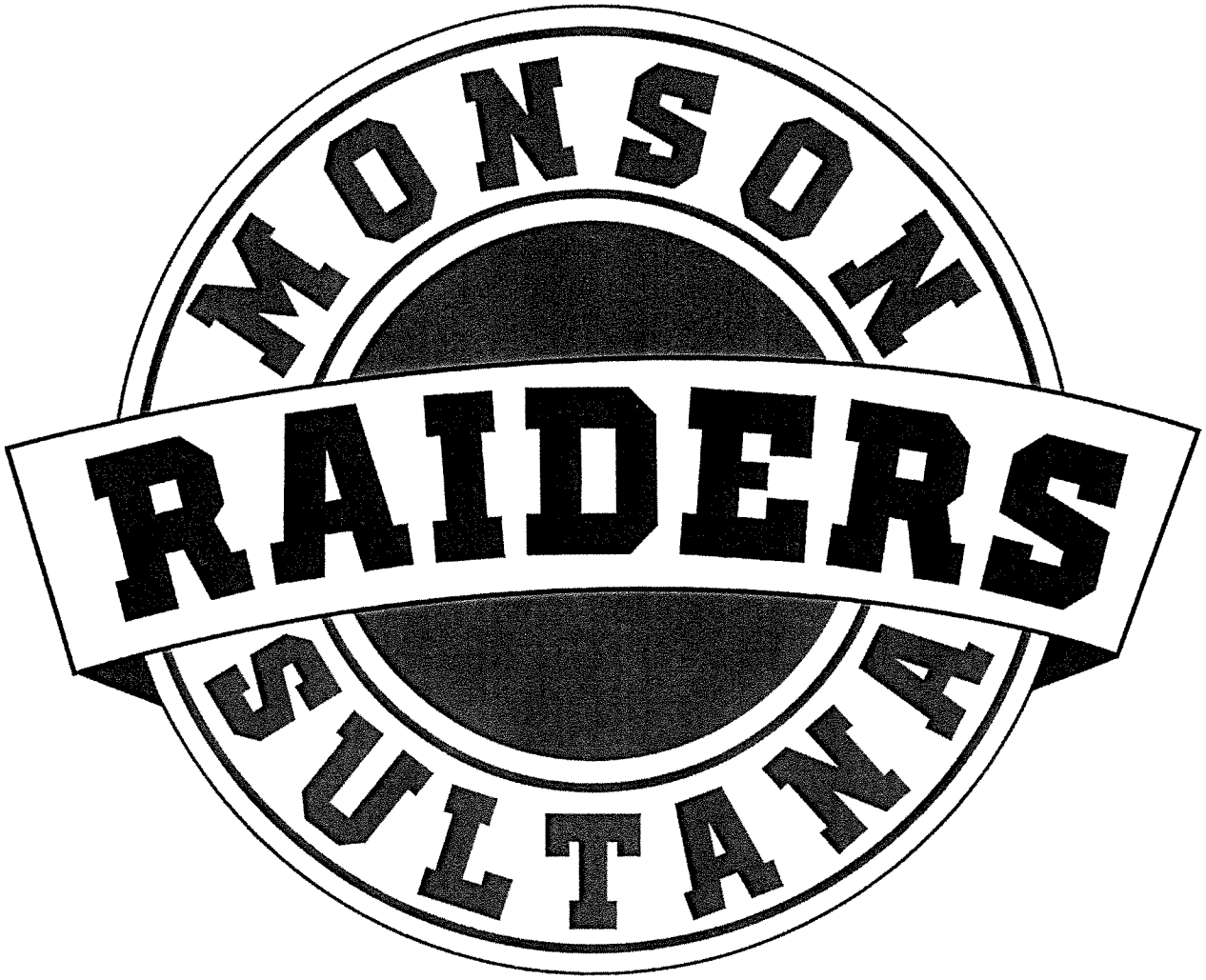
ATTACHMENTS: STUDENT & PARENT HANDBOOK 2023-2024

DISCUSSION:

The Student & Parent Handbook has been updated and revised for the Board's approval for the 2023-2024 school year. Changes are noted by bold red text in the attachments.

RECOMMENDATION: **The Superintendent recommends that the Board APPROVE the 2023 - 2024 Student & Parent Handbook as presented.**

PROPOSED ACTION: **APPROVE**



2023-2024 Student & Parent Handbook

Board Approved – July 25, 2023

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Monson-Sultana Joint Union Elementary School District
10643 Avenue 416
Sultana, California 93666
(559) 591-1634 / Fax (559) 591-0717

Dear Monson-Sultana Students and Parents,

We are happy to see you back! Having the opportunity to be your Superintendent/Principal is a great honor, and I am eager to see all of you. **August 8th, 2023**, will be our first day of school.

As a team, we will continue to increase student achievement for all students. We will prioritize the following areas for the 2023-2024 school year:

- School Safety
- Effective, Social, and Emotional Health
- Providing high-quality instruction
- The attendance rate
- The connection between students and their teachers
- Student behavior that is positive
- Parent Involvement

Enclosed with this handbook is the parent notification packet. We are required by law to provide you with these notifications and we must keep a record on file to verify that you were provided with the packet. Please take a few moments to fill out the cover page of the packet and return it to school with your child. Only one page is required per family.

In this handbook, you will find the District's established rules and guidelines that will explain all school matters in detail. Each year, state laws that affect the operation of schools change. This requires our District to periodically update the handbook in order to stay in compliance with current laws and regulations. I encourage you to discuss the rules and regulations in this handbook with your child before signing the confirmation slip indicating that you have read and understood the contents of the handbook. Here are some minor changes that you will also need to be diligent about:

- Fast food meals and soft drinks will not be allowed [Pg. 13]
- Air pods and iWatches in the school setting will not be allowed [Pg. 13]
- Inappropriate attire & excessive length of nails [Pgs. 21- 22]
- 8th Grade promotion requirements in regards to citations [Pg. 22]

As always, I encourage you to get involved with your student's education, stay in communication with your student's teachers, and look for ways to support your student. One of the best ways to do this is to get involved in some of the events, booster club, and participate in parent education opportunities. Together, we can make this a great year for your students.

Monson-Sultana Joint Union Elementary School District has a long-standing tradition of excellence and together we will take our school to new heights in service of students.

Here to serve,

Roberto Vaca

Roberto C. Vaca
Superintendent/Principal

BOARD OF TRUSTEES

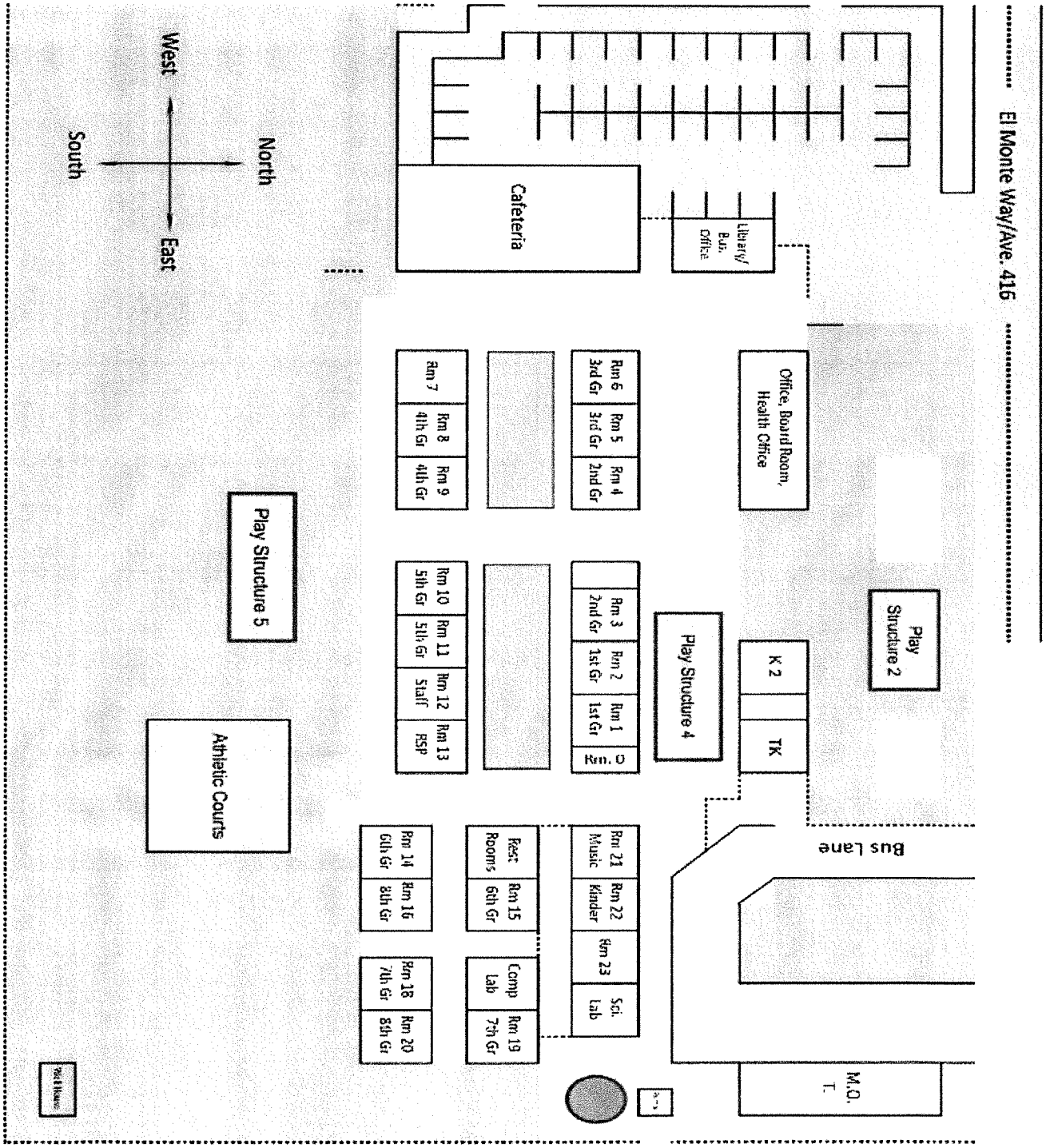
The Board meets the first Tuesday of each month at 6:00 P.M., unless posted otherwise.

Lynn Simmons	**President**
Delbert Quintana	**Clerk**
Jeff Belknap	**Member**
Robert Cepeda	**Member**
Vicki Worthley	**Member**

MONSON-SULTANA SCHOOL
2023-2024 Board Meeting Dates

August 1, 2023	**12:00 P.M.**
September 5, 2023	**6:00 P.M.**
October 3, 2023	**6:00 P.M.**
November 7, 2023	**6:00 P.M.**
December 12, 2023	**12:00 P.M.**
January 16, 2024	**6:00 P.M.**
February 6, 2024	**6:00 P.M.**
March 5, 2024	**6:00 P.M.**
April 9, 2024	**6:00 P.M.**
May 7, 2024	**6:00 P.M.**
June 4, 2024	**12:00 P.M.**
June 18, 2024	**8:00 A.M.**

2023-2024 School Map



MONSON-SULTANA JT. UNION ELEMENTARY SCHOOL DISTRICT
CALENDAR FOR SCHOOL YEAR 2023-2024

July 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023 (18)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023 (20)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023 (22)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023 (16)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	*	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023 (13)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024 (17)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024 (19)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	*	24
25	26	27	28	29		

March 2024 (16)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024 (21)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024 (18)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	*	25
26	27	28	29	30	31	

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

District Holidays (14)

July 4 — Independence Day
Sept 4— Labor Day
Nov 10 — Veterans' Day
Nov 23-24 — Thanksgiving
Dec 22— Christmas Eve (Obsv)
Dec 25— Christmas
Dec 29 —New Year's Eve (Obsv)
Jan 1—New Year's
Jan 15 — Martin Luther King, Jr.
Feb 12— Lincoln's Birthday
Feb 19 — President's Day
March 29 — Easter Friday
May 27— Memorial Day
June 19—Juneteenth

Special Dates

Aug 3-7 —Teacher In-service Days
Aug 8— First Day of School
Nov 3— Trimester Ends
Nov 13-17—Parent Conferences Min. Days
Nov 20-24 — Thanksgiving Break
Dec 19— Minimum Day
Dec 20-Jan 5 — Winter Break
Jan 4-5—Teacher In-service Day
Jan 8—School Back in session
Feb 23 — Trimester Ends
March 4-8—Parent Conferences Min. Days
March 25-April 1st — Spring Break
May 23 — 8th Grade Graduation
May 24 — Last Day of School/Trimester Ends

Minimum Days—1:15 P.M.

November 13-17, 2023
December 19, 2023
March 4-8, 2024
May 24, 2024

Legend

	Minimum Day 1:15 P.M. Release
	District Holiday
	P/T Conference Days 1:15 P.M. Release
	School Not in Session
	Teacher Inservice
*	Trimester Ends

Board Approved:
May 5, 2023

Parent-Teacher Conferences—1:15 Release

November 13-17, 2023
March 4-8, 2024

Grading Periods

Aug 8— Nov 3	63 days
Nov 6— Feb 23	58 days
Feb 26— May 24	59 days

180 Student Instruction Days

MONSON-SULTANA SCHOOL

BELL SCHEDULE
(Regular Day)

Kindergarten/Transitional Kindergarten

8:20 – 9:55	95 minutes of instruction
9:55 – 10:10	15 minutes of recess
10:10 – 11:15	65 minutes of instruction
11:15 – 11:45	30 minutes of lunch
11:45 – 12:00	15 minutes of recess
12:00 – 2:00	120 minutes of instruction

Grades 1 – 3

8:20 – 9:55	95 minutes of instruction
9:55 – 10:10	15 minutes of recess
10:10 – 11:40	90 minutes of instruction
11:40 – 12:20	40 minutes of lunch/recess
12:30 – 1:45	75 minutes of instruction
1:45 – 2:00	15 minutes of Recess
2:00 – 3:00	60 minutes of instruction

Grades 4 – 8

8:20 – 9:55	95 minutes of instruction
9:55 - 10:10	15 minutes of recess
10:10 – 11:40	90 minutes of instruction
11:40 – 12:20	40 minutes of lunch/recess
12:30 – 1:45	75 minutes of instruction
1:45 – 2:00	15 Minutes of recess
2:00 – 3:00	60 Minutes of Instruction

- **Students should be dropped off by parents no earlier than 7:45 A.M.**
- **Students are not to be dropped off at the East gate. That gate is only for bus loading and unloading.**
- **Students must report to class at 8:15 A.M.**
- **Early Release will now be on Wednesdays at 1:00 P.M.**

SCHOOL STAFF

Employee	Position
Adlard, Audrie	Teacher, 5th Grade
Arellano, Carmen	Teacher, 1st Grade
Arias, Dain	Director of Technology
Bedoya, Edward	Teacher, 7th Grade
Barragan, Joshua	Bus Driver/Grounds/Maintenance
Bese, Denise	Librarian
Brito, Makenna	Instructional Assistant
Caldera, Stephanie	Teacher, Kindergarten
Corcoran, Brandon	Director of MOT
Corcoran, Wendy	Director of Food Service
Cortez, Benita	Business Manager/Human Resources
Cristobal, Mosera	Instructional Assistant
Cuevas, Wendy	Teacher, 4th Grade
Garcia, Caryn	Teacher, 4th Grade
Garza, Adrian	PE Instructional Assistant
Gomez, Elva	TCOE Instructional Assistant
Gonzalez, Florencia	Teacher, Kindergarten
Gonzalez, Priscilla	Teacher, 6th Grade
Gutierrez, Mariana	Clerk/Receptionist
Hartley, Gail	Technology Assistant
Hightman, Chantelle	Instructional Assistant
Huerta, Samantha	Instructional Assistant
Jimenez, Maria	Instructional Assistant
Larralde, Michelle	Teacher, 5th Grade
Lopez, Mari	Health Service Aide
Lopez, Mary	Bus Driver/Grounds/Maintenance
Melban, Jennifer	Teacher, Transitional Kindergarten
Mendoza, Kaylie	Teacher, 8th Grade
Mendoza, Melissa	Teacher, 2nd Grade
Merigian-Garcia, Michelle	TCOE, Special Education Teacher
Miller, Stephen	Teacher, 6th Grade
Miramontes, Erica	Teacher, 1st Grade
Montejano, Jaqueline	Administrative Assistant
Moreno, Elva	Food Service Assistant
TBD	TCOE, Speech Pathologist
Oldham, Cindy	Instructional Assistant
Ortega, Mayra	Teacher, 8th Grade
Pauls, Mary	Music
Quintana, Kari	Instructional Assistant
Rico, Joseph	Teacher, 7th Grade
Reveles, Francisco	Bus Driver/Grounds/Maintenance
Rodriguez, Braulio	Physical Education Teacher/Athletic Director
Ruiz, Lisa	Instructional Assistant
Sanchez, Berta	Food Service Assistant
Sandoval, Samantha	Teacher, 3rd Grade
Simmons, Marissa	Instructional Assistant
Vaca, Roberto	Superintendent/Principal
Valdez, Melissa	Learning Director
Villanueva, Dulce	Teacher, 3rd Grade
Wagenleitner, Kristyn	Teacher, 2nd Grade
Wu, Kate	TCOE, School Psychologist
Zaragoza, Catalina	Instructional Assistant
Zavala, Olga	Food Service Assistant

AFTER SCHOOL

Students must go home directly after school unless they have been assigned to detention or if they are participating in an extra-curricular activity. Students are not allowed to stay on campus and play, but they may return to the south playground area after 4:30 p.m. If you pick up your children, please ensure that you pick them up when school is dismissed.

Monson-Sultana is proud to offer an after school program to students in grades K-8. The After school program, Future Unique Enthusiastic Leaders (FUEL) runs from the dismissal of school (3:00 most days) until 6:00 p.m. Students are required to attend the full three hours each day. Transportation is the responsibility of parents or guardians (this includes students who normally would walk home). You may obtain an application for the FUEL program at the front desk in the main office.

ANTI-DISCRIMINATION POLICY

The Superintendent/Principal is responsible for the implementation and enforcement of the Anti-Discrimination policy. Board Policy 0410(a) states that, "District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group, age, religion, marital or parental status, physical or mental, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics."

Any allegation of discrimination, harassment, intimidation, or bullying shall be investigated immediately by the Superintendent/Principal (see "Complaints" section of this handbook).

ATTENDANCE

There is much your child will be expected to learn in the new school year and we are very excited to help them achieve these goals. As parents, we hope you will give your child and the school your total support and cooperation as we strive to meet the state standards and prepare your child academically for a successful future. If your child plays sports, their attendance may impact their eligibility to participate.

One critical demonstration of your support is ensuring that your child attends school regularly and promptly. Attendance is also a legal obligation. California has a compulsory attendance law which requires students to attend school. Education Code Section 48200 states the following: *"Each parent, guardian, or other person having control or charge of a child between the ages of 6 and 18 years is responsible for sending their child to public schools for the full time in which the public schools of the city, county, and or school district in which the child lives, are in session."* In order to avoid the SARB (School Attendance Review Board) process, each child should miss no more than 10 days throughout the entire school year.

Why is Daily Attendance so Important?

One of the most important predictors of a student's success in school is regular and punctual attendance. Frequent absences may lead to poor academic work, lack of social development and possible academic failure. Regular attendance is of utmost importance for school interest, social adjustment and scholastic achievement. No single factor may interfere with a student's progress more quickly than frequent tardiness or absence. Trying to catch up on days of missed instruction can be an overwhelming and frustrating experience for many children. Make sure that when your child misses school, it is only for a legitimate reason. Babysitting and family outings are not legitimate excuses. Special provisions can be made with your school principal for a limited amount of independent study for students who must miss school. Research has shown that students who have good attendance generally achieve higher grades, enjoy school more, and are more successful after leaving school.

What Can Parents Do?

Impress upon your child the importance of prompt and regular attendance. If your child does miss school, clearly state the reason for the absence in your phone call, note or ParentSquare App. Be sure to read all communication from your school. Your school might be trying to notify you about an attendance problem that you didn't even know existed. If you are concerned about your child's attendance, call your school.

Excused Absences

The following shall be considered excused absences:

a) A student who is temporarily ill or injured or whose absence is approved by the principal on a prearranged basis. Prearranged absences shall be approved for appointments or circumstances of a serious nature, which cannot be taken care of outside of school hours. If a student has a runny nose or mild cough they are able to attend school. However, if a student has a fever, they are unable to attend school until they are fever-free for 24 hours without medication.

b) A student who is absent for an extended period due to physical, mental or emotional disability. It is imperative that the school be contacted for immediate assistance.

c) A student who is attending any school-sponsored activity or activities of an educational nature with advance approval from Administration.

The district may require suitable proof regarding the above exceptions, including written statements from medical sources. Make-up work shall be provided for any subject from whom a student has an excused absence unless otherwise determined by the principal. The student must pick up make-up assignments on the same day he or she returns to school. Students are allowed the number of days absent plus one to complete make-up work. A student's absence can only be cleared with verification from a parent or guardian. A note or phone call is acceptable. Although an Excused Absence is "excused", it is still an absence and eliminates students from attendance incentive programs. California law (Ed Code 46010.1) requires that each year parents and students in grades 7-12 are notified that, *"school authorities may excuse any student (grades 7-12) from the school for the purposes of obtaining confidential medical services without the consent of the pupil's parent or guardian."* Please be aware that even "excused" absences count towards the SARB process. 5 excused absences will result in a SARB letter notification. See page **28** for further explanation.

Unexcused Absences

An unexcused absence is defined as any absence that is not covered as an excused absence. In accordance with state law, the district may impose academic penalties which relate directly to assignments missed while unexcused. Make-up work shall be allowed following an unexcused absence with the goal of providing the student an opportunity to keep up with the class and as an incentive to attend school. Assignments or other graded activities missed during an unexcused absence may be made up within a timeframe and level of credit to be determined by the teacher.

The maximum number of unexcused absences a student may incur before judicial proceedings (SARB Process) are initiated to enforce compulsory attendance is 3 days during any school year. Once a student has accrued 3 unexcused absences in any school year, parents will receive notice that their child has been declared Truant under state law. School administration is required by law to report habitually truant students to the County Probation Department and the District Attorney for possible judicial proceedings against the parents. These referrals may also result in the loss of any state aid through social services.

School Notification and Re-admittance Process Day of Absence

Parent/Guardian should contact the school via phone call, email, note or message through ParentSquare App to confirm student absence. If the parent or guardian has not called within one hour after school begins, office personnel will make a reasonable attempt to contact the parent or guardian to confirm the absence.

Return from absence

When a student returns to school after an absence, he/she will need a note from the parent or guardian and or a medical doctor, dentist or other health provider as appropriate stating the reason for the absence. State law requires a written confirmation of any absence.

Tardiness

Because of the disruptive nature of tardiness and the detrimental effect upon the rights of the non-tardy student to uninterrupted learning, teachers may require tardy students to make up any lost instructional time during recess or lunch periods. Tardies of more than 30 minutes shall be counted as an unexcused absence for the period and count toward the total of 3 unexcused absences for determining Truancy, which will result in SARB letter notification.

Students will not be counted as tardy on a "Foggy Day" unless they arrive after the last student bus has arrived (9:00 for Plan A, 10:00 for Plan B).

If a student repeatedly reports to school tardy, they will be subject to disciplinary action. Three tardies per attendance period will result in a detention.

Student Attendance Review Board (SARB)

At three (3) unexcused absences, three (3) tardies of more than 30 minutes or **five (5) excused absences,** the SARB process will be initiated. Continued absences that are unwarranted or excessive, will trigger further action through the School Attendance Review Board (SARB) process, including parents and students to be called to a hearing. Should a hearing not bring about improved attendance, students and parents will be referred to Court Attendance Review Board (CARB) for further action. The district encourages parents to communicate and work with school officials to positively impact student attendance. Notification about the SARB process will be mailed out separately.

ATHLETICS

Athletic Code of Conduct

Monson-Sultana School is proud of its athletes and athletic programs. We think of our athletes as leaders, and as such, they are expected to maintain and exhibit qualities of outstanding character, sportsmanship, and leadership at all times. Being a member of an athletic team at Monson-Sultana School is a privilege that is earned through positive behavior, academic excellence, regular attendance, and exemplary sportsmanship.

Participation in athletics, like other extracurricular activities, is contingent upon students meeting certain standards of conduct and maintaining academic standards. The rules and regulations for athletes adopted by the Monson-Sultana Board of Trustees will be known and referred to as the Monson-Sultana School Athletic Code of Conduct. The consequences for failing to abide by the Athletic Code of Conduct are outlined in detail in the following page(s). In the event an incident occurs that is not addressed in the Code, the Athletic Director and the Principal will determine what, if any, action will be taken.

The purpose of the Athletic Code of Conduct is to promote an understanding of what is required to participate in the M-S School athletic program. Students should carefully consider their time, academic responsibilities, physical and physiological readiness, and team requirements before making the commitment to try out for an athletic team. Coaches will conduct try-outs for each athletic team and determine who is selected to be on the team.

We encourage all students to participate in athletic activities. All athletes and their parents are required to read the Athletic Code of Conduct and sign the "Acknowledgement of Receipt" page at the back of this packet. An athlete will not be allowed to participate in any games until this sheet is signed and returned to the Athletic Director or coach. If you have any questions regarding the athletic programs or this Code of Conduct you are encouraged to contact our Athletic Director, Mr. Rodriguez. Go Raiders!

Code of Conduct for Athletes & Parents

1. All athletes will show respect for teachers, coaches, and fellow students.
2. All athletes will maintain good attendance.
3. All athletes will maintain a 2.0 (a "C" average) grade point average.
4. All athletes will have no more than one (1) "F".
5. All athletes will be respectful of all officials at all times.
6. All athletes will control his/her temper at all times.
7. All athletes will use appropriate language at all times. Profanity or vulgar gestures will not be tolerated.
8. All athletes will abide by school rules and discipline policies as set forth in the District Handbook.
9. All parents, guardians, or other family/friends attending games must demonstrate good sportsmanship or they will be asked to leave.

Absences or Tardies

1. If an athlete is absent from school on the day of a game they are not eligible to play in the game, travel with the team to the game, or sit on the bench with the team during the game.
2. If an athlete is absent from school they are not allowed to attend practice that day.
3. If an athlete had 3 tardies during the season, they will not be allowed to practice or play in any games for a period of one week commencing on the day of their third tardy and ending 1 week later. If this extends over a weekend in which there is a game or tournament, the student is not eligible to play on the weekend.
4. If a student has 2 unexcused absences during the season, the same applies as in number 3 above.

Academic Eligibility

1. Athletes must maintain a "C" average. The Athletic Director will work with the teaching staff to ensure student athletes maintain a 2.0 GPA. Students who do not meet a 2.0 GPA will be declared ineligible.
2. Athletes who fail to complete assignments will be given detention and not allowed to play or practice on the day assigned to detention.
3. Progress reports are issued every two weeks. If an athlete is placed on academic probation, their standing will not be reconsidered until the next progress report is issued.
4. Athletes assigned to mandatory academic interventions, detentions, community service, or Saturday School will complete all requirements before participating in athletic activities.

Behavior

1. Any student who is suspended from school for an Education Code violation during a season will be removed from the team for the remainder of that season. It is also possible that he/she may be ineligible to participate in other sports or activities depending on the severity of the offense.
2. If students are suspended they are not allowed on school grounds during the suspension and as such, will not be allowed to attend practices or games as a spectator or participate in any capacity.
3. Any student who is given a citation will not be allowed to participate in any team activity (including practice, traveling with team to games/tournaments, award ceremonies, etc.) for a period of 1 week. This also includes any weekend games or tournaments.
4. Any student who receives their second citation during the season is not allowed to participate in school activities for 25 school days. A third citation during a season will result in the loss of all extracurricular activities for the school year.
5. Any student who is assigned a detention is ineligible for all team activities for the day of the detention.
6. Any student who is on independent study due to an expulsion, suspended expulsion, or other discipline related issue is ineligible to participate in athletics.

Physical Examinations

A student athlete must have a current physical on file prior to competing in any athletic tryout, practice, and/or contest. Physicals are good for one year. This is a student safety issue. No exceptions will be made.

School Uniforms

1. School uniforms should only be worn for games or sanctioned team events. Coaches may allow athletes to wear jerseys on the day of games as directed.
2. It is the responsibility of the athlete to maintain their uniforms. If a uniform is damaged during a game or practice the school will either issue a new uniform or repair the damaged one.
3. Students will not be allowed to participate in any extracurricular activities or play on other athletic teams until uniforms are either turned in or reimbursement is made for lost or damaged items.

Sports Transportation

1. All students will be transported to and from sporting events in a school bus or school van.
2. If a parent wishes to transport their child home from a sporting event they may do so by signing them out with the coach/Athletic Director. This process releases the child from the responsibility of the school.
3. If a child other than the parent's child is to be transported by someone other than their parent/guardian, the

same rule for bussing applies (written consent from the other child's parent granting permission).

AWARDS/RECOGNITION

Award Assemblies

Award assemblies will be held each trimester to honor students for their achievements in Language Arts, Math, PE, Music, and The Raider Award (Positive Character/Behavior) and perfect attendance for each trimester.

BACKPACKS

Backpacks are permitted for students provided they do not cause a disruption to the learning environment. Students are responsible for the contents of their backpack. They may not be used to conceal any toys, weapons, or any other items that are illegal or not allowed on the Monson-Sultana campus. Monson-Sultana School is not responsible for lost or stolen backpacks, or the items stored in the backpacks. Students may choose to use a backpack at their own risk. If a backpack becomes a disruption to the school environment in any way, a student may not be allowed to continue to bring a backpack for the remainder of the year as determined by Administration.

BALLOONS, FLOWERS, AND FOOD DELIVERIES

No balloons, flowers, or food may be delivered to students in class. All deliveries must come to the office. Office personnel will notify the teacher who will determine when the item may be picked up. Also, please note: If you would like to celebrate your child's birthday at school, it needs to be pre arranged with the classroom teacher and typically will be held the last 15 minutes of the school day to ensure that the learning process is not interrupted. **Deliveries of fast food meals or drinks will not be allowed, especially during and for lunch.**

BICYCLES

If your child rides a bike to school, he/she must walk the bike while on school grounds and use the bike rack provided on campus. We encourage students to lock their bike to secure it properly.

Do not ride around the parking lot or in the vicinity of the school. Bikes are private property, and are not to be tampered with or ridden without the owner's permission. In such an event, disciplinary action will be taken, and the student will be required to cover the costs for any damage to bikes. The school assumes no financial responsibility for any damage or theft.

BRINGING INAPPROPRIATE THINGS TO SCHOOL (EDUCATION CODE 48900k)

There are some things which a student must not bring to school because they are dangerous to the student or other students, or they interfere with the rights of others to learn. Things that must not be brought to school include, but are not limited to, personal electronic devices such as iPods, video games, air pods. Other items not allowed in school include: toys, games, water balloons, fireworks, lighters, matches, medications, laser pointers, or any other item determined to be dangerous or disruptive to the educational environment by the Administration.

Inappropriate items will be confiscated and turned over to Administration. Depending upon the seriousness of the offense, detention, citation, and suspension or expulsion procedures will apply and law enforcement may be summoned. **The school district is not responsible for the loss of personal items brought to school**.

BUS TRANSPORTATION

Riding the bus to and from school is a privilege, not a right. School districts are not required by law to provide transportation for students. Any student who fails to abide by the following rules and procedures may lose that privilege. Because a bus passenger's behavior can directly affect their safety and the safety of others, the following regulations apply at all times when students are riding a school bus, including on field trips and other special trips. School personnel, parents/guardians, and students themselves must all see that these regulations are followed. Bus drivers have the authority to issue detentions or citations to students who do not follow these instructions.

1. Riders shall follow the instructions and directions of the bus driver at all times. (cf.3542) – of School Bus

Authority Drivers.

2. Riders should arrive at the bus stop on time and stand in a safe place to wait quietly for the bus.
3. Riders shall enter the bus in an orderly manner and go directly to their seats.
4. Riders shall remain seated while the bus is in motion and shall not obstruct the aisle with their legs, feet or other objects. When reaching their destination, riders shall remain seated until the bus stops and only then enter the aisle and go directly to the exit.
5. Riders should be courteous to the driver and to fellow passengers.
6. Serious safety hazards and distraction of the bus driver can result from noise or inappropriate behavior. Loud talking, laughing, yelling, profanity, singing, whistling, scuffling, throwing objects, smoking, eating, drinking, standing and changing seats are prohibited actions which may lead to suspension of riding privileges.
7. No part of the body, hands, arms or head should be put out the window. Nothing should be thrown from the bus.
8. Riders shall help keep the bus and the area around the bus stop clean. Riders shall not damage or deface the bus or tamper with bus equipment.
9. No animals shall be allowed on the bus.
10. Riders should be alert for traffic when leaving the bus.
11. All passengers will be quiet while the bus is stopped at railroad crossings.
12. On the bus ride home, the next student to exit the bus will sit to the driver's immediate right. The bus driver may assign seats as needed.
13. A student who rides the bus to school must ride the bus home unless the parent/guardian notifies the school in writing.
14. Parents who are requesting that their child be dropped off at another child's home must submit a note from both sets of parents prior to 11:00 am on the day of the changed drop off.
15. Any change in transportation must be approved by the office by 11:00 am the day the change is to take place.

Riders who fail to comply with the above rules shall be reported to the school principal, who shall determine the severity of the misconduct and take action accordingly. In case of a severe violation or repeated offenses, the rider may be denied transportation for a period of time determined by the principal, up to the remainder of the school year.

Occasionally a bus rider will refuse to board the bus stating that they are supposed to go home with another student or that they are going to be picked up by a parent. This usually results in a phone call from a worried parent wondering why their child did not arrive home on the bus. As stated in items 13-15, in order to avoid this confusion students must have a written note from each parent involved, submitted to the office **by 11:00 am** the day this will be taking place.

CANINE (DOG) SEARCHES

The Board of Trustees and school administration makes providing students with a safe and drug-free campus a top priority. As a result, the school has contracted with a company who will periodically conduct unscheduled and unannounced searches of classrooms, restrooms, and other areas of the campus. The canine detection company does not inform the school when they will conduct the school visits in order to ensure a completely random testing pattern. These searches are conducted as follows:

1. When the search dogs enter a classroom, the classroom teacher will escort all students out of the room. Search dogs will not enter restrooms if students are inside. At no time will the dog come in contact with students or search students.

2. Once all students have left the room, the dog handler will take the dog around the entire room, allowing it to sniff all furniture, backpacks, trash cans, etc.

3. Dogs are trained to sit when they detect the odor of illegal drugs or alcohol. If a dog "alerts" on a student's desk or personal items such as a backpack, the principal will bring this student into the room and conduct a search in the presence of the student.

4. If contraband is found, the student will be subject to disciplinary action. If the search does not turn up any

contraband, the student will not face disciplinary action.

CELL PHONE USE BY STUDENTS (EDUCATION CODE 48900k)

Ringing or vibrating cell phones disrupt classes and distract students who should be involved in the lesson at hand. Cell phones can be used for text messaging and could be used to cheat on tests/classroom work and allow for access to social media.

Most cell phones have cameras that can be used to take photos of exams or inappropriate and unauthorized photos or other students. Cell phone use by students will not be allowed during school hours. Students are allowed to use the telephone in the office in the event of an emergency (see "Telephone" on page 32). Parents who allow their child to carry a cell phone to school must take responsibility for ensuring that their child keeps the phone turned off and out of view at all times from the moment they step foot onto campus.

School staff that observe a student with a cell phone in hand will confiscate the phone and take it to the office where it will be kept until the end of day. First offense will be a verbal warning, second offense detention, third offense onward will be a citation and a parent will be required to meet with the Administration to retrieve the confiscated phone. Depending upon the seriousness of the offense, detention, citation, and suspension procedures will apply. The school district is not responsible for the loss of cell phones brought to school.

CLASSROOM BEHAVIOR

The primary function of education is to prepare young people to live in the present as they prepare for the future. This preparation calls for a classroom atmosphere that allows the teacher to teach and the student to learn without other students interfering with that process.

Each teacher will inform students of what they expect in their classroom. Their rules are set in order that they can conduct class in an orderly, organized fashion. They are in the classroom to teach. If a student continually shows that he/she cannot obey the rules, cannot follow directions, or will not take advantage of educational opportunities, that student will be removed from the class until he/she is able to demonstrate a sincere effort to behave.

The following school wide expectations for behavior have been developed:

1. Be a person of positive character
2. Be prepared to learn
3. Be safe at all times
4. Be responsible for knowing and following all school rules

Consequences

1. Warning – For a first disruption, the teacher will inform the student that his/her behavior is not acceptable to the classroom situation.
2. Counseling/Notification of Parent – Following the warning, the teacher will meet with the student individually in a counseling session to get a commitment from the student to change his/her behavior. The teacher should contact parents to inform them of the behavioral issues that are taking place.
3. Office Referral – Students who continue to disrupt the classroom following the teacher-student conference and parent notification will be removed from the classroom and sent to the office for corrective disciplinary action. Each referral to the office will be treated as an individual case and judged on its own merit. The basic goal will be to change inappropriate student behavior to acceptable behavior. We will consider the seriousness of the offense, the conditions under which it occurred, and the student's past school records. Some of the alternatives available are:

    a. Detention after school
    b. Community Service (i.e., campus cleanup, etc.)
    c. Suspension from school.
    d. Expulsion or exclusion from school by Board action.

CLOSED CAMPUS

With the exception of those who go home for lunch and for those students whose parents pick them up at school, the Monson-Sultana School campus is a closed campus. A closed campus means that a pupil must remain on the campus from the time he/she arrives until school is out. If the student rides the bus to school, he/she is expected to ride the bus home, unless written permission is given by the parent to do otherwise.

COMMON CORE STATE STANDARDS (CCSS)

Educational standards describe what students should know and be able to do in each subject in each grade. In California, the State Board of Education decides on the standards for all students, from kindergarten through high school. The California Department of Education helps schools make sure that all students are meeting the standards.

Since 2010, 45 states have adopted the same standards for English and math. These standards are called the Common Core State Standards (CCSS). Having the same standards helps all students receive a quality education, even if they

change schools or move to a different state. Teachers, parents, and education experts designed the CCSS to prepare students for success in college and the workplace. For more information on California's CCSS please visit http://www.cde.ca.gov/re/cc/tl/whatareccss.asp.

COMPLAINTS

The Superintendent/Principal shall determine whether a complaint should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures (Administrative Regulation 1312.1). All complaints shall be submitted in writing to the Superintendent/Principal. If the complaint is related to the Superintendent/Principal, the complaint should be submitted to the Governing Board. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days.

Uniform Complaint Procedures (UCP) concern complaints alleging failure to comply with laws related to unlawful discrimination, harassment, intimidation, and bullying. UCP are also used to address any complaint alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state/federal laws in consolidated categorical aid programs, migrant education, child nutrition programs, and special education programs (Board Policy 1312.3(a).

All complaints shall be investigated by the Superintendent/Principal and resolved within 60 calendar days of the District's receipt of the complaint. (5 CCR 4631)

Step 1: Filing of Complaint

Any individual, public agency, or organization may file a written complaint of alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630) Complaint(s) alleging unlawful discrimination, harassment, intimidation, or bullying may be filed by a person who alleges that he/she personally suffered unlawful discrimination harassment, intimidation, or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630) A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

Step 2: Mediation

Within three business days of receiving the complaint, the compliance officer may informally discuss with all the parties

the possibility of using mediation. If the parties agree to mediation, the compliance officer shall make all arrangements for this process. Before initiating the mediation of a complaint alleging discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information. If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the District's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

Step 3: Investigation of Complaint
Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

Refusal of the complainant to provide the investigator with documents or other evidence related to the allegations in the complainant, or to otherwise fail or refuse to cooperate in the investigation, or engage in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegations. (5 CCR 4631)

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

Step 4: Response
Within 30 working days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the District's investigation and decision, as described in Step 5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Board. The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision is final.

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

Step 5: Final Written Decision
The report of the District's decision shall be written in English and, when required by Education Code 48985, in the primary language of the complainant (cf. 5145.6 - Parental Notifications)
The report will contain the following elements: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. Conclusion of law
3. Disposition of the complaint
4. The rationale for such a disposition
5. Corrective actions, if any are warranted
6. Notice of the complainant's right to appeal the District's decision within 15 calendar days to the California Department of Education and procedures to be followed for initiating such an appeal

The District's Williams uniform complaint procedures, AR 1312.4, will be used to investigate and resolve any complaints related to sufficiency of textbooks and instructional materials, facility conditions, teacher vacancies and/or misassignments.

CYBERBULLYING (EDUCATION CODE 48900r)

Recently enacted legislation allows schools to discipline students in grades 4-12 for engaging in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, directed specifically toward a pupil or school personnel. The most common types of Cyber bullying are harassment, threats, intimidation, sexual harassment, or hate violence. The activity must be related to school activities or school attendance and if it occurred off campus, it must cause a substantial disruption of school activities to meet the criteria of the Education Code.

DISCIPLINE

The Monson-Sultana School District utilizes all avenues provided by law for the discipline of students. These include, but are not limited to, advising and counseling students; conferencing with parents/guardians; detention; alternative educational environments; community service; and, if necessary, suspension and expulsion.

The Governing Board recognizes that maintaining an educational environment which promotes learning and protects the health, safety, and welfare of all students may require the suspension or expulsion of a student from regular classroom instruction for a period of time deemed necessary to correct the behavior of that student.

Monson-Sultana School has a progressive discipline policy. Depending upon the severity or frequency of the misbehavior, school staff may assign consequences that range from simple conferences with the student, to loss of privileges, to detention, to citation, to suspension or expulsion. Each of these is explained in the following paragraphs.

Conference with Student

Staff will conference with misbehaving students, informing them of the rule they are violating and its impact on the educational process of the school. Repeated violations of the same rules by the same student will lead to loss of privileges. Teachers/staff will notify parents of inappropriate behaviors.

Loss of Privileges

Students who continue to violate school rules or who have been found to be in violation of any Education Code 48900 acts will lose school privileges. Students can lose privileges as a result of inappropriate behavior at the discretion of school administration.

Detention

A detention will be given for the following:

1. Disruption in classrooms and on campus; excessive talking or noise-making, throwing objects, and running on sidewalks, hallways, or other non-physical education areas.
2. Chewing gum has become an issue on campus- students will be asked to throw it away and issued a detention.
3. Misuse of any school property (academic or athletic equipment). Depending on the severity of the behavior can also result in a citation as well.
4. Being in improper places, such as but not limited to: outside row of trees, upper graders on primary side of campus (or vice versa), in the office without hall pass, or unassigned restroom.
5. 2nd Dress code violation.
6. Possession of or unacceptable use of electronic devices (if a student brings a cell phone to school, it must be out of sight, turned off, and not used during school except in a time of emergency).
7. Detention and citation guidelines will apply to cafeteria and bus conduct.
8. A detention may also be issued for any conduct deemed inappropriate per discretion of staff member.

Students who receive detention will stay after school for one (1) additional hour. Detention is generally every Monday, Tuesday, Thursday and Friday, but may be rescheduled during short release days, vacation periods, or parent-teacher conference weeks. There will be no detention on Wednesdays due to early release days. The detention notice will

specify the date the student is to report to detention. Refusal to sign or return a detention will result in 2 detentions (one for the original detention plus another). If either of these detentions are missed, a citation will be issued or the principal may suspend the student for defiance of school personnel (Ed Code 48900k). If a parent has questions about the issued detention, the parent is urged to contact the school the same day the detention was issued to avoid further consequences.

Detention will be held Monday, Tuesday, Thursday and Friday from 3:00 – 4:00 p.m. NO detention on Wednesdays. Parents are responsible for picking up their children at the designated time that detention ends. Please remember that students who serve detention are not permitted to ride the bus home. Students serving detention are also **not permitted to walk home after detention.** There is no crossing guard available at that time. Parents are required to pick up their students at 4:00 p.m. after detention.

Citations

A citation is given for **more serious offenses or for multiple detentions/violations.** A student who receives a citation will:

1. Be excluded from all school activities for a period of one week (5 school days from the date of the citation).
2. Be assigned to two (2) after school detentions.

If a parent refuses to sign a citation, the parent may request an appeal to administration. The appeal will be conducted within five (5) school days and a ruling on the disposition of the citation will be made. During the five days prior to the ruling on the citation, the student will not be permitted to participate in any school activities including athletics.

Students who receive two (2) citations in the same trimester will not be allowed to participate in any extracurricular activities including athletics, music performances, and non-educational field trips for 25 school days. Each citation will follow these steps:

Pink Copy – Given to students to take home for parent signature. The student must return the signed white copy the following school day. Failure to return the citation signed by a parent the following day will result in additional consequences.
Yellow Copy – Teacher keeps on file
White Copy – Office

Citations/Suspension or Expulsion

Citations are for offenses/violations more serious than a detention or for further consequence. Suspensions or expulsions are reserved for the most serious violations of the Education Code or when other means of discipline have failed to bring about desired behavior. Some sections of the Ed Code require school administration to contact law enforcement when a student has been found in violation of the law. These are noted below with the following symbol: *

Suspension/Expulsion will be given for the following Ed Code sections, depending upon the severity of the offense, Citation eligibility are cited next to offense:

1. Caused, attempted to cause, or threatened to cause physical injury to another person. *
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous objects. *
3. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance as defined in Section 11007 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind. *
4. Unlawfully offered, arranged, or negotiated the sale of any controlled substance as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; and/or sold, delivered, or otherwise furnished to any person another liquid, substance, or material represented as a controlled substance, alcoholic beverage, or intoxicant. *
5. Committed robbery or extortion. *
6. Caused or attempted to cause damage to school property or private property. *

7. Stole or attempted to steal school property or private property. *
8. Possessed or used tobacco, except as provided in Education Code Section 48901. *
9. Committed an obscene act, or engaged in habitual profanity or vulgarity. *
10. Had unlawful possession of, or unlawfully offered, arranged or negotiated to sell any drug paraphernalia, as defined in Section 11364 of the Health and Safety Code. *
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. *
12. Knowingly received stolen school property or private property. *
13. Possessed an imitation firearm. *
14. Committed or attempted to commit a sexual assault. *
15. Harassed, threatened, or intimidated a pupil who is a witness in a school disciplinary proceeding. *
16. Engaged in, or attempted to engage in hazing. *
17. Engaged in the act of bullying, including, but not limited to, bullying committed by means of an electronic act directed toward a pupil or school personnel (on school grounds or off campus). *
18. Inappropriate displays of affection such as holding hands, kissing, etc. **(citation)**
19. Being out of class without permission. **(citation)**
20. Being off school grounds or in any unauthorized area. **(citation)**
21. Falsely setting off a fire alarm. *
22. Intimidation, harassment, sexual harassment or bullying. Creating a hostile educational environment. *
23. Cheating, lying, forgery, and plagiarism. **(citation)**
24. Throwing food in the cafeteria. **(citation)**
25. Tardiness (K-5th, 3 per attendance period) (6th – 8th, 3 tardies per class) – teachers will keep track of this. **(detention/citation).**
26. Chewing gum, eating candy, seeds, and drinks other than water. **(citation)**
27. Violation of dress code rules. **(citation)**
28. Possession of a cell phone. **(citation)**
29. Eyebrow notches or other gang-related acts such as whistles, flashing signs, gang-affiliated clothing, or gang writing on notebooks or other school materials. * **(citation)**

A suspension will result in the loss of all non-educational activities for a minimum of 30 school days commencing upon the student's return from the suspension. School administration will determine if more than 30 days is warranted.

Suspension procedures require that an informal conference be held with the student to allow the opportunity to present his/her version of the incident and evidence in his/her defense, and to advise the student of the reason for disciplinary action. Parents shall be given written and/or telephone notification of suspension within 24 hours. Parents or guardians are required by law to respond to the school's request for a conference.
All suspensions are processed by the Superintendent or a designee.

Students may not be suspended for more than five consecutive days, however, suspensions may be extended if expulsion is pending. Suspended students must be allowed to complete and receive credit for all assignments and tests missed during the suspension which can reasonably be provided by the teacher. Suspended students must remain under parent supervision and are not to be on any school campus or attend school activities for the duration of the suspension.

Expulsion

Expulsion is the removal from enrollment in a school or the District as ordered by the Governing Board. Expulsion may be ordered by the Board when other means of correction have repeatedly failed to result in acceptable conduct or if the continued presence of the student causes danger to the safety of others. Pupils may be expelled only for those reasons for which they also may be suspended. State law provides for full due process and rights to appeal any order of expulsion.

Grounds for Expulsion

For specified serious offenses, the principal or superintendent must recommend expulsion (unless it is inappropriate due

to the particular circumstance). §48915(a). Whether or not the pupil is expelled is within the discretion of the governing board. For some offenses, the Board has the authority to suspend the expulsion and to request that the family enters counseling and or that the student be placed on independent study. The list of mandatory recommendation offenses are as follows:

1. Possessing, selling, or otherwise furnishing a firearm.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance.
4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

DRESS CODE

The Governing Board believes that the development of attitudes and behavior patterns in dress and grooming should be a part of each student's total educational experience. Dress, hairstyle, or makeup which is of a distracting nature or interferes with the study habits of students in the class or school is not acceptable. Therefore, the Board directs the superintendent to develop proper standards for personal appearance of students in cooperation with students, parents/guardians, teachers, and administrators. These standards shall be made a part of the administrative regulations of the district.

The district is legally and ethically responsible for the establishment of a classroom and campus atmosphere which creates the proper conditions and practice of orderly study. The grooming standards that follow are directed toward the fulfillment of this obligation, attending to the concerns of health and safety, but granting, where possible, a reasonable expression of individual taste. Reflected with these standards is an appreciation for the current trends in style or fashion, but tempered with restrictions regarding extremes that are distracting, dangerous, or simply out of place at school. Clothing worn should correspond with the demands and attributes of the activity in which students participate. The dress code applies to all school functions and activities.

Students will not be permitted to show their membership in gangs by wearing gang colors or symbols, or clothing that signifies affiliation with gang activity. Students will not be permitted to "flash their colors", etc., to show gang membership at any time at school. Because the colors red and blue are the dominant colors of some known gangs in this community we ask that you not allow your children to wear solid blues or solid reds to school. Even though all students who wear solid red or blue colored shirts are not gang members, they could be mistakenly identified as a gang member from another community and may suffer the consequences. You can do your part as a parent in helping reduce the influence of gangs at school.

Footwear standards are aimed toward prevention of accidents and injury. Shoes shall be worn at all times except under specified conditions. Students must also consider physical education requirements in their selection of shoes. Open footwear such as flip-flops, Birkenstocks (or other similar brands), or shoes lacking heel straps are unacceptable and not permitted.

The principal, staff, parents/guardians and students of the school may establish reasonable regulations regarding dress code for students who voluntarily engage in extracurricular or other special school activities. These supplemental regulations shall apply only during the length of the activity involved.

No restrictions on freedom of dress and adornment shall be imposed by the district which may violate a student's civil rights, which impose particular codes of morality or religious tenets, which attempt to dictate style or taste, or which do not fall within the direct or implied powers of the Board.

Appropriate Attire

Simple dresses, skirts, pants, blouses, sweaters, etc. Shorts, skirts, and dresses must be long enough that they extend past the child's fingertips when the arms are extended down their sides. Footwear which is comfortable for walking and substantial enough to protect feet from sharp objects (including sandals/Crocs provided they are held securely to the feet with straps that are substantial enough they are not likely to break).

Inappropriate Attire

- Clothing which permits direct view of undergarments or see-through material (lace, racer back, etc.)
- Slides, flip-flops, wedges, or shoes without straps/support on heels. Girl's shoes with heels must not be higher than two inches. Bare feet are prohibited at all times.
- Hats and baseball caps are not to be worn in any school building. Caps must be worn with the visor forward, and may not be altered with any writing, coloring or stitching.
- Designs painted on body or face with ink or makeup. Extreme makeup is not appropriate.
- Clothing that displays alcohol, cigarettes, violence or gang affiliation is prohibited.
- Only glasses prescribed by doctors are to be worn to school.
- Tops that are low-cut, cut out or backless, off the shoulder – including midriffs, racer back, halter tops, tube tops, tank tops, and tops with spaghetti straps. Short tops that show mid-section when arms are raised over top of the head. Please encourage your child to wear an undershirt if they want to wear a "half-shirt" to avoid a dress code violation. Even if they have high waisted pants on.
- Apparel with logos or insignias that have alternative meanings representing drugs, alcohol, or other inappropriate meanings are strictly prohibited (some examples but not limited to are: "Cookies", marijuana plants, etc.)
- Dresses, skirts and shorts that are more than four (4) inches above the top of the kneecap.
- Hairstyles or colors that create undue attention are prohibited.
- Earrings that are larger than the size of a nickel or longer than 1". Sharp or pointed jewelry (i.e., "gauges) create a safety issue and will not be worn during school hours.
- T-shirts that are longer than the student's inseam line.
- Students are not permitted to wear makeup in grades K-6th. Students in 7th-8th grades may wear light make-up.
- Face, nose and tongue piercing are prohibited.
- Excessively long nails, acrylic (fake) nails (not to exceed 1/2") that interfere with a students ability to perform academic and physical tasks (i.e., typing, writing, physical education, etc.) are prohibited.
- No skin-tight or stretch pants (Yoga pants /shorts) without a shirt dress that covers the mid-thigh area.
- Clothing worn to school should not be suggestive, but modest and in good taste.
- All pants or shorts must be worn around the waist. "Waist" is defined by the human anatomy above the top of the hips.
- Hoods shall not be worn indoors and outside during warm weather (administration will determine if weather warrants hoods to be worn outside).
- Holes in pants must not expose bare skin in the upper thigh area or back side below the buttocks. Use the rule for shorts: no open holes where a child's fingertips when the arms are extended down their sides expose bare skin - this will be determined by school personnel.
- Remember that good grooming reflects credit on your school. Dressing according to the occasion, makes you and others around you feel more comfortable. Good grooming refers to cleanliness of the body, use of deodorant, clean clothing and combed hair allows students to start the day with confidence.

Any time there is a question concerning dress or grooming, students or parents/guardians should check with the school principal. Your consideration as parents/guardians is appreciated.

Dress Code Enforcement

Enforcement (all grades K-8): The classroom teacher will notify each child of the content of the dress code. Any violations will be handled by a referral to the principal for appropriate action. Final determination of dress code violation will be made by administration. He/she will then notify parents/guardians by letter or telephone of any action taken.

- First Referral: Parents/guardians will be contacted, advised of violations, and reminded of the content of the dress code. Students may be asked to change, issued an alternative garment if necessary or staff will make an adjustment to clothing (pin garment, provide a covering for holes in pants. etc.)

- Second Referral: Parents/guardians will be contacted, advised of the violation, and asked to bring a change of clothes for the student. A detention will be issued for a second violation.
- Third Referral: A citation will be issued and the student will serve two days of detention.

If parents are not able to bring a change of clothes, students will be issued a Monson-Sultana t-shirt for a shirt violation and a pair of proper sized pants and belt for a pants violation (students will be required to tuck in their shirt). All clothing changes will take place in the office bathroom. The clothing issued will need to be washed and returned to the office the following day after the violation occurred. The referral will be logged into the district's student information system for accurate accounting of all student activity.

EIGHTH GRADE INFORMATION

Eligibility to participate in 8th grade activities such as the graduation ceremony and the 8th grade field trip is based on students meeting all of the following requirements:

Graduation Requirements and Graduation Ceremony *

Each year, graduation exercises are held for the 8th grade students who have met the academic and behavioral standards set by the Board of Trustees. In order for a student to be eligible to participate in the graduation ceremony, each of the following must be met:

1. Students must not have more than one suspension for the entire year. If the one suspension was within 30 school days of the trip (or more if determined necessary by the principal), the student is automatically ineligible to participate in the trip.
2. Students must have no more than 2 citations. Bus citations and citations from the cafeteria count in this total.
3. Students who owe the school for lost or damaged property will not be eligible.
4. Students must not have been placed on independent study for disciplinary action, safety concerns, or other reasons which may cause a significant distraction or disruption to the event.
5. Students must not have missed more than ten (10) days of school, **excused or unexcused**, including suspensions (3 tardies equals one unexcused absence, and tardy or early departures greater than 30 minutes equals an absence). A parent or guardian may appeal the exclusion in extreme cases to the Superintendent in writing.
6. Students must maintain a cumulative GPA of 2.0 or better for all three trimesters.
7. Students must have a cumulative (average of all 3 trimesters) passing grade in all core subjects (ELA, Math, Science, Social Science, PE). Letter grade of a "D" is considered passing.
8. Any letter grade of a "F" will automatically disqualify a student from end of year trip and graduation.
9. Students must complete three (3) hours of approved community service (8th grade staff to pre-approve all community service activities).

Students who are exempted from participating in the graduation ceremony but who meet all academic requirements will receive a diploma.

If a student has not already been disqualified from the end of year trip/graduation during the first or second trimester, the final determination of eligibility during the third trimester for the trip will be on May 1, 2024, and 8th grade Graduation ceremony eligibility will be determined on May 15, 2024. These are tentative dates and may be adjusted if dates for events are changed for unforeseen reasons.

* Final determination will be determined by the administration, and reviewed by the Monson-Sultana School Board.

8th Grade Field Trip

Participation in the 8th grade trip is an earned privilege. The 8th grade field trip will be an overnight field trip to Sacramento and San Francisco during the month of May. Due to the nature of the trip, only students who meet the graduation ceremony requirements above will be permitted to take part. All nine (9) requirements listed above are required to participate in the 8th grade trip. This trip entails fundraising and is only possible with the efforts from ALL 8th grade students & their parents.

Final determination of eligibility to participate on the 8th grade trip will be made on May 1, 2024.

Transferring 8th Grade Students

All transfer students entering the school during 8th grade must meet with the superintendent and 8th grade teachers to determine what standards must be met. Newly enrolled students must be in attendance before the third trimester to be eligible for the end of year trip.

FAMILY LIFE EDUCATION, HEALTH, AND SEXUALLY TRANSMITTED DISEASE INSTRUCTION

The parent/guardian has the right to exempt his/her child from educational instruction in health, family life education, and sexually transmitted diseases whenever any part of that instruction conflicts with religious training, beliefs, or personal moral convictions.

The parent/guardian shall be notified in writing when the pupil is offered instruction in health, family life or sexually transmitted diseases at least 15 days prior to commencement of instruction. The parent/guardian has the right to inspect the course materials and the right to request in writing that his/her child not participate in the instruction. The written request is valid only for the school year submitted. Notice will not be given if a description or illustration of the human reproductive organs appears in a text in science or health courses when the texts have been adopted pursuant to law.

FIELD TRIPS

The number of parent volunteers/chaperones that can help supervise students on school field trips are limited by the number of seats available on a school bus. Ideally, the school would like to have the ratios of students to adults as follows, but sometimes limited space on the bus may reduce the number of adults selected:

Kindergarten chaperones:	1 per 3 students
1st – 3rd grade chaperones:	1 per 4 students
4th – 6th grade chaperones:	1 per 5 students
7th – 8th grade chaperones:	1 per 8 students

If there is no space on the school bus transporting students, parents may opt to drive their own vehicle to the location of the field trip. Students will still be required to ride the bus with their class if a parent drives their own vehicle. If a parent requests to transport their own child AFTER the field trip they may do so once they have signed their child out from the teacher. This releases the school from liability.

Annual field trips are taken by each class. Parent volunteers are sometimes needed to help chaperone the students on their field trips. Chaperones must be a parent, grandparent, or legal guardian. (Aunts, uncles, brothers, and sisters are not permitted to attend field trips).

Field Trips: (3 Categories Approved by the Board)

- All-day Trips – lunch is provided for students and staff only. Chaperones need to bring their own lunch and may store their lunches in the school ice chest during the day. Regular field trips shall be within a 50-mile radius. Cafeteria and transportation shall be notified at least one week in advance. **Each teacher is responsible for seeing that their yard duty schedule is covered.**
- Short Trips – return before lunch is over, there is no lunch provided during the trip.
- Student Funded Trips- SCICON (6th) and Sacramento (8th) are student-funded trips that are funded partially through fundraising activities.

FOOD SERVICE

Monson-Sultana School serves breakfast and lunch to all students under the National School Lunch Program, Provision 2. Under Provision 2, students are not charged for school meals.

In order to ensure a safe and orderly environment, the following rules apply to all students when eating in the cafeteria:

- Talk softly and enjoy yourselves, but you do not impose on others.
- Dispose of all sacks and paper from food items in the refuse containers.
- Absolutely no throwing of food or objects in the cafeteria.
- Students are not permitted to bring drinks other than water to school.
- Students should not bring outside food with them to school unless prior staff approval has been granted.
- Glass containers of any type are also not permitted anywhere on school grounds.
- Students may not leave the campus for lunch, unless they walk home for lunch and have a note from their parents giving them permission. Once they return from home, they will be expected to stay on campus.
- Detentions and Citations will be given for inappropriate behavior in the cafeteria.

Breakfast Program

Students may participate in the school's breakfast program if they so choose. Breakfast is served each morning from 7:45 – 8:15 a.m. All students qualify for a free breakfast.

Lunch

- A lunch program is provided for all students in grades TK-8.
- Milk for sack lunches will be available during lunch.
- Students with a sack lunch will eat with their class.

Adult Meal Prices

Adult meal prices: Lunch only $4.00 Milk: $.25

GRADES/PROGRESS REPORTING/ASSESSMENTS

A school term is composed of three trimesters. Report cards are sent home with each pupil at the end of each trimester. In addition to report cards, parent-teacher conferences are held twice per year. A pupil must be in the district at least five weeks before he/she can receive a report card.

Four weeks prior to the end of each grading period, teachers are responsible for sending a progress report to the parents of any student who is doing failing or near failing work. If parents have any questions regarding their child's grades or the grading system, please contact your child's teacher.

Grades for students in 6th-8th grade will be available for online access. Grades will be updated at least once every two weeks (1st and 3rd Wednesday of each month).

Report Cards/Progress Reports

Student report cards are issued on a trimester basis. Progress is reviewed during parent-teacher conferences at the beginning of the second and third trimesters. The parent-teacher conference is a well-designed intervention to allow for the parents' direct observation of students' work, attendance, and social behavior expectancies.

The report cards provide parents with an evaluation on how students are progressing in relationship to teacher expectations as well as how they are progressing in relation to the rest of the class and the grade level expectancies.

INDIVIDUAL INSTRUCTION FOR STUDENTS IN HOSPITAL OUTSIDE OF SCHOOL DISTRICT

A pupil, with a temporary disability, who is in a hospital or residential health facility, except a state hospital, shall be deemed to be a resident of the school district where the hospital is located. The parent/guardian has the primary responsibility to notify the school district in which the pupil with the temporary disability is to reside because of the

hospitalization. The resident school district will offer individualized instruction if the pupil qualifies unless the pupil's prior school district provides such individualized instruction.

HAZING (EDUCATION CODE 32051)

Monson-Sultana School is committed to protecting its students, employees and school guests from bullying or harassment of any type, for any reason. "Hazing" is a form of bullying done for the purpose of initiation or admission into, affiliation with, holding office in, or as a condition for, membership or acceptance, or continued membership or acceptance, in any school or school sponsored team, organization, program, or event.

No school employee, student, or guest, may engage in bullying or hazing: (1) on school property, (2) at a school related or sponsored event, (3) on a school bus, (4) at a school bus stop; or (5) while the school district employee or student is traveling to or from a location or event described above.

HEALTH/NURSING SERVICES

Communicable Disease Control

Pupils who have a communicable disease are not permitted to attend school. The school should be notified as soon as possible by parents. Pupils will be readmitted to school when the danger of communicating the disease to other students no longer exists.

Students who have been diagnosed with head lice and/or nits must return to school on the following day. A lice check will be performed on that student by the school nurse before he/she is allowed to return to class.
Students who have been diagnosed with pink eye, must see and receive treatment from a doctor. The student will not be allowed to return to school for twenty-four hours after treatment has been administered.

Immunizations

Every pupil below the age of 18 years is required by the California School Immunization Law to be up-to-date with their immunizations (shots) to attend school. Schools are required to enforce immunization requirements and maintain records. It is recommended, but not required, that 7th graders receive a TB booster if more than 5 years have passed since their last dose.

Beginning with the 2016-2017 school year, the only exemptions granted are for medical reasons. Exemptions must be in writing from a licensed physician.

First Aid and Illness

The nurse's office is located in the office building. If you are ill and need assistance, inform your teacher and receive a pass to the office. Students and their parents should keep teachers and the office staff informed of any special health matter concerning the student. Each student is expected to have a current emergency card on file. (It is very important that the school be notified of any changes to telephone numbers and contact names). Students may not leave the campus when ill without notification of a parent or guardian through the office.

Any campus injury should be reported to a teacher, who will be responsible for filling out an accident report and informing the superintendent.

Screenings

The school district is required to screen every 7th grade girl and 8th grade boy for scoliosis (curvature of the spine). The school nurse will screen all 7th and 8th grade students. The parent/guardian has the right to submit to the school a written request that the pupil not participate in the screening program.

The State of California mandates vision and hearing screening for students in Kindergarten or 1st, 2nd, 5th, and 8th grade students. All students enrolled in these grades and new students to the district will be screened by the school nurse. The

parent/guardian has the right to sign an affidavit of personal belief exemption his/her child from a physical examination, including vision, hearing, and scoliosis screening.

HOMELESS EDUCATION

If your family or the family of someone you know lives in any of the following situations they may be eligible for services and support from the U.S. Department of Education and the National Center for Homeless Education:

- Living in a shelter
- Living in a motel or campground due to lack of an alternative accommodation
- Living in a car, park, abandoned building, or bus/train station
- Doubled up with other people due to loss of housing or economic hardship

The State of California provides homeless children with the right to:

- Receive a free and appropriate education
- Enroll in school immediately, even if lacking documents normally required for enrollment
- Enroll in school and attend classes while the school gathers documentation
- Enroll in the local school or continue to attend their school of origin if that is feasible
- Receive transportation to and from the school of origin if requested
- Receive education services comparable to those provided to other students

HOMEWORK

Homework contributes toward building responsibility, self-discipline and lifelong learning habits. It is the intention of school staff to assign relevant, challenging and meaningful homework assignments that reinforce classroom learning objectives. Homework should provide students with the opportunity to apply information they have learned, complete unfinished class assignments, and develop independence. Homework grades are modified based on students' individual needs (i.e. IEP, 504 Plans).

Homework assignments include:

· Practice exercises to follow classroom instruction
· Preview assignments to prepare for subsequent lessons
· Extension assignments to transfer new skills or concepts to new situations
· Creative activities to integrate many skills toward the production of a response or product

Time

Actual time required to complete assignments will vary with each student's study habits and academic skills. If your child is spending an inordinate amount of time doing homework, you should contact your child's teacher. Students are encouraged to pursue non-assigned, independent, leisure reading.

Late Work Policies

Students are expected to turn work in on time. Students who turn in late assignments on a consistent basis will receive any of the following based upon individual teacher discretion or grade level policy.

· partial credit
· no credit
· missed reward activity

· communication with parents
· after school detention

Students who fail to return homework assignments and any other school related documents that are considered to be homework may receive a detention for not returning these items. (Example: handbook signature page, permission slips, fundraising slips etc.).

Students who are absent will have the same number of days to make up work that they were absent. For example, if a student is absent three days, they have three days upon their return to make up work without penalty.

INTEGRATED PEST MANAGEMENT (IPM)

The Healthy Schools Act of 2000 was signed into law in September 2000 and required that all schools provide parents or guardians of students with annual written notification of expected pesticide use on school sites.
This notification identifies the active ingredients in each pesticide product. The following pesticides may be utilized during the upcoming school year.

Name of Pesticide	Active Ingredient(s)
Siege	Hydramethylnon
Empire 20	Chlorpyrifos
Demon TC	Cypermethrin
Tempo 20 WP	Cyfluthrin
Dragnet FT	Pyrethrin
Roundup Ultra	Glyphosate

You can find more information regarding these pesticides and pesticide use reduction at the Department of Pesticide Regulation's Web site at **http://www.edpr.ca.gov** and click on the school IPM Program link.
Parents and guardians may request prior notification of individual pesticide applications at the school site. At the beginning of each school year, people listed on the registry will be notified at least 72 hours before pesticides are applied. If you would like to be notified every time we apply a pesticide, please contact the school at 559-591-1634 and your name will be added to the registry and you will be notified prior to pesticide application.

INTERNET USE POLICY

The Internet was developed as a research tool and it has the potential to be a tremendous resource for students and teachers at all levels. The use of an assigned account must be in support of educational research and within the objectives and goals of Monson-Sultana Joint Union Elementary School District. You must realize that you are personally responsible for this provision at all times when using the electronic information. The use of this information system is a privilege, not a right. Before using the Internet and other on-line resources, each student and their parent/guardian sign and return the Electronic Information Resource Contract. Failure to abide by all terms of the Acceptable Use Policy (AUP) will result in students' loss of technology privileges, and could warrant further disciplinary action depending on the seriousness of the offense.

LEAVING CAMPUS

Pupils are permitted to leave campus only upon the request of the parent or guardian for matters such as medical appointments, necessary trips with parents, etc. Medical appointments should be arranged after school hours when possible and other requests should be kept to a minimum. All students are to be signed in or out when arriving late or leaving school early.

LOST AND FOUND

If you lose an item, check with your teacher and he/she will assist. Students are urged not to bring valuables to school because of the possibility of losing them. Names should be marked on all articles of clothing and equipment.

MEDICATION WHILE IN SCHOOL

Medication can be given to students during the school day if it is necessary for them to attend school. Before administration of any prescribed medication is given to a student the district must have written authorization from the student's prescribing health care provider and from the student's parent/guardian initiating the request. Prescriptions are also required for over the counter medications, inhalers, nutritional supplements, and herbal remedies.

OFFICE CONDUCT

When a student has business in the office, he/she is expected to be courteous, quiet and take directions from the office staff. No student may come to the office without permission or direction from his/her teacher.
District policy forbids use of the office telephone except in an emergency. All business pertaining to students should be conducted before school starts, if possible.

PETS AND ANIMALS

It is against school rules to have animals at school (mice, rats, snakes, etc.) unless they are part of a class experiment or activity or project, which must first be arranged with the Superintendent and teacher prior to any such activity. Absolutely no animals may be transported on the bus. **Dogs are not allowed on campus at any time**.

Please ensure that your pets do not follow students to school if they walk or ride bikes. Repeated violations would necessitate calling the animal shelter. We are never sure how an animal would react in a given situation; for the safety of the children, please keep animals at home.

PHYSICAL AND DENTAL EXAMINATIONS

All kindergarten students are required to have an oral health exam provided by a dentist or an exam waiver on file at school. State law requires that the parent/guardian of a pupil entering the 1st grade must submit to the school written proof that his/her child had a physical examination within the time period of 18 months prior to entry and 90 days after entry into the 1st grade.

PICTURES AND PHOTOGRAPHY

Individual pictures of all pupils will be taken twice during the school year, in the fall and later in the spring. Students may bring cameras to school only when given permission by their teacher for special occasions.

PLAYGROUND

Students are to use playgrounds in areas assigned for their grade level, and are expected to play without being too rough (wrestling, piling on, fighting, or any activity that might lead to an injury). Never throw anything! Students who are observed out of their assigned playground area will receive detention. Hanging on basketball rims or nets may result in a citation.

SCHOOL ATTENDANCE REVIEW BOARD (SARB) **NEW section- PLEASE be advised**

School Attendance Review Board (SARB) identifies attendance/behavioral patterns of students which the school works collaboratively with parents/guardians and available school and community resources to solve school attendance issues and behavior problems through the use of the SARB process.

SARB Letter #1

The parents are to be notified by mail or given written notice in-person of their child's truant status. A conference with the parent will be offered at this time to discuss solutions to the truancy problem (E.C. 48260.5). This notice of truancy originated by the school site and is considered the first notification of truancy.

- 3 Truant Events (unexcused tardies of excess of 30-minutes and/or unexcused/unverified absences)
- 5 Excused Events
- Or any combination thereof

Contact with School Official and Parent(s)/Guardian:

After the first truancy notification has been printed and mailed, a conference with school officials and the parent(s)/guardians will be conducted via telephone or in-person.
At this meeting, school officials will discuss the current attendance record of the pupil.

SARB Letter #2

A second letter of truancy will be mailed or given in-person to the parent of the pupil who has been absent or tardy in the excess of 30-minutes from school without valid excuse on one or more days after being recognized as a truant (E.C. 48261). At this time a parent conference must be scheduled. The school's efforts to resolve the attendance problem will include contact with the parent(s) through letters, phone calls, home visits, conferences, and/or a school attendance meeting. Directives will be reviewed and signed.

- A total of 5+ Truant Events (unexcused tardies of excess of 30-minutes and/or unexcused/unverified absences).
- A total of 9+ Excused Events
- Or any combination thereof

SARB Conference with School Official and Parent(s)/Guardian:

After the second truancy notification has been printed and mailed, a conference with school officials and the parent(s)/guardians will be scheduled.
At this meeting, school officials will discuss the current attendance record of the pupil.

SARB Letter #3

Should the attendance problem persist in that another unexcused/unverified absence or truant tardy in excess of 30-minutes has occurred, a **third notice** or **habitual tardy notice** will be mailed **via certified mail** to the parent(s)/guardians (E.C. 48262).

- Additional unexcused or unverified absence, or
- 10% of the school year missed (combination of excused and unexcused absences)
- Additional Truant Event

SARB Hearing

After the third SARB letter is sent via certified mail, the school will schedule the student for a SARB hearing at the school.

- All involved parties will be notified regarding the time/date of SARB hearings.
- SARB packets will be provided for panel members (school official, SRO, attorney, administrative assistant/interpreter).
- Packets are to include: pupil's attendance to-date, demographic information, and any other pertinent information the school thinks is relevant to the SARB process (discipline report, if applicable/ doctor notes).

CARB Referral Process

After the student has been placed on a SARB contract, the school may make a request to CARB when the contract is broken. The CARB request with current attendance attached will be submitted to school officials.

Additional information detailing the SARB process will be provided separately in a mailer. Please be advised.

SCHOOL ACCOUNTABILITY REPORT CARD (SARC)

Since November 1988, state law has required all public schools receiving state funding to prepare and distribute a SARC. The purpose of the report card is to provide parents and the community with important information about each public

school. A SARC can be an effective way for a school to report on its progress in achieving goals. The public may also use a SARC to evaluate and compare schools on a variety of indicators. The profile usually summarizes the school's mission, goals, and accomplishments. State law requires that the SARC contain all of the following:

- Demographic data
- School safety and climate for learning information
- Academic data

- School completion rates
- Class sizes
- Teacher and staff information
- Curriculum and instruction descriptions
- Postsecondary preparation information
- Fiscal and expenditure data

The most recent SARC for Monson-Sultana School can be viewed on the school's webpage (www.msschool.org). Parents may also request a printed copy in the school office.

SCHOOL HOURS

Students are not to be on school grounds before 7:45 a.m. There is no adult supervision until that time. Once school lets out, students are not to come back to school until after 4:30 p.m. Students are not permitted to attend after school athletic contests unless they are supervised by their parent/guardian. Students are not permitted in the 6th-7th-8th grade classroom area until after the 8:05 a.m. bell rings.

SCHOOL ROMANCE/PUBLIC DISPLAYS OF AFFECTION

School is not the place for young people to openly display their affections for each other. Hand holding, embracing, or any other physical display of affection is not permitted and may result in disciplinary action.

SCICON

As part of the Monson-Sultana School District instructional program, 6th grade students participate in an outdoor education program offered by the Tulare County Office of Education at the Clemmie Gill School of Science and Conservation (SCICON), located eight miles north of Springville on Bear Creek Road at an elevation of 2,300 feet

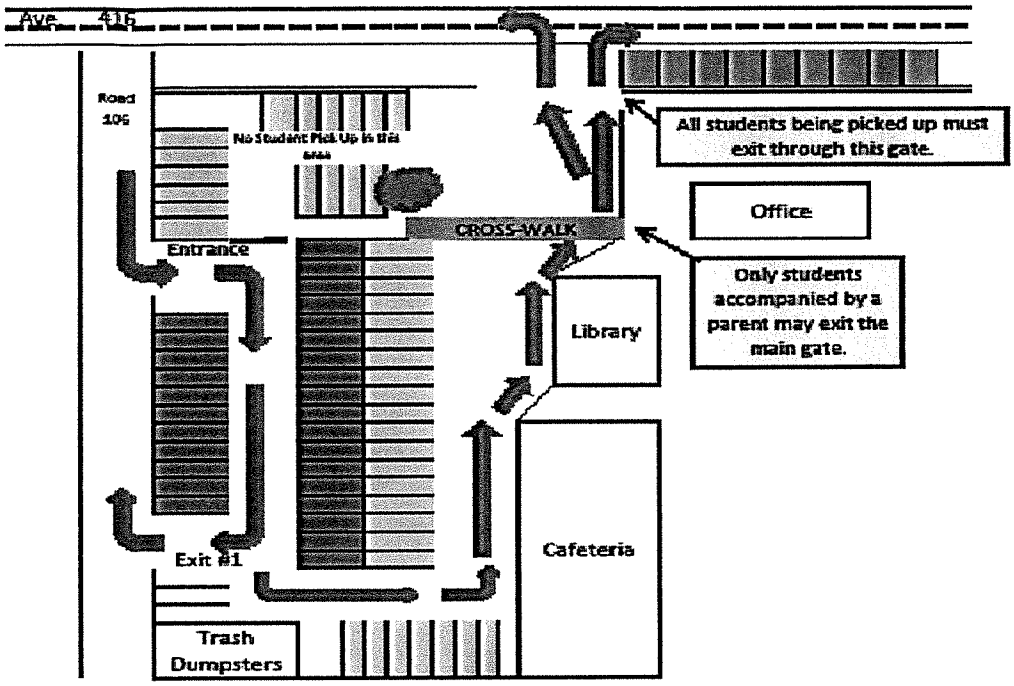
The curriculum for this program includes hiking, physical education, conservation, ecology, geology, California history, and the experience of meeting other students from other schools. The week at camp provides a practical laboratory for such experiences. Before the program, students participate in a week of culminating activities in their own classroom. Therefore, this is an integral part of our social science and science curriculum for our students.

STUDENT DROP-OFF AND PICK-UP

Safety of our students, parents, and staff is the primary concern when it comes to traffic flow in and around our school. Traffic in the parking lot can become very congested, especially after school, which leads to situations in which students are exposed to dangerous situations. In an effort to create a safe and more orderly traffic flow through the parking lot during the after-school pick-up period, the following procedures have been adopted:

- The exit gate near the dumpsters allow parents who park and come on campus to pick up their child to exit the parking lot without traveling through the congested traffic area near the main gate (see the red arrows on the map that follows). These parents should park in the red parking spaces to allow easy access to the new exit (exit #1 on the map).
- A cross walk that extends from the main gate to the area under the large tree in the parking lot allows parents and their children to cross the parking lot safely.
- Parents who wish to remain in their cars and pick up their child should get in the pick-up line (green arrows on the map) and continue to pull forward until they reach the area where students are to be picked up. Students who are being picked up will only be allowed to exit through the gate at the end of the pick-up lane (near the blue parking spaces on the map).

Student Drop-off and Pick-Up Procedures



	Parents may park in red spaces and come on campus to pick up their children. They must return to their car via the orange cross-walk. They may exit the parking lot at the gate near the dumpsters.
	Parents may park in the blue colored spaces and wait until their child comes to the car.
	Parents staying in their cars to pick up children must merge into either the west exit lane or the east exit lane. You should pull all the way to the north filling in empty spaces until your child exits the gate. Do not leave your vehicle.
	Yellow areas are for staff parking and should not be used for student drop off or pick up.

The primary reason for these procedures is to ensure the safety of your children. The parking lot area often becomes congested during drop-off and pick-up times and we encourage you to follow these directions and those of school personnel directing traffic in the parking lot to make certain that every child stays safe.

STUDENT RECORDS

Pupil records maintained by the Monson-Sultana School District consist of personal identifying information, subjects taken, grades received, standardized test results, attendance record, and health record. Pupil records are maintained at each school the pupil attends. The school principal and staff are responsible for maintaining each type of pupil record and the information contained therein.

Pupil records are accessible only to parents or legal guardians; a pupil 16 years or older, or who has completed the 10th grade; or school personnel who have a legitimate educational interest in the pupil. Parents/guardians have a right to revise and challenge the contents of their child's records. Copies of the pupil record may be obtained by the

parent/guardian.

SUBSTITUTE TEACHERS

Our school is fortunate to have highly qualified substitutes to help us whenever our regular teachers are ill or are attending conferences. A substitute teacher is an important visitor whose impressions of the school will be carried into the community.

Let us be certain that these are good impressions by being polite, helpful and considerate, as you would be to your regular teacher. Disrespect for substitute teachers will not be tolerated and students will be referred to the principal for disciplinary action.

TELEPHONE

The office telephone may be used by pupils only with the permission of the office staff in addition to a teacher's permission slip. Pupils may use the phone only in the event of an emergency. Pupils will not be called out of class to receive a telephone call.

TEXTBOOKS AND LIBRARY BOOKS

Although all textbooks and library books are furnished free of charge, pupils are required to pay for loss or damage beyond normal wear. If students withdraw prior to the end of the year they must return all library and textbooks or pay the appropriate replacement cost.

TITLE I PARENT INVOLVEMENT POLICY & FAMILY AND SCHOOL COMPACT

Whereas the Monson-Sultana School community recognizes:

- That there is a continuing need to increase the involvement of parents in school-wide activities.
- That parents need information regarding how children grow and develop.
- That there is need for effective home-school communication,

Be it resolved that the Monson-Sultana Elementary School community:

- Will comply with Monson-Sultana School District Title I Board policy 61714, Administrative Regulations.
- Will encourage parent involvement in all school programs and activities.
- Will offer parent information on how children grow, develop, and learn through a variety of planned activities.
- Will offer parent training in helping so they help students review and practice skills learned during the school day.
- Will inform parents regarding all supplemental and district funded programs.
- Will arrange for parents to observe classroom instruction and to volunteer their assistance at school.
- Will involve parent advisory groups in the governance of categorical and other school programs and development of the school plan.
- Will support the attendance by parent advisory members and other parents in parent education conferences and workshops.
- Will implement a Title I "Parent School Compact" program which includes an annual Title I parent information meeting.
- Will conduct a Title I School-Wide Program Evaluation as a part of its Annual School Program Evaluation.
- Will be given an opportunity to comment on the contents of the school plan.

Monson-Sultana Joint Union Elementary School District
School-Parent-Student Compact 2023-2024

The staff, students, and parents of the Monson-Sultana School community, agree that this compact outlines how the parents, the entire school staff, and the students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership that will help children strive to achieve at the highest standard.

School Responsibilities

The Monson-Sultana Staff will:

- Provide high-quality curriculum and instruction in a supportive and effective learning environment that supports children in meeting the state's student academic achievement standards.
- Provide parents with frequent reports on their children's academic and behavioral progress. In each classroom we will provide progress reports through Parent/Teacher conferences, samples of student work, updates on reading, writing and math assessments. We will initiate a parent contact at the first signs of a pattern of behavior that interferes with student learning.
- Set high expectations for staff, students and parents by ensuring challenging curriculum, implementing programs targeted at increasing student achievement and committing to recruit, retain, and train qualified staff. Also, highlight/prepare ways that the parent can advance the learning environment at home.
- Provide parents opportunities to volunteer and participate in their child's class, and to observe classroom activities, as appropriate.
- Provide parents reasonable access to staff.

Parent Responsibilities

We, as parents, will support our children's learning in the following ways:

- Establish routines to support my child's success in school:
    - appropriate bedtime
    - monitor attendance
    - homework & reading
    - nutrition
    - grooming & hygiene
- Communicate the significance of success in school & its relationship with success in life.
- Volunteer time to the school during the school year.
- Ensure that my child attends school on a regular basis and arrives at school on time.
- Make sure that my child's homework is completed and returned to school on time.
- Stay informed about my child's education and communicate with the school by promptly responding to all notices received from the school district.

Student Responsibilities

We, as students, will share the responsibility to improve our academic achievement and strive to achieve at the highest standard. Specifically we will:

- Attend school regularly and arrive at school on time
- Complete all daily homework and return it to school on time.
- Model the schoolwide expectations for behavior.
- Be an active participant in school activities.

Parent Signature	Student Signature	Teacher Signature

UNPAID BILLS

Students who owe money to the school may lose privileges such as graduation, field trips and special activities. Diplomas and report cards will be held until all debts are cleared. (Bills may accrue each year and must be paid prior to graduation).

VIDEO SURVEILLANCE

The Monson-Sultana School District is committed to nurturing a safe, caring and positive environment. Consequently, the safety and well-being of students and staff while on district property and attending district functions and the protection of district property are important functions of the school district. The monitoring of individuals who enter upon the school grounds or school property is a significant factor in maintaining order and discipline and in protecting students, staff, and visitors on district property. The district recognizes the value of video surveillance systems and monitoring activity on school property or on school grounds, and its use in the maintenance of order and discipline within the school settings. Accordingly, the Board authorizes the use of video surveillance practices, in accordance with the guidelines established within the Board Policy.

VISITORS

Student visitors (cousins, younger brothers, sisters, other relatives, or friends) are **not permitted**. Any person coming onto the school grounds during school hours must first report to the office to secure permission to be on the grounds and/or to conduct any business and/or to see any teacher or student. This law applies to any person, parent, student, salesperson, or police officer.

WITHDRAWAL FROM SCHOOL

If it becomes necessary for a student to transfer to another school before the end of the year, please notify the office and his/her teacher. The student must then return all school property, including textbooks and library books. If textbooks or library books are not returned, parents will be charged the replacement cost for those items. Any other outstanding fines or fees must also be paid; the student's school records will be forwarded upon request to the new school. School records include health records, personal date, and report cards. At no time will report cards be given out prior to the day indicated on the school calendar. All fourth quarter report cards will be given out on the last day of school.

MONSON-SULTANA SCHOOL DISTRICT
Electronic Information Resource Contract

We are pleased to announce that Internet Services are now available to students and teachers in our district. Monson-Sultana School District strongly believes in the educational value of such learning in our district. Our goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation, and communication. Monson-Sultana School District will make every effort to protect students and teachers from any misuses or abuses as a result of their experiences with the internet. All users must be continuously on guard to avoid inappropriate and illegal interaction with the internet. **Please read this document carefully.** When signed by you and, of appropriate, your guardian/parent, it becomes a legally binding contract. We must have your initials where indicated and your signature and that of your guardian/parent before we can provide you with access to the internet. Listed below are the provisions of this contract. If any user violates these provisions, access to the internet may be denied and you may be subject to disciplinary action.

Terms and Conditions of this Contract

Personal Responsibility. I understand that I may only access the Internet with a school staff member in the room. As a representative of this school, I will accept personal responsibility for reporting any misuse of the computer network I am aware of to the system administrator. Misuse can come in many forms, but it is commonly viewed as any message(s) sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, and other issues described below. All the rules of conduct described in the District publication entitled "Monson-Sultana School Parent/Teacher/Student Handbook" apply when you are on the network.

I have read and understand this provision. Initial _____

1. **Acceptable Use.** My use of the internet must be in support of education and research and with the educational goals and objectives of the Monson-Sultana School District (these may be found in the District document entitled "Grade Level Expectancies and Standards"). I am personally responsible for this provision at all times when using the electronic information service.
   a. Use of other organization's networks or computing resources must comply with rules appropriate to the network.
   b. Transmission of any material in violation of any United States or other state organizations is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secrets.
   c. Use of commercial activities by for-profit institutions is generally not acceptable.
   d. Use of the product advertisement of political lobbying is also prohibited. I am aware that the inappropriate use of electronic information resources can be a violation of local, state, and federal laws and that I can be prosecuted for violating those laws.

I have read and understand this provision. Initial _____

2. **Privileges.** The use of the internet is a privilege, not a right, and inappropriate use may result in a cancellation of those privileges. Each person who receives Internet access will participate in an orientation with a Monson-Sultana School District faculty member as to proper behavior and use of the computer network. The school board and the district office will decide what appropriate use is and their decision is final. The system administrator may restrict Internet access at any time deemed necessary. The administrator, staff, or faculty of Monson-Sultana School District may require the system administrator to deny, revoke, or suspend a student's Internet access.

I have read and understand this provision. Initial _____

3. **Network Etiquette and Privacy.** You are expected to abide by the generally accepted rules of computer network etiquette. These rules include but are not limited to the following:
   a. BE POLITE. Never send, or encourage others to send abusive messages.
   b. USE APPROPRIATE LANGUAGE. Remember that you are representative of our school and district on a non-private system. What you say and do can be viewed globally! Never swear, use vulgarities, or any other inappropriate language. Illegal activities of any kind are strictly forbidden.
   c. PRIVACY. Do not reveal your last name, home address, phone number or address and phone numbers of students or colleagues.
   d. ELECTRONIC MAIL. Electronic mail (e-mail) is not guaranteed to be private. Messages relating to or in support of illegal activities must be reported to the authorities.
   e. DISRUPTIONS. Do not use the computer network in any way that would disrupt use of the network by others.
   f. OTHER CONSIDERATIONS:
      -Do be brief. Fewer people will bother to read a long message
      -Do minimize spelling errors and make sure your message is easy to understand and read.
      -Do use accurate and descriptive titles for your articles. Tell people what it is about before they read it.
      -Do address the most appropriate audience for your message, not the widest.
      -Do remember that humor and satire is very often misinterpreted.
      -Do remember that if you post a message to multiple groups, specify all groups, in a single message.
      -Do cite references for any facts you present.
      -Do forgive the spelling and grammar errors of others.
      -Do keep signatures brief.
      -Do remember that all network users are human beings. Don't "attack" correspondents: persuade them with facts.

-Do post messages only to groups you know.

I have read and understand this provision. Initial _____

4. **Services.** Monson-Sultana School District makes no warranties of any kind, whether expressed or implied, for the service it is providing. Monson-Sultana School District will not be responsible for any damages suffered while on this system. These damages include loss of data as a result of delays, non-deliveries, misdeliveries, or service interruptions caused by the system or your errors or omissions. Use of any information obtained via the information system is at your own risk. Monson-Sultana School District specifically disclaims any responsibility for the accuracy of information obtained through its Internet services.

I have read and understand this provision. Initial _____

5. **Security.** Security on any computer system is a high priority because there are so many users. If you identify a security problem, notify the system administrator or your teacher at once.
Never demonstrate the problem, notify the system administrator or your teacher at once. This includes, but is not limited to, the uploading or creation of computer viruses. Any vandalism will result in the loss of computer services, disciplinary action, and legal referral.

I have read and understand this provision. Initial _____

6. **Vandalism.** Vandalism is defined as any malicious attempt to harm or destroy hardware or date of the school district, another user, or any other agencies or networks that are connected to the system. This includes, but is not limited to, the uploading or creation of computer viruses. Any vandalism will result in the loss of computer services, disciplinary action, and legal referral.

I have read and understand this provision. Initial _____

7. **Updating.** The information service may occasionally require new registration and account information from you to continue network and internet service. You must notify the information system (through your teacher) of any changes in your account information.

I have read and understand this provision. Initial _____

Required Signatures

STUDENT: I understand and will abide by the provisions and conditions of this contract. I understand that any violation of the above provisions may result in disciplinary action, the revoking of my user account, and appropriate legal action. I also agree to report any misuse of the information system to the "Monson-Sultana School Parent/Teacher/Student Handbook" which apply when I am on the computer network.

Student Name (please print): _____

Signature: _____ **Date** _____

PARENT OR GUARDIAN: (Students must also have the signature of a parent or guardian who has read this contract.) As the parent or guardian of this student, I have read this contract and understand that it is designed for educational purposes. I understand it is impossible for Monson-Sultana School District to restrict access to all controversial materials, and I will not hold the District responsible for materials acquired on the network.

I also agree to report any misuse of the information system to the Monson-Sultana School District system administrator. Misuse can come in many forms, but can be viewed as any messages sent or described above. I accept full responsibility for the supervision if any when my child's use is not in a school setting.

I hereby give my permission to issue an account for my child and certify that the information contained on this form is correct. I acknowledge that I have received a copy of this contract for my records.

Parent or Guardian Name (please print): _____

Signature: _____ **Date** _____

SPONSORING TEACHER: I have read this contract and agree to promote this agreement with the student. As the sponsoring teacher, I agree to instruct the student on acceptable use of the computer network and proper network etiquette. I also agree to report any misuse of the information system to the Monson-Sultana School District system administrator. Misuse can come in many forma, but can be viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, and other described above.

Teacher's Name (please print): _____

WILLIAMS UNIFORM COMPLAINT PROCEDURES

The Governing board recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures.

The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 1135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (5CCR 4610)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to health or safety of students or staff, and teacher vacancies and mis-assignments shall be investigated pursuant to the district's Williams Uniform Complaint Procedure (AR 1312.4)

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board acknowledges and respects every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process.

This may include keeping the identity of the complainant confidential, as appropriated and except to the extent necessary to carry out the investigation or proceedings, as determined by the superintendent or designee, on the case-by-case basis.

The Board prohibits any form of retaliation against any complainants in the complaint process, including but not limited to a complainant's filing of complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in dispute. In accordance with uniform complaint, agree to try resolving their problem through mediation the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

WILLIAMS UNIFORM COMPLAINT PROCEDURES
NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Education Code 35186 requires that the following notice be posted in each classroom:

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each student, including English learners, must have a textbook or instruction material, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair. Good repair means that the facility is maintained in a manner that assures that it is clean, safe, and functional as determined by the Office of Public School Construction.
3. There should be no teacher vacancies or mis-assignments as defined in Education Code 35186(h) (2) and (3).

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

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

4. To file a complaint regarding any of the above matters, complaint forms can be obtained at the principal's office or the district office, or can be downloaded from the school districts or California Department of Education website.

(This is a sample form for your information)

Monson-Sultana School District Uniform Complaint Procedure Form For Education Code Section 35186 Complaints

Education Code Section 35186 created a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or mis-assignment.

The complaint and response or public documents as provided by statute. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the following contact information.

Response requested: ___Yes ___ No

Name: _____ Address: _____

Phone Number: Day: _____ Evening: _____

Issue of complaint (please check all that apply):

1. **Textbooks and Instructional Materials**

- ☐ A pupil, including an English learner, does not have standards-aligned textbook or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.
- ☐ A pupil does not have access to textbooks or instructional materials to use at home or after school.
- ☐ Textbooks or instructional materials are in poor unusable condition, have missing pages, or are unreadable due to damage.
- ☐ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. **Facility Conditions**

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

3. **Teacher Vacancy or Misassignment**

- ☐ Teacher vacancy: a semester begins and a teacher vacancy exists.
  (A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position if for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.)
- ☐ Teacher misassignment: a teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent of English Learner pupils in the class.
- ☐ Teacher misassignment: a teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Date of Problem: _____

Location of Problem (School Name, Address, and Room Number or Location):

_____

Course or Grade Level and Teacher Name: _____

Please describe the issue of your complaint in detail. Attach additional pages if necessary to fully describe the situation.

_____

_____

Please file this complaint at the following location: **Monson-Sultana School District, 10643 Ave 416, Sultana, CA 93666 (Attn: Chris Meyer)**

(This is a sample form for your information)

MONSON-SULTANA SCHOOL
PHOTO OR PUBLICITY RELEASE

Monson-Sultana School occasionally releases photos or newspaper articles which publicize school activities or accomplishments.

You have the right to request that you and/or your child's name or photograph not be included as part of any publicity.

Please indicate below if you give permission for inclusion of your child's and/or your name or photograph as part of any publicity.

Yes, I give permission to Monson-Sultana School to use my child's and/or my name and photograph to publicize the school.

No, I do not want my child and/or myself to be included in publicity for Monson-Sultana School.

Student Name (Print): _____

Parent Name (Print): _____

Parent Signature: _____

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary
July 25, 2023

AGENDA SECTION: CONSENT

AGENDA ITEM: 9.3 STAFF HANDBOOKS 2023-2024

ATTACHMENTS: CERTIFICATED HANDBOOK 2023-2024
CLASSIFIED HANDBOOK 2023-2024

DISCUSSION:

The Certificated and Classified Employee Handbooks have been updated and revised for the Board's approval for the 2023-2024 school year. Changes to handbooks are minor as negotiations continue to be ongoing with our MSAT and classified unit.

RECOMMENDATION: **The Superintendent recommends that the Board APPROVE the 2023-2024 Certificated and Classified Handbooks.**

PROPOSED ACTION: **APPROVE**



HANDBOOK

For

CERTIFICATED PERSONNEL

2023-2024

Board Approved
July 25, 2023

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Introduction

The Monson-Sultana Joint Elementary Unified School District (MSJEUSD) is governed by a five member Board of Trustees. The Superintendent/Principal is responsible for the overall administration of the school in accordance with state and federal law and the implementation of District policies. An employee of MSJUESD can expect a fair and equitable salary, competitive benefits and the opportunity to be a part of the best that public education has to offer. We are pleased to have you as a member of our team and hope that you find that the satisfaction gained from doing your job matches the effort you put into your work.

This Certificated Employee Handbook has been written to provide information and guidance to Monson-Sultana's teachers. The District expressly reserves the right to change, add or delete any of the provisions in this handbook at any time. Moreover, given the reality of a complex, ever-evolving organization, the information in this handbook is not all-inclusive. The Certificated Handbook is not a contract. This handbook is provided to assist teachers in dealing with the day-to-day operations of the school. ***It is crucial that all teachers read the handbook thoroughly and become familiar with its contents. You will be responsible for enforcing and following the policies contained in this handbook. All items in green text appear in this handbook for the first time.***

It is likely that as events occur over the course of the school year that additions to the handbook will become necessary. It is also likely that many of the policies and procedures that are set forth in the handbook will change over time. Pay particular attention to the wording of policies. Statements such as "teachers must", "teachers are required to", or "teachers will" indicate actions that are mandatory. This is a quick reference guide. As with all things, when you have questions or concerns you should always check with the principal.

Employee Expectations & Responsibilities

Staff Expectations

All employees are expected to demonstrate a professional, cooperative, knowledgeable and courteous demeanor in all interactions with students, parents, colleagues and members of the community. Work attire should reflect the professional responsibilities of an employee's position, exhibiting concern for safety, hygiene, neatness, cleanliness and projecting positive role models for students enrolled at Monson-Sultana School.

At a minimum, it is expected that all employees will follow general and specific work and employment guidelines, carry out instructions and directions appropriately issued by supervisors or administrators and perform job responsibilities in a satisfactory manner. Employees are expected to be regular in attendance, arriving on time and adhering to designated starting and ending times for work, breaks, lunch, prep periods, etc. Employees are advised that supplies, equipment and services (including Internet access and fax machines) are for professional use. Excessive use of supplies, services or equipment for personal reasons are not allowed. Inappropriate use of equipment, supplies or services including electronic access may result in disciplinary action.

Teachers will;

1. Provide a safe, orderly, and caring classroom environment conducive to learning.
2. Put student and staff safety above all else.
3. Be on time getting to school, getting to meetings and collaboration sessions, and getting to assigned student supervision duty.
4. Establish two-way communication with families about student progress and discipline issues.
5. Treat students, staff, and parents with dignity and respect at all times. At no time should teachers use excessively loud voices, sarcasm, profanity, or name calling toward students.
6. Utilize common sense and good judgment. Teachers will not put their hands on students except to prevent imminent injury. Under no circumstances should teachers engage in horseplay or rough-housing with students.
7. Maintain a positive attitude. Negative attitudes create a caustic school environment and create barriers to student achievement.
8. Follow all state and federal laws in addition to school and district policies.

Accidents
All accidents will be reported immediately to the nurse and secretary. Accident report forms are located in the nurse's office. Fill out the Accident Report immediately after the accident. The nurse/health services aide will submit all accident reports to the principal who will determine what if any further action is necessary.

Accountability for Student Attendance
Teachers have a legal responsibility to maintain accurate, current daily attendance records. It is extremely important that you discharge the responsibility efficiently since this report serves as a basis for computing daily attendance figures. It is imperative that you enter attendance accurately and on time. You are also responsible for the safekeeping of these records.

Attendance and Absences, Teachers
Good teacher attendance is vital to the smooth operation of any school. Research shows that three days of instruction are affected by one day of a teacher's absence. If you must be absent from school for any reason, it is your responsibility to call Jackie (559-356-2527) BEFORE 6:00 a.m., and enter your absence onto the new Frontline Attendance Management system. Employees shall notify the district of their need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall again notify the district of the need for a substitute. If the duration of absence is unknown or becomes shorter than estimated, the employee shall notify the district of his/her intent to return by at least 4 p.m. of the working day preceding the day he/she returns.

Emergency plans should include a schedule of your classes, seating charts, procedures for taking attendance, etc. Develop your substitute plan as though you were entering the classroom for the first time. You need to make plans ahead of time if you know that you will be absent for personal, in-service, jury duty, or other approved leaves; Teachers should try to schedule dental/medical appointments outside the school day when possible. Teachers who leave for a portion of their work day are required to submit a Leave of Absence form to the office upon their return to school. More information is available in the "Notification" section of "Leaves" on page 14.

The Governing Board has set aside time for teachers to collaborate and participate in staff development on a weekly basis through early release Mondays. Teachers shall attend all such scheduled meetings and should not schedule appointments during these times.

Anti-Harassment and Sexual Harassment Policy
Monson-Sultana School seeks to promote a workplace and educational environment that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. The MSJUESD will not tolerate harassing conduct that affects employment or educational conditions, that interferes unreasonably with an individual's work performance or that creates an intimidating, hostile or offensive work or school environment. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated.

Harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law. Harassment includes, but is not limited to, display or circulation of written materials or pictures that are degrading to a person or group described above; or verbal abuse or insults about, directed at, or made in the presence of an individual or group described above. Sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when submission to or rejection of such advances, requests or conduct are made either explicitly or implicitly a term or condition of employment, academic standing, school-related opportunities or as a basis for employment decisions or such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's academic or work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment. All reports of harassment, sexual or otherwise, will be investigated promptly in a confidential manner and disciplinary action taken as appropriate.

Maintaining a professional workplace atmosphere is a goal the district strives to maintain at all times. With this in mind, the district discourages romantic relationships in the workplace. In addition, romantic relationships between employees and direct supervisors are prohibited.

All certificated employees are responsible for completing the Keenan Safe Schools training on sexual harassment within 30 school days of the first day of school. You should print out the certificate for the training and turn it in to the Superintendent/Principal for signature.

Cellular Phone Use
Teachers will not use cellular phones to talk or send text messages during class time or while directly supervising students. The use of cell phones during break time, lunch, prep periods, etc. is authorized.

Child Abuse Reporting
The California Child Abuse Reporting Law is found in Penal Code Sections 11165-11174.3. As a "Mandated Reporter" all teachers must become familiar with the reporting requirements as they are set forth in the Penal Code (PC). Under this law, when the victim is a child (a person under the age of 18), the following types of abuse ***MUST BE REPORTED***:

a. Physical injury inflicted by other than accidental means.
b. Sexual abuse which includes sexual assault, and providing pornography to minors.
c. Willful cruelty or unjustified punishment.
d Unlawful corporal punishment or injury resulting in a traumatic condition.
e. Neglect of a child to include acts of omission harming or threatening a child's health.

CPS Reporting Forms may be found online on the "MS Staff Shared Folder". **Print and complete the form before calling CPS. Be sure to record the name of the person you speak to on the form**. Submit form to the office after completing the reporting of the incident.

The report must be made to the county welfare department by phone immediately (1-800-331-1585) and a written report must be submitted within 36 hours and then mailed to:

Child Welfare Services
1066 N. Alta Ave.
Dinuba, CA 93279

Liability for failure to report by a Mandated Reporter is a misdemeanor punishable by up to 6 months in jail and/or a $1000 fine. **Educators risk losing their credential for failing to report as well as the possibility of being found civilly liable for damages if the child is further victimized. Contact the principal for assistance with reporting or when in doubt.** Board Policy 5141.4(a) sets forth District Policy on Child Abuse Reporting.

All certificated employees are responsible for completing the Keenan Safe Schools training on child abuse reporting within 30 school days of the first day of school. You should print out the certificate for the training and turn it in to the Superintendent/Principal for signature.

Classroom Environment & Safety
Teachers should take an active role in general housekeeping duties in their classrooms. Students should not be dismissed until they have picked up excess paper/trash from the floor. Before leaving your room for the day, teachers will close windows, turn off classroom lights, turn off all electronic equipment, and lock the door. Students who abuse school property (writing on walls, desks, etc.) should be assigned an appropriate consequence (cleaning the walls, desks, etc., after class). Habitual offenders should be referred to the principal.

Fire code regulations prohibit flammable objects from covering more than 25% of classroom walls. Paper is to be a minimum of 18" from the ceiling and 18" from the floor and cannot cover windows, electrical outlets, light switches, or safety equipment. Electrical cords cannot be within 24" of sinks. Photos printed on photographic paper release toxic chemicals when they burn and should not completely cover walls, windows or doors. Furniture must not block access to fire extinguishers or evacuation routes and the evacuation map must be posted prominently near the door of each classroom.

Classroom Management
Research has shown that the majority of behavioral issues in the classroom are the result of a lack of effective classroom routines, rules, and procedures. Teachers who have well thought out procedures, routines, and rules not only have better behaved students, but also have higher achieving students. As such, all teachers are expected to have clearly defined rules, routines, and procedures clearly visible in their classrooms. In addition, teachers will schedule adequate time over the first few weeks of each trimester to teach and re-teach these procedures to students. Make sure that your students and parents have a copy of your plan and you have evidence that they have received it.

Teachers are expected to handle routine classroom management problems and strive to eliminate conflicts that escalate and end up resulting in much more serious behavior issues than necessary. For example, a student who reports to class

without a pencil is asked where his pencil is. He responds that he doesn't have one and the teacher begins reminding him of the rule/procedure requiring him to have one. He begins to argue with the teacher and eventually gets disrespectful resulting in an office referral for disrespect. When the student is asked why he is in the office, he says, "I forgot my pencil". Had the teacher had a procedure in place for students who do not bring a pencil (i.e., "Students who do not bring a pencil will be required to get one out of the broken pencil can by the pencil sharpener") this incident would not have escalated into a more serious offense. Having a procedure in place will often eliminate the possibility of a confrontation that takes away from the lesson and typically results in increasing levels of disciplinary action.

Confidentiality

As an employee of Monson-Sultana School, you may have access to confidential, protected or privileged information. It is expected that employees will protect others' rights to privacy by not releasing such information to unauthorized individuals. Treat all school documents (discipline referrals, attendance and absentee sheets, report cards, progress reports, court orders, etc.) as confidential. At no time should these documents be accessible to students or unauthorized personnel. Secure all school related documents in a locking drawer or cabinet when not in use. Remember to turn your computer off when you are not in the classroom to prohibit students or other unauthorized personnel from accessing files. Failure to do so may result in disciplinary action up to and including termination of employment. You can also be held liable civilly for the unauthorized disclosure of confidential information in your possession.

Confiscating Items from Students

The following 2 paragraphs appear in the District Handbook for students and parents:

> ***Bringing Inappropriate Things to School (Education Code 48900 Section K)***
> *There are some things which a student must not bring to school because they are dangerous to the student or other students, or they interfere with the rights of others to learn. Some examples of things that must not be brought to school are personal electronic devices such as iPods, video games, pagers, and MP3 players. Other items not allowed in school include: toys, games, water balloons, fireworks, lighters, matches, medications, laser pointers, or any other item determined to be dangerous or disruptive to the educational environment by the Principal. Inappropriate items will be confiscated and turned over to the Principal. Depending upon the seriousness of the offense, detention and citation procedures will apply. The school district is not responsible for the loss of personal items brought to school.*
>
> ***Cell Phone Use by Students (Education Code 48900 Section K)***
> *Ringing or vibrating cell phones can disrupt classes and distract students who should be involved in the lesson at hand. Cell phones can be used for text messaging and could be used to cheat on tests or other classroom work. Most cell phones have cameras that can be used to take photos of exams or inappropriate and unauthorized photos of other students. Cell phone use by students will not be allowed during school hours. Students are allowed to use the telephone in the office in the event of an emergency (see "Telephone" on page 23). Parents who allow their child to carry a cell phone to school must take responsibility for ensuring that their child keeps the phone turned off and out of view at all times. School staff that sees a student with a cell phone in hand will confiscate the phone and take it to the office where it will be kept until a parent comes to meet with the Principal. Depending upon the seriousness of the offense, detention and citation procedures will apply. The school district is not responsible for the loss of personal items brought to school.*

District policy is clear on what can and cannot be brought to school by students. However, it leaves what action to take when a student violates this policy up to the site principal. Here is how staff members are expected to correctly handle situations requiring confiscation of personal property;

- All dangerous items must be confiscated and the office contacted immediately.
- If a student has a cell phone, portable electronic game, or other item that you feel is not dangerous and they have it out during class time, you ***should first warn them to put it away and then on the 2nd offense confiscate the item***. If the student refuses to turn the item over to you, contact an administrator or send the student to the office. *HOWEVER*, once you confiscate the item, you must take every precaution to protect the item from being lost, stolen, or damaged. Failure to protect the personal property of another which you have confiscated makes you responsible for the item. If you are not willing to accept this responsibility, DO NOT CONFISCATE THE ITEM. It is recommended that you place the item in a desk or file cabinet drawer that can be locked until you can turn it into the office. Take the item to the office (do not send it via another student) as soon as possible and it will be locked away in an envelope or box with the student's name on it until a parent can come to the office to pick it up.
- Teachers should address this in their classroom rules and procedures.

COVID-19

As the 2022-2023 school year commences, the COVID-19 pandemic continues to evolve and impact our daily practices in our schools. The District is responsible for following updated guidelines from the California Department of Health (CDPH), CAL OSHA, and Tulare County Health and Human Services (TCHHS). These guidelines are continually changing. When guidelines are updated, the District is responsible for following these guidelines for the safety and well being of all students and staff. The District will communicate with employee groups as changes occur. Employees are expected to follow all safety and health guidelines. Failure to do so could result in disciplinary action. Should any employee have any exposure to COVID-19, contract COVID-19, or encounter any other COVID-19 related issue, they need to contact their immediate supervisor as soon as possible to ensure all precautions are taken to avoid the spread to other staff, students, or the public. Should you have any questions, please contact the school nurse or the Superintendent.

Detention
Each teacher will serve detention duty approximately once per month. Each time a teacher serves detention duty, they will be granted one day of early dismissal at 3:05. If teachers are unable to provide detention duty on their assigned day, it is their responsibility to switch coverage with another teacher. In such a case, an email should be sent to the entire staff notifying them of the change.

Dress and Grooming
Teachers are expected to set an example for our students. At the minimum, teachers and staff should adhere to the student dress code. The Governing Board believes that since teachers serve as role models, they should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board encourages staff during school hours to wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Teachers may wear blue jeans on Fridays or district designated days only, unless approval is given in advance by the principal. Fingernails should be reasonable, appropriate in length, and should not present a safety issue.

Email Etiquette
All users of District email are expected to exercise good judgment and professionalism in the content and tone of their email messages. Email messages sent through Monson-Sultana School are public documents and should not be used to convey confidential information. By law, all information sent via District email is considered public information. Court rulings have determined that employees should not expect information sent via District email to be private or confidential in nature.

The following are guidelines for effective "Email etiquette":

- Report inappropriate content to the Technology Director immediately
- Use proper spelling, grammar and punctuation (spell checker only takes a few seconds to use)
- Try to be concise and to the point
- Avoid using all capital letters (it gives the impression you are shouting)
- Do not forward chain letters or unsolicited information to others
- Only send email to those individuals directly concerned with the subject-beware of "Reply to All"

Emergency Drills
Every teacher must have a copy of the school emergency plan posted in their classroom. Teachers must read and become familiar with these procedures and familiarize themselves with exit routes for fire and evacuation drills posted in their classrooms. Teachers are to explain emergency drill procedures on the first day of school and repeat at least monthly. During the first week of school, necessary time should be taken in each class to review rules, escape routes, and special procedures. These drills are very important and teachers and students should act accordingly.

Evaluations and Observations
The basic purpose of evaluating teachers is to improve instruction by promoting better performance. At the same time, evaluation encourages teachers to maintain their professional growth. Evaluation is one of the key methods by which the principal provides instructional leadership to the school. It is important that both the teacher and the principal understand the purpose of evaluation. It should be perceived as a positive process. Performance evaluation serves to highlight teachers' strengths as well as their weaknesses. It also serves to strengthen interactions between the principal and the teacher, and provides guidance to teachers in improving their professional skills.

In considering the system for evaluating teachers, there are several assumptions that must be understood by all. First, it is assumed that the evaluation process will be continuous and constructive, serving to improve teachers' effectiveness and

to foster better instruction. Second, evaluation should help teachers reach their full potential as teachers and highlight areas for professional growth. Third, evaluation must be based upon clear criteria, and the cooperation of both teacher and principal.

Each teacher will establish professional goals for the school year. Within the first 3 weeks of the school year, the principal and teacher will meet to discuss the established goals for the school year. Goals should focus on student achievement, professional practice, and improvement of knowledge or skills. A template for goals is in the appendix of this handbook and is also located on the "MS Shared Folder".

A schedule for evaluation will be provided to each teacher at goal conferences. Temporary or Probationary teachers will be *formally observed* twice per school year and *evaluated* prior to March 15th. Permanent teachers will be formally observed and evaluated every other year at a minimum. School administration may choose to evaluate permanent teachers more often. Evaluations will be based on the teacher's overall performance from the first day of the school year through the date of the evaluation (see Evaluation Timeline, Appendix 1). All aspects of the teacher's duties and responsibilities will be evaluated on the Teacher Evaluation form (Appendix 2).

A significant portion of the teacher evaluation focuses on instructional strategies and effectiveness. School administrators will conduct both informal and formal observations of instruction in classrooms. The administrator will utilize the "Classroom Observation Form" when conducting classroom observations. Informal observations in which the administrator drops into a classroom unannounced for a short period of time may or may not be documented on the Observation Form. However, if a teacher is scheduled for an evaluation, a minimum of one *formal observation* of an entire lesson will be scheduled with the principal.
Within 5 working days after a formal observation, the principal will meet with the teacher to review the lesson and discuss the observation form. On or before March 15th, all Temporary or Probationary teachers will meet with the principal to review the Teacher Evaluation. All permanent teachers scheduled for an evaluation will conference with the principal on or before the last day of May. The principal will contact the teacher to schedule the post-observation meeting and all evaluation meetings. A copy of all observation and evaluation forms will be provided to the teacher along with any attachment pages.

Teachers who receive rating(s) of NI (Needs Improvement) on any evaluation will be provided with clear and concise recommendations for improving performance. Ratings of DN (Did Not Meet Standard) are typically related to employee disciplinary actions which require documentation. All supporting documentation must be referred to on an attachment page.

FUNDRAISING

District Policy requires all school fundraisers to be approved by the Board of Trustees *prior to the activity*. Teachers who wish to hold a fundraising event/activity must submit a "REQUEST FOR ACTIVITY" form to the Principal no later than August 30th of each school year for inclusion in the September Board Agenda. The Request for Activity request must include details about how the funds will be raised, how money will be accounted for, and the impact on instructional time.

GRIEVANCES /COMPLAINTS/GRIEVANCE PROCEDURE

The Governing Board recognizes that provisions for dealing with grievances are an essential part of good personnel administration.

A "grievance" must be based upon an alleged violation of a specific provision of the employee agreement. "Complaints" from employed personnel regarding alleged misapplication of policies, rules, regulations, and procedures outside the scope of an employee agreement will be dealt with as provided by such policies, rules, regulations, and procedures.

The Board expects the Superintendent to establish procedures for dealing promptly and equitable with complaints which may be resolved quickly without resorting to more formal grievance procedures.

Specific procedures shall be established for individuals to appeal their problems to the Board if redress is not obtained through established channels.

Grievance-Definition: A "grievance" is a formal written allegation by a grievant that the grievant has been adversely affected by a violation of the specific provisions of the employee agreement.

Complaints-Definition: A "complaint" shall be defined as an alleged misapplication of the district's policies and/or regulations. Procedures for a complaint are established by the administration and provide a route of appeal

through channels to the Governing Board, if necessary.

Step I - Informal Resolution

Every effort shall be made to resolve complaints and disagreements on an informal level. The employee must first attempt to resolve the complaint through a discussion with his/her immediate administrator or supervisor at a requested conference. The formal complaint procedure should not be initiated unless attempts at resolving the complaint at the informal level have been exhausted.

Step II - Formal Procedure

If the informal efforts to resolve the complaint fail, the employee shall file a formal written complaint. The formal complaint shall be submitted to the principal and within the district prescribed time limits. The appropriate district administrator shall communicate his/her decision in writing to the parties involved within five (5) working days of receiving the formal written complaint.

Step III - Superintendent Appeal

Within five (5) working days from receipt of the decision by the principal in Step II, the complainant may appeal, in writing, to the Superintendent or designee. Within fifteen (15) working days, the Superintendent or designee shall investigate the complaint and communicate his/her decision in writing accompanied by supporting reasons for the decision to the person(s) involved.

Step IV - Governing Board Appeal

Within ten (10) working days of receipt of the decision from the Superintendent or designee, the complainant may appeal to the Governing Board. All materials relative to the complaint shall be submitted to the Board within twenty (20) working days. The Board shall review the complaint at the next scheduled Board meeting after having received the appeal and related materials. The Board may elect to hold a hearing on the complaint or allow the decision of the Superintendent or designee to prevail. In either event, the determination of the Board shall be final and binding on all parties.

General Provisions

1. Any complaint not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the response given in the preceding step.
2. Time allowances set forth in this Complaint Resolution Procedure may be extended by mutual consent of the complainant and the Superintendent.
3. Should the processing of any complaint require that an employee be absent from his/her regular assignment, it shall be without loss of pay or benefits.
4. No reprisals of any kind shall be taken by or against any participant in the Complaint Resolution Procedure by reason of such participation.
5. All documents, communications and records dealing with the processing of a complaint will be filed separately from the personnel files of the participants.
6. All parties of the complaint will make available to other parties involved, all pertinent information in their possession and control and not privileged under the law which is relevant to the issues raised by the complaint.

Health Insurance

Except as set forth below, the district agrees to provide health insurance coverage under the district's existing base insurance plan up to the negotiated cap, or such equivalent plans as the district may select, for any full-time employees who elect such coverage. Payment of any additional portion of any premium required to provide such employees or for such employee, and upon receipt by district or proper authorization, such payment shall be accomplished by payroll deduction. Eligibility and benefits shall be set forth in the insurance plans. Payment of premiums for the insurance benefits plan shall be the sole and complete responsibility of the individual employee when such employee is on an approved unpaid leave of absence.

An employee who resigns his/her position to accept another position within the field of education will continue to have insurance coverage from the time of resignation until his/her insurance takes effect at the new position, or for a period not to exceed two (2) months from the date of the last working day with the district.

Hours of Employment
All teachers are to report for duty at 7:45 a.m. before the opening of school and shall remain on duty until 3:25 p.m. after the last regularly scheduled classes are dismissed, (3:10 p.m. on Fridays), unless excused by the Superintendent/Principal or his designee.

Jury/Legal Duties
Full-time and part-time personnel will be granted leave with pay for court appearances as a juror or witness (Education Code 44036). Any jury or witness fees received by the employee, minus the amount for necessary mileage one way, and other expenses connected with the court appearance, shall be returned to the district.

Leaves (See summary table on page 14)
The Governing Board shall provide for employee absences as authorized by law and Board policy. The Board recognizes the following justifiable reasons of absence.

1. Personal sickness or injury, pregnancy, jury duty, military service or emergencies beyond control.
2. Personal necessity leave (7 days).
3. Non-grievance leave (3 days).

Additional Leave for Non-Industrial Accident or Illness
The Governing Board may renew the leave of absence, with or without pay, of any permanently employed certificated employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave Additional leave is not to exceed six months. The Board may then renew the leave for two additional six month periods.

If at the conclusion of all leaves of absence the employee is still unable to assume the duties of the position, the employee shall be placed on a reemployment list for a period of 39 months.

The Board's report of an industrial accident or illness shall be kept on file by the District.

Bereavement
Any employee of the school district is entitled to a leave of absence of up to three (3) days, or five (5) days if out-of-state travel is required, because of the death of any member of the employee's immediate family. No deduction will be made from the salary of the employee, nor will such leave be deducted from any other leave to which the employee is entitled. For purposes of this regulation a member of the immediate family shall be understood to mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

Additional leave may be granted under personal leave provisions of the request of the employee if the employee is eligible for such leave. The Superintendent may grant additional leave on an unpaid leave basis of up to five (5) days at his/her discretion.

Combining Maternity Leave and Sick Leave for Maternity Purposes
Nothing in parts 1 or 2 above shall prevent an employee from combining maternity leave and sick leave for maternity purposes for the same pregnancy. The employee shall designate, prior to the first day of either type of leave, which days of absence shall be taken as maternity leave and which days shall be taken as sick leave.

Court Appearance Other Than Jury Duty
Whenever the employee is subpoenaed as a witness in a case involving the school district, he may have time for appearance in court without loss of pay. No salary will be paid in cases where an employee is a voluntary witness appearing in his own interest, except as provided under provisions for use of sick leave under personal emergencies. No salary deductions shall be made for absences if an employee is under a subpoena in a court case in which he is not an interested party or a voluntary witness.

Emergency Leave
The Board reserves the right to specify within the limits of statute and judicial precedent, the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the total number of sick days which may be used in any school year for personal necessity leave.

Family and Medical Leave Act (FMLA)
The FMLA is a federal law that lets covered employees take extended time away from work, to handle certain family or

medical needs. A covered employer must provide eligible employees with a maximum of twelve weeks of leave. The leave may be unpaid, but it may be combined with accrued paid leave (such as vacation or sick leave).

An *eligible employee* (see *"FMLA Eligibility"* below) may take leave:

- For the birth, adoption, or placement of a child;
- To care for a spouse, minor, or incompetent child, or parent who has a "serious health condition" (more on this below);
- To handle the employee's own serious health condition that makes him or her unable to work.

A "serious health condition" is defined as an illness, injury, impairment, or condition that involves:

- Hospital care;
- Absence from work, plus continuing treatment;
- Pregnancy;
- Treatment for a chronic condition;

FMLA Eligibility

Not every employer is required to provide its employees with family or medical leave. Federal law states that an employer is required to provide employees with leave if the employer employed fifty or more employees in twenty or more weeks in the current or prior calendar year.

When the total number of employees in the District is fewer than 50, the District reserves the right to deny such a request based upon one or more of the following circumstances; the educational needs of the school prohibit approving the

request; an inability to find a highly qualified substitute; a determination that payment of the employee's health benefits during unpaid family medical leave will result in a net loss of revenue to the District.

Industrial Accident or Illness Leave

When a certificated employee is absent from his/her duties because of an industrial accident or illness, the following rules shall apply;

1. Allowable leave for any single accident or illness shall be for not less than sixty (60) days during which the schools of the district are in session, or when the employee would otherwise have been performing work for the district in any one school year.
2. Allowable leave shall not accumulate from year to year.
3. Industrial accident or illness leave shall start on the first day of absence.
4. An employee on allowable leave for industrial accident or illness shall be paid such portion of the salary due for any month in which the accident occurs as, when added to the temporary disability indemnity under Division 4 or 4.5 of the Labor Code, will result in a payment to the employee of not more than his/her full salary. (Education Code 44984(d))
5. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury. On expiration of allowable leave for an industrial accident or illness leave the employee may use personal illness and injury leave as provided by Education Codes 44977, 44978 and 44983. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to the employee of not more than the employee's full salary.

During any paid leave of absence the employee may endorse to the district the temporary disability indemnity checks received on account of his/her industrial accident or illness. In those cases, the district will issue appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

Long-Term Leaves

The Board may grant long-term leaves of absence in accordance with administrative regulations. Sabbatical leaves shall be strictly governed by the Education Code and Board Policy.

Maternity Leave
Leave for maternity purposes may be taken in one of the following three ways:

1. A leave of absence for maternity purpose (Maternity Leave).
2. Sick leave for maternity purposes.
3. Combining maternity leave and sick leave for maternity purposes.

Whichever option is chosen by the employee, the following rules shall apply:

1. Maternity leave is provided for female employees who choose to be absent from their duties because of pregnancy or convalescence following childbirth.
2. The employee shall give notice of pregnancy to the Superintendent/Principal, together with the expected due date, and a physician's certificate verifying the pregnancy. This shall be done as soon as possible.
3. The employee shall, at the earliest date possible, in no event later than four weeks prior to the actual commencement of maternity leave, advise the Superintendent/Principal of the date on which she will commence maternity leave. She shall not continue to work beyond such date. She may commence maternity leave at an earlier date only if she becomes physically incapable of performing her duties, when certified by her physician.
4. An employee who has commenced maternity leave shall not return to her duties until after her delivery or the pregnancy is otherwise terminated. She shall submit a notice of intent to return four weeks prior to resuming her position, request an extension of leave, or submit a resignation if not returning. She may return to her duties as soon after delivery or termination of pregnancy as she can provide a written statement, signed by her physician certifying that she is physically and mentally able to return to full-time employment. Maternity leave for a prior pregnancy shall not be resumed after having returned to full-time employment.

Non-grievance Leave
Non-grievance Leave will be deducted from the employee's allowable sick leave. Three days are allowed per year. Twenty four (24) hour notice must be given for Non-grievance Leave. An employee shall notify his/her supervisor in writing with sufficient time to secure a substitute. This leave shall not be taken the first and/or last days of the school year, **nor the day before or after a 3 day weekend**. Not more than one person (in each bargaining unit) should be granted this leave at a time. Consideration shall be given for a hardship on other employees, on days of special events or activities before approval is granted.

Nonpaid Leave
Certificated employees may be granted a personal business leave without pay, upon recommendation of the Superintendent and approval of the Board. (Education Code 44962) Each case is to be evaluated on its own individual basis. No leaves of absence to try at a new business with job guarantee if it fails. A full day's pay shall be deducted for each day of absence. Except in extreme emergencies, requests for such leave shall be made to the Superintendent thirty (30) days prior to the leave. The Board and the district shall not be liable for payment of any compensation or damages for the death or injury occurred while the employee is on leave of absence.

Notifications
Employees shall notify the district of their need to be absent as soon as such need is known, so that substitute services may be secured. Following is the process to be used:

1. Teacher submits an Absence Request to the Business Office as soon as the need for a substitute teacher is known (i.e. as soon as training dates are secured, jury duty summons received, non-grievance planned, doctor appointments set) with an estimate of the expected duration of the absence.
2. Business Office confirms the employee has appropriate leave time available.
3. If the employee does not have available time for the purpose requested the Business Office will forward the request to the Superintendent along with a copy of the employee's absence report for the current year. The Superintendent will then meet with the employee to discuss the requested leave.
4. Substitute Coordinator secures a substitute and notifies district teachers.

When the absence is unplanned as in the case of sudden illness, teachers are to text or phone the Substitute Coordinator as soon as possible. Even the middle of the night is OK as the message can then be retrieved first thing in the morning. If

a request for a substitute is not made by 6:00 a.m. the teacher should be prepared to report to duty in the event a substitute cannot be found or the substitute cannot arrive on time because of the late notice. Teachers are not to secure their own substitutes or ask substitutes to trade the classroom assignment they have been given.

Teachers are to leave detailed lesson(s) for the substitute's use.

Personal Illness and Injury Leave
Every certificated employee working five (5) school days each week is entitled to ten (10) days personal illness or injury leave of absence per school year with full pay. Such leave for employees working less than five (5) days per week shall be proportionately less. (Education Code 44978) Administrative employees shall receive one (1) day of sick leave per month worked.

Sick leave shall be credited at the beginning of the school year. (Education Code 44978) Employees who do not complete a year of service will be charged for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)
Employees may use sick leave as provided for in this policy for absences due to pregnancy, miscarriage, childbirth and recovery. (Education Code 44978)

The Superintendent shall establish regulations requiring proof of illness or injuries reported by employees and specifying procedures by which such verification shall be made. (Education Code 44979)
After any absence due to illness or injury, teachers shall verify the absence by submitting a completed and signed district absence to the Business Manager.

The district may additionally require written verification by the employee's doctor or practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury. Chronic absenteeism may be indicated when an employee has exhausted his/her entire ten-day sick leave benefit during three or more of the past five years.

At its expense, the district may require an employee to visit a physician selected by the district in order to receive a report on the nature and severity of an illness or injury. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee, after giving notice to the employee, may deny further leave.

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her doctor stating that he/she is able to return and stipulating any recommended restrictions or limitations. The district may, at district expense, require the opinion of a physician chosen by the district.

Return to Service
An employee shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work at such time as he/she and his/her physician agree that there has been such a recovery.

Sick Leave Beyond Ten Days
When a certificated employee has used up all his/her current and accumulated sick leave and is still absent due to illness or accident, the employee shall receive his/her salary, minus the cost of a substitute to fill the position for a period not to exceed five continuous school months.

Use of Sick Leave for Personal Necessity
Education Code, Section 44981-- Under this section the employee may use at his/her election, in cases of personal necessity, a leave of absence up to seven (consistent with Ed Code) days per school year which shall be deducted from his/her regular accumulated sick leave for the following reasons.

1. Death or serious illness of a member of his/her immediate family. Serious illness is defined in situations where the employee is needed to take care of a member of the immediate family who is in need of assistance, or cases where the employee needs to take a member of the immediate family to a doctor on an emergency basis.
2. Accident involving his/her person or property or the property of a member of his/her immediate family.
3. Appearance in court as a litigant or as a witness under an official order.
4. Personal medical appointments that have been made and are pre-approved.
5. Leave would be to attend funerals (where Bereavement Leave would not apply) and to attend weddings of family or close family friends.

6. Other examples are IRS Audit, court appearances, burglary and accident.

An employee shall notify his/her supervisor in writing with sufficient time to secure a substitute, except in the case of an emergency.

The "immediate family" means the mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, grandchildren of the employee, grandmother/grandfather, of the employee or the spouse, and son-in-law, daughter-in-law, of the employee or any relative living in the immediate household. All requests for this personal emergency leave must be submitted to the Superintendent/Principal in writing stating the number of days to be deducted from the regular accumulated sick leave and proof, either by a legal document or other proof, that the leave requested fits with the policy above. No such accumulated leave in excess of seven days may be used in any school for the purposes of personal necessity leave.

LEAVE REQUEST EXPLANATION TABLE

Type of Leave	Annual Entitlement	Deducted From	Examples of Authorized Uses
Sick Leave	10 days	Sick Leave	When **YOU** are sick or recovering from a medical procedure.
Personal Necessity Leave	7 days	Sick Leave	Death or serious illness of a family member. Medical and dental appointments for yourself or immediate family members. Driving an immediate family member to a medical procedure, caring for a child with chicken-pox, attending the birth and/or providing care following the birth of a grandchild would all fall under this type of leave. Circumstances an employee cannot reasonably be expected to ignore, common uses are: IRS audit, court appearances, robbery, accident. Funerals (where Bereavement Leave would not apply), weddings and graduations during work hours or which require travel.
Non-Grievance Leave	3 days	Sick Leave	No explanation required. Prior approval (minimum 24 hour notice) required.
Bereavement Leave	3 days for in-state 5 days for out-of-state	No deduction	For circumstances involving immediate family members (mother, mother-in-law, father, father-in-law grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
Jury Duty	As determined by the court	No deduction	Summoned to appear by court.

Leave of Absence and Vacations

The Board may grant leaves of absence and vacations with or without pay to certificated employees. Request must be made in writing with 30 days' notice. Unused vacation days may be carried over from one fiscal year to another up to the total number of days accrued in one fiscal year.

Salary Placement

Certificated personnel employed during the first half of the calendar year (January 1 to June 30) remain on the first step of the salary schedule until July 1 of the following calendar year. Those employed during the second half of the calendar year (July 1 to December 31) shall advance to the second step of the salary schedule on July 1 of the following calendar year.

Substitute Folder

Each teacher is required to maintain a substitute folder in the event of an unexpected or planned absence. This folder should be kept in a place where the substitute can locate it and should be well marked. The following should be in the substitute folder: a class roster, a seating chart (if used), a bell schedule, discipline referral forms, a plan for the day(s) out and extra work. A substitute needs plenty of extra work for the students to work on. Let the sub know of potential problems

that may arise while you are out. Do not forget to let them know if you are assigned to a duty post during the time you are out.

Unemployment Insurance

Every regularly employed certificated school employee shall be covered for unemployment insurance.

Monson Sultana Joint Union Elementary

Certificated Salary Schedule

2023 - 2024

	BA (Intern)	BA30	BA45	BA60	BA75	BA90
1	$55,004	$56,656	$58,639	$60,691	$62,818	$65,014
2		$58,072	$60,105	$62,210	$64,386	$66,639
3		$59,525	$61,606	$63,765	$65,995	$68,305
4		$61,012	$63,148	$65,357	$67,647	$70,012
5		$62,537	$64,726	$66,993	$69,336	$71,763
6		$64,101	$66,345	$68,667	$71,071	$73,556
7		$65,705	$68,003	$70,383	$72,847	$75,397
8		$67,345	$69,702	$72,142	$74,668	$77,281
9		$69,029	$71,444	$73,947	$76,536	$79,214
10			$73,233	$75,794	$78,448	$81,193
11			$75,065	$77,690	$80,410	$83,224
12				$79,632	$82,420	$85,304
13				$81,623	$84,481	$87,437
14				$83,663	$86,591	$89,623
15					$88,756	$91,864
16					$90,974	$94,159
17					$93,250	$96,515
18					$95,581	$98,927
19					$97,969	$101,399
21						$103,933
23						$106,532

0 % Percentage Increase 3.5% Column and 2.5% Step

$1,500 Stipend for Master's Degree

1. No more than fifteen (15) semester units may be taken without prior board approval. To be eligible for advancement from one column to the next, nine units of each 15 unit block must be toward an educational objective determined by the employee and approved by the Board. The remainder of six (6) units shall contribute to the general professional development in methods directly related to learning skills.
2. Fifteen (15) continuing education units (CEU's) will equal one (1) upper division semester unit.
3. Each Certificated staff member is to keep an up-to-date record of transcripts on file in the school office.
4. Effective July 1, 2007, newly hired certificated employees who do not possess a preliminary or clear credential shall remain in the BA Intern cell until they obtain such a credential.
5. Teachers new to the district may not begin with more than **fifteen (15)** steps on the salary schedule. **(Board Approved: March 3, 2020)**

 # Substitutes: Day 1 - 30 $175 per day **Day 31 - indefinite $220 per day** - ***Effective change: September 8, 2021***

 # Adopted for 2021-2022 school year in response to COVID-19 pandemic

*****The District will process salary payments in accordance with the Tulare County Office of Education's Uniform Salary Payment Schedule*****

Board Approved: June 6, 2023

Monson-Sultana Joint Union Elementary
2023-2024 Certificated Management Salary Schedule

Step	1	2	3	4	5
Learning Director **195 days** **8 hours per day**	107,526	110,214	112,970	116,054	119,142

0% Percentage Increase

$ 1,500 Stipend for Master's Degree

The District will process salary payments in accordance with the Tulare County Office of Education's Uniform Salary Payment Schedule

Board Approved: June 6, 2023

K-8 Teacher Job Description

TITLE:	Teacher		
REPORTS TO:	Superintendent	CLASSIFICATION:	Certificated
DEPARTMENT:	Instruction	WORK YEAR:	185 Days
HOURS PER DAY:	7.0	SALARY:	As Per Certificated Salary Schedule
BOARD APPROVED:	July 2011		

BASIC FUNCTION:

Under the direction of the Superintendent/Principal, teachers plan, organize and implement an appropriate instructional program in a learning environment that guides and encourages students to develop and fulfill their academic potential. They utilize ongoing collaboration and professional development to identify and implement best teaching practices as members of a results-based professional learning community.

PRIMARY TASKS & FUNCTIONS

- Plan, prepare and deliver instructional activities that facilitate active learning experiences
- Develop schemes of work and lesson plans
- Establish and communicate clear objectives for all learning activities
- Prepare classroom for class activities
- Provide a variety of learning materials and resources for use in educational activities
- Accurately complete all required payroll and time survey logs correctly and on time
- Identify and select different instructional resources and methods to meet students' varying needs
- Instruct and monitor students in the use of learning materials and equipment
- Use relevant technology to support instruction
- Observe and evaluate student's performance and development
- Assign and grade class work, homework, tests and assignments
- Provide appropriate feedback on work
- Encourage and monitor the progress of individual students
- Maintain accurate and complete records of students' progress and development
- Update all necessary records accurately and completely as required by laws, district policies and school regulations
- Prepare required reports on students and activities
- Manage student behavior in the classroom by establishing and enforcing rules and procedures
- Provide emergency care/service for ill and injured pupils while at school
- Maintain a healthful environment in classrooms
- Maintain discipline in accordance with the rules and disciplinary systems of the school
- Apply appropriate disciplinary measures where necessary
- Perform certain health-related duties including but not limited to ref\erring students to the School Nurse/Health Aide, Dinuba Children Services, or support programs offered through the Tulare County Office of Educations such as speech therapy or special education programs
- Participate in extracurricular activities such as social activities, sporting activities, clubs and student organizations
- Participate in department and school meetings, parent meetings
- Communicate necessary information regularly to students, colleagues and parents regarding student progress and student needs
- Keep up to date with developments in subject area, teaching resources and methods and make relevant changes to instructional plans and activities
- Perform other related duties as assigned

EDUCATION & EXPERIENCE

- Bachelor's degree or higher from an accredited institution
- Meet professional teacher education requirements of school, district, state
- California Clear Multiple Subject (or single subject as required) teaching credential with CLAD emphasis
- Current CPR certification and first aid training/experience
- Experience in the use of general office equipment including, but not limited to copy and FAX machines, scanners,

and telephone systems
- Experience with education-specific equipment and including, but not limited to die-cut machines, laminators, LCD projectors, document cameras, overhead projectors, and audio/visual equipment

KEY COMPETENCIES

- The ability to utilize common software applications including, but not limited to word processing, spreadsheet/database, and AERIES attendance and grade reporting
- The ability to work collaboratively and collegially with others
- Professional-level written and verbal communication skills
- The ability to effectively plan, organize, and meet deadlines

WORK ENVIRONMENT

- Supervision of students in and out of classroom setting; may involve extended periods of exposure to cold or hot weather while supervising students outdoors
- Prolonged periods of speaking to/teaching students, often standing
- Must work with school office staff and other certificated and classified personnel
- Frequent communication with parents via face-to-face meetings, phone calls, and written communications

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Physical Education Teacher Job Description

TITLE:	Teacher		
REPORTS TO:	Superintendent	CLASSIFICATION:	Certificated
DEPARTMENT:	Instruction	WORK YEAR:	185 Days
HOURS PER DAY:	7.0	SALARY:	As Per Certificated Salary Schedule
BOARD APPROVED:	June 2016		

BASIC FUNCTION:
Under the direction of the Superintendent/Principal, teachers plan, organize and implement an appropriate instructional program in a learning environment that guides and encourages students to develop and fulfill their potential. They utilize ongoing collaboration and professional development to identify and implement best teaching practices as members of a results-based professional learning community.

PRIMARY TASKS & FUNCTIONS

- Plan, prepare and deliver instructional activities that facilitate active learning experiences in Physical Education
- Develop schemes of work and lesson plans
- Serve as Athletic Director, schedule contests, transportation, and other necessary duties to facilitate students participation in events
- Assist in adoption of Physical Education curriculum
- Establish and communicate clear objectives for all learning activities
- Prepare classroom/field/gym for learning activities
- Provide a variety of learning materials and resources for use in physical educational activities
- Accurately complete all required payroll and time survey logs correctly and on time
- Identify and select different instructional resources and methods to meet students' varying needs in physical education
- Instruct and monitor students in the use of learning materials and equipment
- Use relevant technology to support instruction
- Observe and evaluate student's performance and development
- Assign and grade class work, homework, tests and assignments
- Provide appropriate feedback on work
- Encourage and monitor the progress of individual students
- Maintain accurate and complete records of students' progress and development
- Update all necessary records accurately and completely as required by laws, district policies and school regulations
- Prepare required reports on students and activities
- Manage student behavior in the classroom by establishing and enforcing rules and procedures
- Provide emergency care/service for ill and injured pupils while at school
- Maintain a healthful environment in classrooms/fields/gyms
- Maintain and order athletic equipment as needed
- Maintain accurate athletic equipment inventory
- Maintain discipline in accordance with the rules and disciplinary systems of the school
- Apply appropriate disciplinary measures where necessary
- Perform certain health-related duties including but not limited to referring students to the School Nurse/Health Aide, Dinuba Children's Services, or support programs offered through the Tulare County Office of Educations such as speech therapy or special education programs
- Participate in extracurricular activities such as social activities, sporting activities, clubs and student organizations
- Participate in department and school meetings, parent meetings
- Communicate necessary information regularly to students, colleagues and parents regarding student progress and student needs
- Keep up to date with developments in subject area, teaching resources and methods and make relevant changes to instructional plans and activities
- Perform other related duties as assigned

EDUCATION & EXPERIENCE

- Bachelor's degree or higher from an accredited institution
- Meet professional teacher education requirements of school, district, state
- California Clear Single Subject Physical Education teaching credential
- Current CPR certification and first aid training/experience
- Experience in the use of general office equipment including, but not limited to copy and FAX machines, scanners, and telephone systems
- Experience with education-specific equipment and including, but not limited to die-cut machines, laminators, LCD projectors, document cameras, overhead projectors, and audio/visual equipment

KEY COMPETENCIES

- The ability to utilize common software applications including, but not limited to word processing, spreadsheet/database, and AERIES attendance and grade reporting
- The ability to work collaboratively and collegially with others
- Professional-level written and verbal communication skills
- The ability to effectively plan, organize, and meet deadlines

WORK ENVIRONMENT

- Supervision of students in and out of classroom setting; may involve extended periods of exposure to cold or hot weather while supervising students outdoors
- Physical exertion in a physical education setting
- Prolonged periods of speaking to/teaching students, often standing
- Must work with school office staff and other certificated and classified personnel
- Frequent communication with parents via face-to-face meetings, phone calls, and written communications

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Academic Coach Job Description

TITLE:	Academic Coach		
REPORTS TO:	Superintendent	CLASSIFICATION:	Certificated
DEPARTMENT:	Certificated	WORK YEAR:	185 Days
HOURS PER DAY:	7.0	SALARY:	As Per Certificated Salary Schedule

BASIC FUNCTION:
Under the direction of the Superintendent/Principal, the Academic Coach is a certificated teacher who works directly with classroom teachers to assist in the full implementation of the District's instructional and curricular programs.

PRIMARY JOB TASKS & FUNCTIONS

- Provide support and assistance to all classroom teachers in the full and skillful implementation of the District's instructional and curricular program
- Facilitate analysis of summative and formative assessments throughout the school year
- Observe and provide feedback to instructional staff
- Conduct demonstration lessons to help support training and implementation of appropriate instructional strategies
- Serve as a resource to help in identifying appropriate instructional strategies and interventions to improve student achievement for all students, including English Language Learners, Special Education Students, and students with diverse learning needs.
- Facilitate lesson study events with teachers
- Assist in providing a variety of learning materials and resources for use in educational activities
- Assist teachers in preparation and pacing of instruction
- Identify and select different instructional resources and methods to meet students' varying needs
- Attend and provide professional development as directed
- Model the use relevant technology to support instruction
- Participate in collaborative grade level meetings to assist in the utilization of assessment data to guide instructional decisions.
- Participate in extracurricular activities such as social activities, sporting activities, clubs and student organizations
- Participate in department and school meetings, parent meetings
- Participate in the site Teacher Leadership Committee (TLC)
- Keep up to date with developments in subject area, teaching resources and methods
- Assist in coordinating and facilitating parent education events
- Perform other related duties as assigned

EDUCATION & EXPERIENCE

- Bachelor's degree or higher from an accredited institution
- Meet professional teacher education requirements of school, district, state
- California Clear Multiple Subject teaching credential
- Minimum of 5 years relevant teaching experience
- Coaching experience preferred but not required
- Knowledge of relevant technology

KEY COMPETENCIES

- high energy level
- proven success at the classroom level
- highly relational
- verbal and written communication skills
- attention to detail
- high work standards
- problem solving
- organizing and planning
- critical thinking
- stress tolerance
- flexibility
- adaptability
- initiative

WORK ENVIRONMENT:

- Classroom setting, playground supervision of students
- Prolonged periods of speaking to/teaching students, often standing
- Must work with school office staff and other certificated and classified personnel

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Learning Director Job Description

TITLE:	Learning Director	CLASSIFICATION:	Certificated Management
REPORTS TO:	Superintendent	WORK YEAR:	195 Days
HOURS PER DAY	8 or more	SALARY:	As Per Certificated Management
BOARD APPROVED	September 6, 2016		Salary Schedule

BASIC FUNCTION:
Under the direction of the Superintendent/Principal, the Learning Director shall use leadership, supervisory and administrative skills in assisting the Superintendent/Principal to establish and achieve standards of excellence in teaching and learning so that each student may achieve the greatest academic and personal benefit from their educational experience.

PRIMARY TASKS & FUNCTIONS
The Learning Director is specifically responsible for the following functions:

- Assume charge of the school in the absence of the Superintendent/Principal.
- Assist in evaluation and making recommendations for improving the educational program of the school.
- Assist the Superintendent/Principal in evaluating assigned staff.
- Provide leadership to stimulate and encourage personal growth and professional development of the staff assigned.
- Coordinate standardized testing program for the school site including training and implementation.
- Assist the Superintendent/Principal with discipline and attendance of students.
- Assist in facilitating and maintaining communication between students, parents and the general community.
- Attend Individual Education Plan (IEP) meetings as required.
- Ensure that teachers receive educational materials.
- Assist teachers in achieving goals established by the District.
- Support and encourage students to put forth maximum effort to achieve District goals.
- Coordinate and oversee the English Learner Program including training, compliance, and Title III reporting.
- Assist and collaborate with other district staff on LCAP plan.
- Coordinate state and federal categorical programs and prepare necessary reports associated with such programs.
- Prepare and coordinate Federal Program Monitoring.
- Support, mentor, and supervise new teaching staff.
- Create and oversee duty schedules.
- Serve as liaison between the school and after school programs.
- Assist Superintendent/Principal in planning events and assemblies.
- Coordinate summer school program.
- Assist Superintendent/Principal in planning and delivering of professional development.
- Oversight of Migrant Program.
- Know, understand and support staff with the district's data management system (AERIES).
- Perform such other duties as may be assigned by the Superintendent/Principal.

EDUCATION & EXPERIENCE

- A minimum of three years of successful regular classroom teaching experience.
- Administrative-type experience in the public schools at the appropriate level is preferred.
- Appropriate administrative credential (or enrolled in internship program)

KEY COMPETENCIES

- Capable of developing student and staff leadership.
- Ability to relate well to teachers and students.
- Competent in public relations.
- Competent in student and student body affairs.
- Strong organizational skills including follow-through on all assigned responsibilities.
- Experienced and knowledgeable in implementing instructional and organizational strategies proven successful in improving overall school performance.

- Willingness to participate in selected professional growth activities.

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is moderate.
- Office environment is subject to constant interruptions.
- The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The employee is required to:

- Occasionally sit for extended periods of time.
- Frequently walking
- Occasionally stand and reach with hands and arms, bending at the waist to retrieve and store files.
- Specific abilities required include close and distance vision, the ability to hear conversations in quiet and noisy environments, and the ability to speak clearly in order to exchange information and make presentations.
- Some driving is necessary.
- Manage students who may be in an escalated state of behavior.
- Occasionally, yet essential to this position, the individual must meet deadlines with severe time constraints, interacting with the public and other workers.
- Occasionally the position requires the employee to work irregular or extended hours, meet multiple demands from several people and at times come into contact with dissatisfied or abusive individuals.

Individual Goals for Instructional Improvement/Enhancement

2023-2024

Instructional observation/supervision is a collaborative process in which teacher and supervisor work together to improve the delivery of instruction for the purpose of improving student performance.

After careful consideration of your personal teaching attributes, as well as the overall instructional goals of the school, please identify three goals that you will set for yourself to improve/enhance your instructional delivery for the upcoming school year.

Knowing your goals and areas of emphasis will help us establish a more clear focus in our observations and provide meaningful feedback based on the personal objectives you have identified.

Personal Goals:

1. _____
   _____
   _____
   _____

2. _____
   _____
   _____
   _____

3. _____
   _____
   _____

_____ _____
Teacher's Signature Date

_____ _____
Administrator's Signature Date

California Standards for the Teaching Profession

STANDARD ONE:

ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

1•1 Connecting students' prior knowledge, life experience, and interests with learning goals
1•2 Using a variety of instructional strategies and resources to respond to students' diverse needs
1•3 Facilitating learning experiences that promote autonomy, interaction, and choice
1•4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
1•5 Promoting self-directed, reflective learning for all students

STANDARD TWO:

CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

2•1 Creating a physical environment that engages all students
2•2 Establishing a climate that promotes fairness and respect
2•3 Promoting social development and group responsibility
2•4 Establishing and maintaining standards for student behavior
2•5 Planning and implementing classroom procedures and routines that support student learning
2•6 Using instructional time effectively

STANDARD THREE:

UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

3•1 Demonstrating knowledge of subject matter content and student development
3•2 Organizing curriculum to support student understanding of subject matter
3•3 Interrelating ideas and information within and across subject matter areas
3•4 Developing student understanding through instructional strategies that are appropriate to the subject matter
3•5 Using materials, resources, and technologies to make subject matter accessible to students

STANDARD FOUR:

PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

4•1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs
4•2 Establishing and articulating goals for student learning
4•3 Developing and sequencing instructional activities and materials for student learning
4•4 Designing short-term and long-term plans to foster student learning
4•5 Modifying instructional plans to adjust for student needs

STANDARD FIVE:

ASSESSING STUDENT LEARNING

5•1 Establishing and communicating learning goals for all students
5•2 Collecting and using multiple sources of information to assess student learning
5•3 Involving and guiding all students in assessing their own learning
5•4 Using the results of assessments to guide instruction
5•5 Communicating with students, families, and other audiences about student progress

STANDARD SIX:

DEVELOPING AS A PROFESSIONAL EDUCATOR

6•1 Reflecting on teaching practice and planning professional development
6•2 Establishing professional goals and pursuing opportunities to grow professionally
6•3 Working with communities to improve professional practice
6•4 Working with families to improve professional practice
6•5 Working with colleagues to improve professional practice
6•6 Balancing professional responsibilities and maintaining motivation

California Standards for the Teaching Profession Printed by the Riverside County Office of Education
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Monson-Sultana School
Teacher Evaluation Timeline

The following is a description of the process by which teachers will be observed and evaluated throughout the school year. All Permanent (Tenured) teachers will be evaluated at a minimum of once every other year. School administration may choose to do so more often and will notify teachers in advance if this changes.

Permanent/Tenured Teachers:

Timeline/Deadline	Required Activity	Teachers Participating
First 3 weeks of school	Professional Goals Established by all teachers, meet with principal	All teachers regardless of whether or not they are scheduled for an evaluation or not.
Throughout the school year from August through June.	Informal, unscheduled classroom observations conducted by site administrators.	All teachers regardless of whether or not they are scheduled for an evaluation or not.
Prior to the last school day in January.	A formal observation of one entire lesson will be scheduled by the teacher with the principal. The observation should be scheduled at least one week in advance of the lesson.	All permanent teachers scheduled for evaluation during that school year (see the Teacher Evaluation Schedule).
Within 5 school days of the formal observation.	The principal will contact the teacher being observed and schedule a meeting to go over the observation (a post-observation conference).	All permanent teachers scheduled for evaluation during that school year (see the Teacher Evaluation Schedule).
Prior to the last day of May.	The principal will meet with each teacher to review the teacher's performance for the year as documented on the Teacher Evaluation form.	All permanent teachers scheduled for evaluation during that school year (see the Teacher Evaluation Schedule).

Temporary or Probationary Teachers:

First 3 weeks of school	Professional Goals Established by all teachers, meet with principal	All teachers regardless of whether or not they are scheduled for an evaluation or not.
Prior to the last school day in November.	A formal observation of one entire lesson will be scheduled by the teacher with the principal. The observation should be scheduled at least one week in advance of the lesson.	All Temporary or Probationary teachers.
Within 5 school days of the formal observation.	The principal will contact the teacher being observed and schedule a meeting to go over the observation (a post-observation conference).	All Temporary or Probationary teachers.
Prior to the last school day in February.	A second formal observation of one entire lesson will be scheduled by the teacher with the principal. The observation should be scheduled at least one week in advance of the lesson.	All Temporary or Probationary teachers.
Within 5 school days of the 2nd formal observation.	The principal will contact the teacher being observed and schedule a meeting to go over the observation (a post-observation conference).	All Temporary or Probationary teachers.
Prior to March 15th.	The principal will meet with each teacher to review the teacher's performance for the year as documented on the Teacher Evaluation form.	All Temporary or Probationary teachers.

Monson-Sultana School
Teacher Evaluation

Teacher Name_____ Evaluation Period:_____ to _____ Grade/Room: _____

Employment Status: ☐ Temporary ☐ Probationary ☐ Permanent

Based on the California Standards for the Teaching Profession (CSTP)
Rating Scale (circle one): DN=Did Not Meet Standard; NI=Needs Improvement; MS=Met Standard

(CSTP 1) *Engaging and supporting all students in learning.*			
* The teacher demonstrates the basic components of effective instruction.	DN	NI	MS
* The teacher demonstrates current knowledge of subject matter and teaches to an	DN	NI	MS
* The teacher uses technology appropriately.	DN	NI	MS
(CSTP 2) *Creating and maintaining effective environments for student learning.*			
* Plans and implements classroom procedures and routines that maximize time-on-task.	DN	NI	MS
* The teacher establishes and maintains effective standards for student behavior.	DN	NI	MS
* The teacher establishes a climate that promotes fairness and respect.	DN	NI	MS
* The teacher paces and adjusts instructional time so that all students remain engaged.	DN	NI	MS
(CSTP 3) *Understanding and organizing subject matter for student learning.*			
* The teacher uses instructional time effectively.	DN	NI	MS
* The teacher organizes curriculum to ensure student mastery of key concepts and standa	DN	NI	MS
* The teacher adheres to district pacing and assessment schedules.	DN	NI	MS
(CSTP 4) *Planning instruction and designing learning experiences for all students* and; (CSTP 5) *Assessing student learning.*			
* The teacher uses formal and informal assessment in short and long-term planning.	DN	NI	MS
* The teacher develops instruction that supports students' 2nd language learning.	DN	NI	MS
* The teacher works collaboratively with other staff on improving instruction.	DN	NI	MS
* The teacher develops a grading system based upon multiple sources of information.	DN	NI	MS
* The teacher effectively utilizes SDAIE strategies and Checking for Understanding strategi	DN	NI	MS
* The teacher provides opportunities for students to work collaboratively with others.	DN	NI	MS
(CSTP 6) *Developing as a professional educator.*			
* The teacher contributes to school events, activities, and the culture and climate of the school	DN	NI	MS
* The teacher maintains records as required by law in a confidential and timely manner.	DN	NI	MS
* The teacher engages in thoughtful dialogue and reflection with colleagues.	DN	NI	MS
* The teacher exhibits professional employment characteristics (attendance, dress, confid	DN	NI	MS
* The teacher completes adjunct duties as required and according to timelines.	DN	NI	MS
* The teacher demonstrates professional conduct toward students, staff, and parents.	DN	NI	MS

The teacher's performance meets District standards? ☐ Yes ☐ No

The evaluator has attached additional pages? ☐ Yes ☒ No

_____ _____ _____ _____

Evaluator Signature Date Teacher Signature* Date

* **NOTE:** The teacher's signature does not indicate agreement with the contents of the evaluation. It is to signify that the teacher has met with the evaluator to discuss this evaluation. The teacher may submit a written response within 30 days. This evaluation and any written responses will be placed in the teacher's personnel file.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
ANNUAL EMPLOYEE NOTIFICATION
CHECKLIST AND ACKNOWLEDGEMENT

Step 1: Read and familiarize yourself with the documents found in the Employee Notifications section of your employee handbook. Board Policies on the topics below can be found in the Employee Notifications section of the handbook:

- Bullying
- Child Abuse Reporting Requirements (Mandated Reporting)
- Drug & Alcohol Free Workplace
- Employee Use of Technology Policy
- Sexual Harassment Information Sheet
- Title IX Policy
- Uniform Complaint Procedure
- W C Notice to Employees

Step 2: Read and sign the following employee acknowledgement.
Employee Acknowledgment
The information contained in this memo and on the MSJUESD website outlines important information about the Monson-Sultana Joint. Union Elementary School District; I understand that I should consult the Business department regarding any questions I may have. I also understand that I can download forms from the MSJUESD website.
Since the information referred to in this memo is subject to change, I acknowledge that revisions to the policies may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Superintendent of Monson-Sultana Joint Union Elementary School District has the ability to adopt any revisions to the policies in this handout.

Furthermore, I acknowledge that this handout is neither a contract nor a legal document.
I acknowledge the following:
I have received the information listed above by accessing the MSJUESD website and/or have obtained a printed copy,
I have read and reviewed all the information listed above, and
I understand that it is my responsibility to comply with the policies and any revisions made to them.

Printed Name: _____ Position Title: _____

Signature: _____ Date: _____

Monson-Sultana Jt Un ESD | AR 5131.2 Students

Bullying

Examples of Prohibited Conduct

Bullying is an aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and may involve a single severe act or repetition or potential repetition of a deliberate act. Bullying includes, but is not limited to, any act described in Education Code 48900(r).

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying: An act that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures

2. Verbal bullying: An act that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm

3. Social/relational bullying: An act that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public

4. Cyberbullying: An act such as sending demeaning or hateful text messages or emails, spreading rumors by email or by posting on social networking sites, or posting or sharing embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

2. Providing information to students, through student handbooks, district and school web sites and social media, and other age-appropriate means, about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying

3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially

and anonymously

4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as playgrounds, hallways, restrooms, and cafeterias

5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall annually make available to all certificated staff and to other employees who have regular interaction with students the California Department of Education (CDE) online training module on the dynamics of bullying and cyberbullying, including the identification of bullying and cyberbullying and the implementation of strategies to address bullying. (Education Code 32283.5)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences

2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims

3. Identify the signs of bullying or harassing behavior

4. Take immediate corrective action when bullying is observed

5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Information and Resources

The Superintendent or designee shall post on the district's web site, in a prominent location and in a manner that is easily accessible to students and parents/guardians, information on bullying and harassment prevention which includes the following: (Education Code 234.6)

1. The district's policy on student suicide prevention, including a reference to the policy's age appropriateness for students in grades K-6

(cf. 5141.52 - Suicide Prevention)

2. The definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8

3. Title IX information included on the district's web site pursuant to Education Code 221.61, and a link to the Title IX information included on CDE's web site pursuant to Education Code 221.6

4. District policies on student sexual harassment, prevention and response to hate violence, discrimination, harassment, intimidation, bullying, and cyberbullying

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

5. A section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media

6. A link to statewide resources, including community-based organizations, compiled by CDE pursuant to Education Code 234.5.

7. Any additional information the Superintendent or designee deems important for preventing bullying and harassment

(cf. 1113 - District and School Web Sites)

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character development, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

(cf. 1312.3 - Uniform Complaint Procedures)

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5116.2 - Involuntary Student Transfers)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Support Services

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

Regulation MONSON-SULTANA JOINT UNION ESD

approved: February 4, 2020 Dinuba, California

CHILD ABUSE PREVENTION AND REPORTING
Child Abuse Prevention

The Governing Board recognizes the district's responsibility to educate students about the dangers of child abuse so that they will acquire the skills and techniques needed to identify unsafe situations and to react appropriately and promptly.

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, inform them of available support resources, and teach them how to obtain help and disclose incidents of abuse. The curriculum also shall include training in self-protection techniques.
(cf 6143 - *Courses of Study)*

The Superintendent/Principal or designee shall seek to incorporate community resources into the district's child abuse prevention programs. To the extent feasible, the Superintendent/Principal or designee shall use these community resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.
(cf 1020 - Youth Services)

Child Abuse Reporting
The Board recognizes that child abuse has severe consequences and that the district has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. The Superintendent/Principal or designee shall establish procedures for the identification and reporting of such incidents in accordance with law.
(cf 0450 - Comprehensive Safety Plan)

Employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect. The Superintendent/Principal or designee shall provide training regarding the reporting duties of mandated reporters.

In the event that training is not provided to mandated reporters, the Superintendent/Principal or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7)
Legal Reference: (see next page)

CHILD ABUSE PREVENTION AND REPORTING
Legal Reference:
EDUCATION CODE
32280-32288 Comprehensive school safety plans
33308.1 Guidelines on procedure for filing child abuse complaints
44690-44691 Stal/development in the detection of child abuse and neglect
44807 Duty concerning conduct of students
48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
4900 J Prohibition of corporal punishment
5 J 220.5 Parenting skills education
PENAL CODE
152.3 Duty to report murder, rape, or lewd or lascivious act
273a Willful cruelty or unjustifiable punishment of child; endangering life or health
288 Definition of lewd or lascivious act requiring reporting
J 1164-11174.4 *Child Abuse and Neglect Reporting Act*
WELFARE AND INSTITUTIONS CODE
15630-15637 Dependent adult abuse reporting
CODE OF REGULATIONS, TITLE 5
4650 Filing complaints with CDE, special education students
Alanagement Resources:

Policy
CDE LEGAL ADVISORIES
0514.93 Guidelines for parents to report suspected child abuse
WEB SITES
California Attorney General's Office, Crime and Violence Prevention Center: http://safestate.org
California Department of Education, S4 Schools: http://Wtvw.cde.ca.gov/fs/ss
California Department of Social Services, Children and Family Services Division: http://www.childsworld.ca.gov
Us. Department of Health and Human Services, National Clearinghouse on Child Abuse and Neglect Information: http://nccanch.Clcfhhs.gov

CHILD ABUSE PREVENTION AND REPORTING
Definitions
Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)
1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangerment of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4 *Child abuse or neglect* does not include:
    1. A mutual affray between minors (Penal Code 11165.6)
    2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)

(cf 3515.3 - *District Police/Security Department)*

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student (Education Code 49001)
(cf 5144 - *Discipline)*
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student (Education Code 49001)
AR S141.4(b)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; administrators and employees of a licensed day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect.
However, *reasonable suspicion* does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)
Reportable Offenses
A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166) Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe

anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3,288)

Responsibility for Reporting
The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166) When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166) Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures
1. Initial Telephone Report
Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Child Protective Services
P.O. Box 671
Visalia, CA 93279
(800) 331-1585

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report
Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168) The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department. Reports of suspected child abuse or neglect shall include, if known: (Penal Code11167)
AR 5141 *A*(d)

CHILD ABUSE PREVENTION AND REPORTING
a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
b. The child's name and address, present location, and, where applicable, school, grade, and class
c. The names, addresses, and telephone numbers of the child's parents/guardians
d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166) However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms. Reporting the information to an employer, supervisor, principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Training of mandated reporters shall include identification and mandated reporting of child abuse and neglect. (Penal Code 11165.7)Training shall also include guidance in the appropriate discipline of students, physical contact with students, and maintenance of ethical relationships with students to avoid actions that may be misinterpreted as child abuse.

(ef 4119.2114219.2114319.21- Professional Standards)
(ef 4131 - *Staff Development)*
(ef 4231-Staff Development)
(ef 4331 - *Staff Development)*
(ef 5145.7 - *Sexual Harassment)*

Victim Interviews by Social Services

Whenever a representative from the Department of Social Services or another government agency investigating suspected child abuse or neglect deems it necessary, a suspected victim may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3) A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation. (Education Code 48906)

(cf J 45. J I - *Questioning and Apprehension by Law Enforcement)*

Parent/Guardian Complaints
Upon request, the Superintendent or designee shall provide parents/guardians with a copy of this administrative regulation which contains procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.
(cf J 3 J 2. J - Complaints Concerning District Employees)

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.
(cf J 312.3 - Uniform Complaint Procedures)

Notifications
The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)
(cf 4112.9/4212.9/4312.9 - Employee Notifications)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637. The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district for making a report. (Penal Code 11166)

DRUG AND ALCOHOL-FREE WORKPLACE
The Governing Board believes that the maintenance of a drug- and alcohol-free workplace is essential to staff and student safety and to help ensure a productive and safe work and learning environment.
(cf 4112.41/4212.41/4312.41 - Employee Drug Testing)
(cf 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace. (Government Code 8355; 41 USC 701)

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, *on duty* means while an employee is on duty during both instructional and non-instructional time in the classroom or workplace, at extracurricular or co-curricular activities, or while transporting students or otherwise supervising them. *Under the influence* means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.
(cf 4032 - Reasonable Accommodation)

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 701)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute.
(Government Code 8355; 41 USC 701)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 701)

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.
(cf 4112 - *Appointment and Conditions of Employment)*
(cf 4117.4 - *Dismissal)*
(cf 4118 - *Suspension/Disciplinary Action)*
(cf 4212 - *Appointment and Conditions of Employment)*
(cf 4218 - *Dismissal/Suspension/Disciplinary Action)*

Drug-Free Awareness Program
The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 701)
1. The dangers of drug abuse in the workplace
2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs
(cf 4159/4259/4359 - *Employee Assistance Programs)*
4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace.

Legal Reference:
EDUCATION CODE
440 II Controlled substance offense
44425 Conviction of controlled substance offenses as grounds for revocation of credential
44836 Employment of certificated persons convicted of controlled substance offenses
44940 Compulsory leave of absence for certificated persons
44940.5 Procedures when employees are placed on compulsory leave of absence
45123 Employment after conviction of controlled substance offense
45304 Compulsory leave of absence for classified persons
GOVERNMENT CODE
8350-8357 Drug-free workplace
UNITED STATES CODE. TITLE 20
7111-7117 Safe and Drug Free Schools and Communities Act
UNITED STATES CODE, TITLE 21
812 Schedule of controlled substances
UNITED STATES CODE. TITLE 41
701-707 Drug-Free Workplace Act
CODE OF FEDERAL REGULATIONS, TITLE 21
1308.01-1308.49 Schedule of controlled substances

COURT DECISIONS
Cahoon v. Governing Board of Ventura USD. (2009) 171 *Cal.App.4lh 381*
Ross v. *Raging Wire Telecommunications, Inc., (2008)* 42 *Cal.4th 920*
Management Resources:
Policy
WEB SITES
California Department of Alcohol and Drug Programs: http://w.vw.adp.ca.gov
California Department of Education: http://www.cde.ca.gov
Us. Department of Labor: http://www.dol.gov

SEXUAL HARASSMENT
BP 4119.11(a)
4219.11
4319.11

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.
(cf 0410- Nondiscrimination in District Programs and Activities)
(cf 4030 - Nondiscrimination in Employment)

The Superintendent/Principal or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:
1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff
(cf 4112.9/4212.9/4312.9 - *Employee Notifications)*
3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments. All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions.
Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent/Principal.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent/Principal or designee. Complaints of sexual harassment shall be filed in accordance with AR 4031 –

Complaints
Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.
(cf 4031 - Complaints Concerning Discrimination in Employment)
Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.
(cf 4117.4 - *Dismissal)*
(cf 4118 - *Suspension/Disciplinary Action)*
(cf 4218 - *Dismissal/Suspension/Disciplinary Action)*
Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
GOVERNMENT CODE
12900-12996 Fair Employment and Housing Act, especially:
12940 Prohibited discrimination
12950.1 Sexual harassment training
LABOR CODE
1101 Political activities of employees

1102.1 Discrimination: sexual orientation
CODE OF REGULATIONS, TITLE 2
7287.8 Retaliation
7288.0 Sexual harassment training and education
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title V/, Civil Rights Act of 1964
2000e-2000e-17 Title V/, Civil Rights Act of 1964, *as amended*
2000h-2-2000h-6 Title IX 1972 *Education Act Amendments*
CODE OF FEDERAL REGULATIONS, TITLE 34
106.9 Dissemination of policy
COURT DECISIONS
Department of Health Services v. Superior Court of California, (2003) 31 *Cal.4th 1026*
Faragher v. City of Boca Raton, (1998) *118 S.Ct. 2275*
Burlington Industries v. Ellreth. (1998) 118 S.O. 2257
Gebser v. Lago Vista Independent School District, (1998) 118 S. *Ct. 1989*
Oncale v. Sundowner Offthore Servo Inc., (1998) 118 S.O. 998
Meritor Savings Bank. FSB v. Vinson et al., (1986) 447 *Us. 57*
Management Resources:
Policy
OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL
Protecting Students from Harassment and Hate Crime, January, 1999
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Equal Employment Opportunity Commission: http://www.eeoc.gov
Us. Department of Education, Office of Civil Rights: http://www.edgovlofficesIOCR

SEXUAL HARASSMENT
Definitions
AR 4119.11(a)
4219.11
4319.11

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

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. The conduct is sufficiently severe, persistent, pervasive, or objectively offensive so as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district. Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

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

Prohibited sexual harassment may also include any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Training
AR 4119.1 1 (b)
4219.11
4319.11
Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position.(Government Code 12950.1)

The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state laws on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment. The training shall also include all of the content specified in 2 CCR 7288.0 and practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1; 2CCR 7288.0)

In addition, the Superintendent or designee shall ensure that all employees receive periodic training regarding the district's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the district's complaint procedures.

Notifications
A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)
1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
(cf 4112.9/4212.9/4312.9 - *Employee Notifications)*
3. Appear in any school or district publication that sets forth the schools or district's comprehensive rules, regulations, procedures, and standards of conduct.

EMPLOYEE USE OF TECHNOLOGY

Online/Internet Services: User Obligations and Responsibilities
Employees are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the district's Acceptable Use Agreement, and the user obligations and responsibilities specified below.
1. The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep account information, home addresses, and telephone numbers private. They shall use the system only under the account number to which they have been assigned.
2. Employees shall use the system safely, responsibly, and primarily for work-related purposes.
3. Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs
(cf 4030 - Nondiscrimination in Employment)
(cf 4031 - Complaints Concerning Discrimination in Employment)
(cf 4119.11/4219.11/4319.11-Sexual Harassment)
4. Employees shall not use the system to promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
(cf 4119.25/4219.25/4319.25 - *Political Activities a/Employees)*
5. Employees shall not use the system to engage in commercial or other for-profit activities without permission of the Superintendent/Principal or designee.
6. Copyrighted material shall be posted online only in accordance with applicable copyright laws.
(cf 6/62.6 - *Use o/Copyrighted* Material~)

7. Employees shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or forge other users' email.
8. Employees shall not develop any classroom or work-related web sites, blogs, forums, or similar online communications representing the district or using district equipment or resources without permission of the Superintendent/Principal or designee. Such sites shall be subject to rules and guidelines established for district online publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Because of the unfiltered nature of blogs, any such site shall include a disclaimer that the district is not responsible for the content of the messages. The district retains the right to delete material on any such online communications.
(cf III3 - District and School Websites)
9. Users shall report any security problem or misuse of the services to the Superintendent/Principal or designee.

Legal Reference:
EDUCATION CODE
51870-51874 Education technology
52270-52272 Education technology and professional development grants
52295.10-52295.55 Implementation of Enhancing Education through Technology grant program
GOVERNMENT CODE
3543.1 Rights of employee organizations
PENAL CODE
502 Computer crimes, remedies
632 Eavesdropping on or recording confidential communications
VEHICLE CODE
23123 Wireless telephones in vehicles
23123.5 Mobile communication devices; text messaging while driving
23125 Wireless telephones in school buses
UNITED STATES CODE, TITLE 20
6751-6777 Enhancing Education through Technology Act, Title II, Part D, especially:
6777 Internet safety
UNITED STATES CODE. TITLE 47
254 Universal service discounts (E-rate)
CODE OF FEDERAL REGULATIONS. TITLE 47
54.520 Internet safety policy and technology protection measures, E-rate discounts
Management Resources:
Policy
WEBS1TES
CSBA: http://-www.csba.org
American Liberty Association: http://www.ala.org
California Department of Education: http://www.cde.ca.gov
Federal Communications Commission: http://wlvwfcc.gov
U.S. Department of Education: http://>vww.eclgov

AU Personnel BP 4040(a)
EMPLOYEE USE OF TECHNOLOGY
The Governing Board recognizes that technological resources can enhance employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supplying district and school operations, and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.
(cf 0440 - District Technology Plan)
(cf 1113 - *District and School Websites)*
(cf 4032 - Reasonable Accommodation)
(cf 4131 - *Staff Development)*
(cf 4231 - *Staff Development)*
(cf 4331 - *Staff Development)*
(cf 6163.4 - *Student Use o/Technology)*
Employees shall be responsible for the appropriate use of technology and shall use the district's technological resources primarily for purposes related to their employment.

(cf 41/9.25/4219.25/4319.25 - *Political Activities* 0/ *Employees)*

Employees shall be notified that computer files and electronic communications, including email and voicemail, are not private. Technological resources shall not be used to transmit confidential information about students, employees, or district operations without authority.
(cf4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged In/formation)
(cf 5125 - *Student Records)*
(<;(5125.1 - *Release*

Online/Internet Services
The Superintendent/Principal or designee shall ensure that all district computers with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography and that the operation of such measures is enforced. The Superintendent/Principal or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.
(20 USC 6777; 47 USC 254)

To ensure proper use, the Superintendent/Principal or designee may monitor employee usage of technological resources, including the accessing of email and stored files. Monitoring may occur at any time without advance notice or consent. When passwords are used, they must be known to the Superintendent/Principal or designee so that he/she may have system access.

The Superintendent/Principal or designee shall establish administrative regulations and an Acceptable Use Agreement which outline employee obligations and responsibilities related to the use of district technology. He/she also may establish guidelines and limits on the use of technological resources. Inappropriate use may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.
(cf 4118 - *Suspension/Disciplinary Action)*
(cf 4218 - *Action)*
The Superintendent/Principal or designee shall provide copies of related policies, regulations, and guidelines to all employees who use the district's technological resources. Employees shall be required to acknowledge in writing that they have read and understood the district's Acceptable Use Agreement.
(cf 4112.914212.914312.9 - Employee Notifications)

Use of Cellular Phone or Mobile Communications Device
An employee shall not use a cellular phone or other mobile communications device for personal business while on duty, except in emergency situations and/or during scheduled work breaks. Any employee that uses a cell phone or mobile communications device in violation of law, Board policy, or administrative regulation shall be subject to discipline and may be reflected to law enforcement officials as appropriate.
(cf 3513.1 - *Cellular Phone Reimbursement)*
(cf 3542 - *School Bus* Driver~)
(cf 4156.314256.314356.3 - Employee Property Reimbursement)
Legal Reference: (see next page)

Community Relations AR 1312.3(a)
UNIFORM COMPLAINT PROCEDURES
Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy.
(cf 1312.1 - *Complaints Concerning District Employees)*
(cf 1312.2 - *Complaints Concerning Instructional Materials)*
(cf 1312.4 - *Williams Uniform Complaint Procedures)*
(cf 4031 - Complaints Concerning Discrimination in Employment)

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1,48985)
(cf 5145.6 - Parental Notifications)

Compliance Officers
The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

Superintendent/Principal
PO Box 25
Sultana, CA 93666
(559) 591-1634

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.
(cf 9124 -Attorney)

Notifications
The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013; 5 CCR 4622)
(ef 0420 - School Plans/Site Councils)
(cf 1220 - Citizen Advisory/)' Committees)
(cf 3260 - Fees and Charges)
(ef 4112.9/4212.9/4312.9 - Employee Notifications)
(ef 5145.6 - Parental Notification 115)

The notice shall:
1. Identify the person(s), position(s), or unites) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies
4. Include statements that:
a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
c. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.
d. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
e. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
f. Copies of the district's uniform complaint procedures are available free of charge.

Procedures
All complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631) Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633. All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.
Step 1: Filing of Complaint
Any individual, public agency, or organization may file a written complaint of the district's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630) A complaint concerning unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation, or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.

However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630) A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013).

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Step **2:** Investigation of Complaint
Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)
Step 3: Response
Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #4 below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

Step 4: Final Written Decision
The district's decision shall be in writing and sent to the complainant. (5 CCR 4631) The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language. For all complaints, the decision shall include: (5 CCR 4631)
1. The findings of fact based on the evidence gathered
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted

6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging discrimination, harassment, intimidation, and bullying based on state law, a complainant shall wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies, provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law. (Education Code 262.3)

Legal Reference:
EDUCATION CODE
1240 County superintendent of schools, duties
17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
33126 School accountability report card
35186 Williams uniform complaint procedure
35292.5 Restrooms, maintenance and cleanliness
37254 Supplemental instruction based unfair to pass exit exam by end of grade 12
48985 Notice to parents in language other than English
60119 Hearing on sufficiency of instructional materials
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures, especially:

notice to employees

If A Work Injury Occurs

California law guarantees certain benefits to employees who are injured or become ill because of their jobs.

Any job-related injury or illness is covered. Types of injuries and illnesses may include strains, sprains, cuts, repetitive or cumulative motion, fractures, mental injuries, illnesses and aggravations. Some injuries from voluntary, off-duty, recreational, social or athletic activity may not be covered. Check with your supervisor or claims administrator if you have questions.

All work-related injuries must be reported to your supervisor or employer representative immediately. If you wait too long, you may lose your right to benefits. Your employer is required to provide you a claim form within one working day after learning about your injury.

It is illegal for your employer to punish or fire you for having a work injury or illness, for filing a claim, or testifying in another person's workers' compensation case. If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

Workers' Compensation Benefits Include

Medical Care – All medical treatment – without a deductible or dollar limit. Within one working day after you file a claim form, treatment must be authorized, consistent with the applicable treating guidelines, for your alleged injury up to ten thousand dollars ($10,000) until the claim has been accepted or rejected. Costs are paid directly by the claim administrator, so you should never see a bill.

You may be eligible to treat with your personal physician should you become injured on the job. If eligible, you must tell your employer, in writing, the name and address of your personal physician or medical group before you are injured. You must obtain their agreement to treat you for your work injury. If you have questions, please contact your employer who is required to provide written information regarding workers' compensation benefits to all new employees.

Medical Provider Networks – Your employer may be using an MPN, which is a selected network of healthcare providers to provide treatment to workers injured on the job. If you have predesignated a personal physician prior to your work injury, then you may receive treatment from your predesignated doctor or medical group. If you have not predesignated and your employer is using an MPN, you are free to choose an appropriate provider from the MPN list which will be you primary treating physician. This is the doctor with overall responsibility for treating your injury or illness. If you are treating with a non-MPN doctor for an existing injury, you may be required to change to a doctor within the MPN. If you need help locating an MPN physician, call your MPN access assistant at _____. If you have questions about the MPN or want to file a complaint against the MPN, call the MPN contact person at _____.

Payment For Lost Wages – If you're temporarily disabled by a job injury or illness, you'll receive tax-free income, subject to state limits, until your doctor says you are able to return to work. Payments are two-thirds of your average weekly pay, up to a maximum set by state law. Payments aren't made for the first three days unless you're hospitalized as an inpatient or unable to work more than 14 days.

If the injury or illness results in permanent disability, additional payments will be made after recovery.

If the injury results in death, benefits will be paid to surviving dependents.

Supplemental Job Displacement Benefit – You may be entitled to a Supplemental Job Displacement Voucher, if your employer is not able to return you to work within 30 days after temporary disability ends. SJDB is a non-transferable voucher payable to a state approved school.

In The Event Of A Work Injury

1. Be sure first aid is given.
2. If emergency medical treatment is needed call 911.
3. See that the injured employee is taken to a doctor or hospital, if necessary.
4. Report all injuries immediately to your supervisor or _____ (Employer Representative) at _____ (Phone Number).
5. Contact your employer representative or claim administrator if you have questions about workers' compensation. You may also contact an Information and Assistance Officer at the State Division of Workers' Compensation at _____. Learn more information about workers' compensation online: www.dwc.ca.gov and access a useful booklet "Workers' Compensation in California: A Guidebook for Injured Workers."
6. Hear recorded information and a list of local offices by calling toll-free 800-736-7401 or visit www.dir.ca.gov.

Claims Administered and MPN Information

Claims Administrator:	Keenan & Associates
Address:	2355 Crenshaw Blvd., Suite 150
City, State, Zip Code:	Torrance, California 90501
Phone Number:	310-972-1300
Carrier Self-Insured:	Self-Insured
Policy Expiration Date:	06/30/2021
MPN Toll-Free Number:	(800) 347-3000
MPN Website:	www.keenanmpn.com/KeenanMPN
MPN Effective Date:	01/01/2015
MPN Administrator:	Athens Administrators
MPN's Address:	P.O. Box 9116, Newport Beach, CA 92658-9116

Emergency Numbers

Ambulance:	911
Fire Department:	911
Police:	911
Hospital:	911
Physician:	911

If you prefer to be treated by your own physician, you must contact your employer prior to your injury.

False Claims and false denials: Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony and may be fined and imprisoned. (Insurance Code Section 1871.4)

Your employer may not be liable for the payment of workers' compensation benefits for any injury that occurs if your voluntary participation in an **off-duty, recreational, social, or athletic activity** that is not part of your ordinary duties.

August 2018

Monson-Sultana Joint Union Elementary School District

Roberto Vaca , Superintendent/Principal
P.O. Box 25
Sultana, California 93666
(559) 591-1634 - Fax (559) 591-0717

Monson-Sultana JUESD participates in a Medical Provider Network (MPN). This MPN is called Prime Advantage and was implemented July 1, 2005. Unless you pre-designate a physician or medical group, your work injuries will be treated by providers within the Prime Advantage MPN.

More information about the MPN can be found on the worker's compensation poster or by asking us.

Sincerely,

Roberto Vaca

Roberto Vaca
Superintendent/Principal

Board of Trustees

Jeff Belknap *Robert Cepeda* *Delbert Quintana* *Lynn Simmons* *Vicki Worthley*

Form032014

Monson-Sultana Jt Union Elementary School District

Workers' compensation: Pre-Designation of Personal Physician

If you have health insurance and you are injured on the job you have the right to be treated immediately by your personal physician (M.D. D.O), or medical group, if you notify your employer, in writing, prior to the injury. Per Labor Code 4600 **to qualify as the your predesignated, personal physician, the physician must agree, in writing, to treat you for a work related injury,** must have previously directed your medical care and must retain your medical history and records. Your predesignated physician must be a family practitioner, general practitioner, board certified or board eligible internist, obstetrician-gynecologist or pediatrician. Your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors or medicine or osteopathy, which operates an integrated multi-specialty medical group providing comprehensive medical services predominantly for non-occupational illnesses and injuries.

This is an optional form that can be used to notify your employer of your personal physician. You may choose to use another form, as long as you notify your employer, in writing, prior to being injured on the job and provide written verification that your personal physician meets the above requirements and agrees to be predesignated. Otherwise, you will be treated by one of your employers' designated workers' compensation medical providers.

EMPLOYEE NAME & ADDRESS: Monson-Sultana School, PO Box 25, Sultana, CA 93666

_____

☐ **I acknowledge receipt of this form and elect not to predesignate my personal physician at this time.** I understand that I will receive medical treatment from my employers' medical provider. I understand that, at any time in the future, I can change my mind and provide written notification of my personal physician. I understand that the written notification must be on file prior to an industrial injury.

Employee Signature: _____ Date: _____

☐ **If I am injured on the job, I wish to be treated by my personal physician*:**

Name of Physician or Medical Group _____ Phone Number _____

Address _____

*This physician is my personal primary care physician who has previously directed my medical care and retains my medical history and records.

Name of Insurance Company, Plan, or Fund providing health coverage for nonoccupational injuries or illnesses:

_____

Employee Signature: _____ Date: _____

A *Personal Physician* must be willing to be predesignated and treat you for a workers' compensation injury.
The remainder of this form is to be completed by your physician and returned to your Employer.

PERSONAL PHYSICIAN ACKNOWLEDGEMENT

Per Labor Code 4600 to qualify you must meet the criteria outlined above. You are not required to sign this form, however, if you or your designated employee, does not sign, other documentation of the physicians' agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

PERSONAL PHYSICIAN OR MEDICAL GROUP NAME: _____

☐ ***I agree to treat*** **the above named employee in the event of an industrial accident or injury.** I meet the criteria outlined above. I agree to adhere to the Administrative Director's Rules and Regulations, Section 9785, regarding the duties of the employee-designated physician.

_____ _____

(Physician or Designated Employee of the Physician or Medical Group) Date

Please return completed form to:

Monson-Sultana School, 559-591-0717 (fax)



HANDBOOK
For
CLASSIFIED PERSONNEL

Board Approved
July 25, 2023

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Introduction

The Monson-Sultana Joint Union Elementary School District (MSJUESD) is governed by a five member Board of Trustees. The Superintendent/Principal is responsible for the overall administration of the school in accordance with state and federal law and the implementation of District policies. We are pleased to have you as a member of our team and hope that you find that the satisfaction gained from doing your job matches the effort you put into your work.

This Classified Employee Handbook has been written to provide information and guidance to Monson-Sultana's classified employees. The District expressly reserves the right to change, add or delete any of the provisions in this handbook at any time. Moreover, given the reality of a complex, ever-evolving organization, the information in this handbook is not all-inclusive. The Classified Handbook is not a contract. This handbook is provided to assist employees in dealing with the day-to-day operations of the school. ***It is crucial that all employees read the handbook thoroughly and become familiar with its contents. You will be responsible for enforcing and following the policies contained in this handbook.***

It is likely that as events occur over the course of the school year that additions to the handbook will become necessary. It is also likely that many of the policies and procedures that are set forth in the handbook will change over time. Pay particular attention to the wording of policies. Statements such as "employees must", "employees are required to", or "employees will" indicate actions that are mandatory. This is a quick reference guide. As with all things, when you have questions or concerns you should always check with the superintendent/principal.

Employee Expectations

All employees are expected to demonstrate a professional, cooperative, knowledgeable and courteous demeanor in all interactions with students, parents, colleagues and members of the community. Work attire should reflect the professional responsibilities of an employee's position, exhibiting concern for safety, hygiene, neatness, cleanliness and projecting positive role models for students enrolled at Monson-Sultana School.

At a minimum, it is expected that all employees will follow general and specific work and employment guidelines, carry out instructions and directions appropriately issued by supervisors or administrators and perform job responsibilities in a satisfactory manner. Employees are expected to be regular in attendance, arriving on time and adhering to designated starting and ending times for work, breaks, lunch, prep periods, etc. Employees are advised that supplies, equipment and services (including Internet access and fax machines) are for professional use. Excessive use of supplies, services or equipment for personal reasons are not allowed. Inappropriate use of equipment, supplies or services including electronic access may result in disciplinary action.

Employees will;

1. Provide a safe, orderly, and caring environment conducive to learning.
2. Put student and staff safety above all else.
3. Be on time getting to school, getting to meetings, and getting to assigned student supervision duty.
4. Treat students, staff, and parents with dignity and respect at all times. At no time should employees use excessively loud voices, sarcasm, profanity, or name calling toward students.
5. Utilize common sense and good judgment. Employees will not put their hands on students except to prevent imminent injury. Under no circumstances should employees engage in horseplay or rough-housing with students.
6. Maintain a positive attitude. Negative attitudes create a caustic school environment and create barriers to student achievement.
7. Follow all state and federal laws in addition to school and district policies.

Employee Notifications

The policies/legal mandates presented in the **Employee Notification** section (pages 17 through 32) represent only those that are state mandated notifications. A complete set of District policies is available with a link located on the District's website (www.msschool.org). All employees must sign the Annual Notification Checklist and Acknowledgment (Page 17) and return it to the Business Manager no later than September 1 of each year.

Employment Responsibilities

Each classified position represents a service that is important in carrying out the program of public education in this district. The community expects much from its public employees in return for adequate salaries and responsible conditions of employment.

The first responsibility of any employee is to do well in the position to which he/she has been assigned. The safety and health of students are affected by the condition of the buildings, grounds, and equipment. The Governing Board believes that since classified employees are working in an educational environment and many are working closely with students they should conduct themselves in a manner that will serve as a good example to youth.

Public education is a cooperative venture involving the services of many people. The district functions best when there is a spirit of cooperation among all employees when the employees have confidence in and respect for rights and responsibilities of others.

Each employee should seek to learn as much as possible about the total program of the schools, for he/she will be called upon frequently to answer questions about the schools and to interpret the school program to the community.

Accidents

All accidents will be reported immediately to the nurse and secretary. Accident report forms are located in the nurse's office. Fill out the Accident Report immediately after the accident. The nurse/health services aide will submit all accident reports to the principal who will determine what if any further action is necessary.

Anti-Harassment and Sexual Harassment Policy

Monson-Sultana School seeks to promote a workplace and educational environment that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. The district will not tolerate harassing conduct that affects employment or educational conditions, that interferes unreasonably with an individual's work performance or that creates an intimidating, hostile or offensive work or school environment. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated.

Harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law. Harassment includes, but is not limited to, display or circulation of written materials or pictures that are degrading to a person or group described above; or verbal abuse or insults about, directed at, or made in the presence of an individual or group described above. Sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when submission to or rejection of such advances, requests or conduct are made either explicitly or implicitly a term or condition of employment, academic standing, school-related opportunities or as a basis for employment decisions or such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's academic or work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment. All reports of harassment, sexual or otherwise, will be investigated promptly in a confidential manner and disciplinary action taken as appropriate.

Attendance

If you must be absent from school/work for any reason, it is your responsibility to call your immediate supervisor and Jackie no later than 7:45 a.m. (earlier if you have duties that require a substitute such as crossing guard, bus driver, etc.). You must ask Jackie to add your name to the list of employees out for that day on the white board in the staff room. If you know in advance that you will be out, write your name on the board and put the day(s) which you will be absent on. Additionally, you will log onto the frontline absence management system to report any type of absence.

Electronic Attendance System (IdentiMetrics)

Workday: All classified employees should use IdentiMetrics (or replacement) devices at the start and end of their workday including authorized extra-time / overtime.

Lunch Period: Employees shall not be required to use the IdentiMetrics device at the start/end times of their lunch period.

Extra-time/overtime: All employees who work extra-time/overtime shall use the IdentiMetrics device at the start and end times of hours worked. Employees are responsible for inputting a comment for each extra-time/overtime request, stating the reason and who authorized the extra-time/overtime.

Bus Driver's License

The district will reimburse bus drivers the cost of their bus driver's license once every four (4) years.

Cellular Phone Use

Employees will not use cellular phones to talk or send text messages during class time (for Instructional Assistants) or while directly supervising students. The use of cell phones during break time, lunch, prep periods, etc. is authorized.

Child Abuse Reporting

The California Child Abuse Reporting Law is found in Penal Code Sections 11165-11174.3. As a "Mandated Reporter" all teachers must become familiar with the reporting requirements as they are set forth in the Penal Code (PC). Under this law, when the victim is a child (a person under the age of 18), the following types of abuse ***MUST BE REPORTED***:

a. Physical injury inflicted by other than accidental means.
b. Sexual abuse which includes sexual assault, and providing pornography to minors.
c. Willful cruelty or unjustified punishment.
d. Unlawful corporal punishment or injury resulting in a traumatic condition.
e. Neglect of a child to include acts of omission harming or threatening a child's health.

CPS Reporting Forms may be found online on the "MS Staff Shared Folder". **Print and complete the form before calling CPS. Be sure to record the name of the person you speak to on the form**. Submit form to the office after completing the reporting of the incident.

The report must be made to the county welfare department by phone immediately (1-800-331-1585) and a written report must be submitted within 36 hours and then mailed to:

Child Welfare Services
1066 N. Alta Ave.
Dinuba, CA 93279

Liability for failure to report by a Mandated Reporter is a misdemeanor punishable by up to 6 months in jail and/or a $1000 fine. **Educators risk losing their credential for failing to report as well as the possibility of being found civilly liable for damages if the child is further victimized. Contact the principal for assistance with reporting or when in doubt.** Board Policy 5141.4(a) sets forth District Policy on Child Abuse Reporting.

All classified employees are responsible for completing the Keenan Safe Schools training on child abuse reporting within 30 school days of the first day of school. You should print out the certificate for the training and turn it in to the Superintendent/Principal for signature.

Confidentiality

As an employee of Monson-Sultana School, you may have access to confidential, protected or privileged information. It is expected that employees will protect others' rights to privacy by not releasing such information to unauthorized individuals. Treat all school documents (discipline referrals, attendance and absentee sheets, report cards, progress reports, court orders, etc.) as confidential. At no time should these documents be accessible to students or unauthorized personnel. Secure all school related documents in a locking drawer or cabinet when not in use. Remember to turn your computer off when you are not in the area to prohibit students or other unauthorized personnel from accessing files. Failure to do so may result in disciplinary action up to and including termination of employment. You can also be held liable in civil court for the unauthorized disclosure of confidential information in your possession.

Confiscating Items from Students

The following 2 paragraphs appear in the District Handbook for students and parents:

> ***Bringing Inappropriate Things to School (Education Code 48900 Section K)***
> *There are some things which a student must not bring to school because they are dangerous to the student or other students, or they interfere with the rights of others to learn. Some examples of things that must not be brought to school are personal electronic devices such as iPods, video games, pagers, and MP3 players. Other items not allowed in school include: toys, games, water balloons, fireworks, lighters, matches, medications, laser pointers, or any other item determined to be dangerous or disruptive to the educational environment by the Principal. Inappropriate items will be confiscated and turned over to the Principal. Depending upon the seriousness of the offense, detention and citation procedures will apply. The school district is not responsible for the loss of personal items brought to school.*
>
> ***Cell Phone Use by Students (Education Code 48900 Section K)***
> *Ringing or vibrating cell phones can disrupt classes and distract students who should be involved in the lesson at hand. Cell phones can be used for text messaging and could be used to cheat on tests or other classroom work. Most cell phones have cameras that can be used to take photos of exams or inappropriate and unauthorized photos of other students. Cell phone use by students will not be allowed during school hours. Students are allowed to use the telephone in the office in the event of an emergency (see "Telephone" on page 23). Parents who allow their child to carry a cell phone to school must take responsibility for ensuring that their child keeps the phone turned off and out of view at all times. School staff that sees a student with a cell phone in hand will confiscate the phone and take it to the office where it will be kept until a parent comes to meet with the Principal. Depending upon the seriousness of the offense, detention and citation procedures will apply. The school district is not responsible for the loss of personal items brought to school.*

District policy is clear on what can and cannot be brought to school by students. However, it leaves what action to take when a student violates this policy up to the site principal. Here is how staff members are expected to correctly handle situations requiring confiscation of personal property;

- All dangerous items must be confiscated and the office contacted immediately.
- If a student has a cell phone, portable electronic game, or other item that you feel is not dangerous and they have it out during class time, **you should first warn them to put it away and then on the 2nd offense confiscate the item**. If the student refuses to turn the item over to you, contact an administrator or send the student to the office.

HOWEVER, once you confiscate the item, you must take every precaution to protect the item from being lost, stolen, or damaged. Failure to protect the personal property of another which you have confiscated makes you responsible for the item. If you are not willing to accept this responsibility, DO NOT CONFISCATE THE ITEM. It is recommended that you place the item in a desk or file cabinet drawer that can be locked until you can turn it into the office. Take the item to the office (do not send it via another student) as soon as possible and it will be locked away in an envelope or box with the student's name on it until a parent can come to the office to pick it up.

- Teachers should address this in their classroom rules and procedures.

Dress and Grooming

Teachers and other school personnel are expected to set an example for our students. At a minimum, teachers and staff should adhere to the student dress code. The Governing Board believes that since teachers and staff serve as role models, they should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board encourages staff during school hours to wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Teachers and staff may wear blue jeans on Fridays or district designated days only, unless approval is given in advance by the principal. Fingernails should be reasonable, appropriate in length, and should not present a safety issue.

Email Etiquette

All users of District email are expected to exercise good judgment and professionalism in the content and tone of their email messages. Email messages sent through Monson-Sultana School are public documents and should not be used to convey confidential information. By law, all information sent via District email is considered public information. Court rulings have determined that employees should not expect information sent via District email to be private or confidential in nature.

Evaluations

The basic purpose of evaluating employees is promoting better job performance. Evaluation is one of the key methods by which the administration provides leadership to the school. It is important that both the employee and the evaluator understand the purpose of evaluation. It should be perceived as a positive process. Performance evaluation serves to highlight employees' strengths as well as their areas in need of improvement. All classified employees will be evaluated at a minimum of once per year. Probationary employees will be evaluated on a semi-annual basis.

Any classified employee who receives a recommendation of "Retained with Conditions" on an evaluation will be considered to be on probation until their next evaluation. While on probation, the employee will be evaluated twice per year until their performance either improves to an "Employee to be Retained" overall rating or until they are referred to the Board for dismissal if performance does not improve.

During the probationary period the evaluator may assign such training that he/she feels will assist the employee in addressing their areas of needed improvement. See the appendix for a copy of the Classified Evaluation Form.

Fingerprints/Criminal Clearance

Prior to employment, all new employees are subject to fingerprint clearance through the Department of Justice (DOJ). Final approval of employment will not be granted and the employee may not begin work until clearance from the DOJ has been received, except in an emergency. If the employee is granted approval to begin work prior to receipt of DOJ clearance and the subsequent DOJ report indicates unsuitable criminal history, the offer of employment will be withdrawn and the Probationary

employee will be dismissed.

Grievance/Complaints/Grievance Procedures

The Governing Board recognizes that provisions for dealing with grievances are an essential part of good personnel administration.

A "grievance" must be based upon an alleged violation of a specific provision of the employee agreement. "Complaints" from employed personnel regarding alleged misapplication of policies, rules, regulations, and procedures outside the scope of an employee agreement will be dealt with as provided by such policies, rules, regulations, and procedures.

The Board expects the Superintendent to establish procedures for dealing promptly and equitably with complaints which may be resolved quickly without resorting to more formal grievance procedures.

Specific procedures shall be established for individuals to appeal their problems to the Board if redress is not obtained through established channels.

Grievance-Definition: A "grievance" is a formal written allegation by a grievant that the grievant has been adversely affected by a violation of the specific provisions of the employee agreement.

Complaints-Definition: A "complaint" shall be defined as an alleged misapplication of the district's polices and/or regulations. Procedures for a complaint are established by the administration and provide a route of appeal through channels to the Governing Board, if necessary.

Step I - Informal Resolution

Every effort shall be made to resolve complaints and disagreements on an informal level. The employee must first attempt to resolve the complaint through a discussion with his/her immediate administrator supervisor or at a requested conference. The formal complaint procedure should not be initiated unless attempts at resolving the complaint at the informal level have been exhausted.

Step II - Formal Procedure

If the informal efforts to resolve the complaint fail, the employee shall file a formal written complaint. The formal complaint shall be submitted to the principal and within the district prescribed time limits. The appropriate district administrator shall communicate his/her decision in writing to the parties involved within five (5) working days of receiving the formal written complaint.

Step III - Superintendent Appeal

Within five (5) working days from receipt of the decision by the principal in Step II, the complainant may appeal, in writing, to the Superintendent or designee. Within fifteen (15) working days, the Superintendent or designee shall investigate the complaint and communicate his/her decision, in writing accompanied by supporting reasons for the decision, to the person(s) involved.

Step IV - Governing Board Appeal

Within ten (10) working days of receipt of the decision from the Superintendent or designee, the complainant may appeal to the Governing Board. All materials relative to the complaint shall be submitted to the Board within twenty (20) working days. The Board shall review the complaint at the next scheduled Board meeting after having received the appeal and related

materials. The Board may elect to hold a hearing on the complaint or allow the decision of the Superintendent or designee to prevail. In either event, the determination of the Board shall be final and binding on all parties.
General Provisions

1. Any complaint not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the response given in the preceding step.

2. Time allowances set forth in this Complaint Resolution Procedure may be extended by mutual consent of the complainant and the Superintendent.

3. Should the processing of any complaint require that an employee be absent from his/her regular assignment, it shall be without loss of pay or benefits.

4. No reprisals of any kind shall be taken by or against any participant in the Complaint Resolution Procedure by reason of such participation.

5. All documents, communications and records dealing with the processing of a complaint will be filed separately from the personnel files of the participants.

6. All parties of the complaint will make available to other parties involved, all pertinent information in their possession and control and not privileged under the law which is relevant to the issues raised by the complaint. (cf. 4119.1/4219.1 - Civil and Legal Rights)

Health Insurance

Except as set forth below, the district agrees to provide health insurance coverage under the district's existing base insurance plan, or such equivalent plans as the district may select, for any full-time (8 hour) employees who elect such coverage. Payment of any additional portion of any premium required to provide such employees or for such employees, and upon receipt by district or proper authorization, such payment shall be accomplished by payroll deduction. Eligibility and benefits shall be set forth in the insurance plans. Payment of premiums for the insurance benefits plan shall be the sole and complete responsibility of the individual employee when such employee is on an approved unpaid leave of absence.

An employee who resigns his/her position to accept another position within the field of education will continue to have insurance coverage from the time of resignation until his/her insurance takes effect at the new position, or for a period not to exceed two (2) months from the date of the last working day with the district.

All employees not covered under the District's base benefit package are eligible for coverage under the SISC Bronze Plan.

Holidays

Classified employees receive holidays designated by law or in their contracts. Holidays falling within the employee's vacation period do not count as vacation days. The following holidays are recognized for 2023-2024 school year:

Independence Day (July 4) – (12 month employees)
Labor Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving
Half Day Christmas Eve – (12 month employees)
Christmas Day
Half Day New Year's Eve – (12 month employees)
New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Good Friday (Friday before Easter)
Memorial Day
Juneteenth

If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday.

Jury/Legal Duties

Full-time and part-time personnel will be granted leave with pay for court appearances as a juror or witness (Education Code 44036). Any jury or witness fees received by the employee, minus the amount for necessary mileage one way, and other expenses connected with the court appearance, shall be returned to the school district.

Leaves

The Governing Board shall provide for employee absences as authorized by law and Board policy. The Board recognizes the following justifiable reasons of absence.

1. Personal sickness or injury, pregnancy, jury duty, military service or emergencies beyond control.
2. Family illness, bereavement, and other personal reasons.
3. Personal business leave (2 days).
4. Non-grievance leave (3 days).

Bereavement

Any employee of the school district is entitled to a leave of absence of up to three (3) days, or five (5) days if out-of-state travel is required, because of the death of any member of the employee's immediate family. No deduction will be made from the salary of the employee, nor will such leave be deducted from any other leave to which the employee is entitled. For purposes of this regulation a member of the immediate family shall be understood to mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

Additional leave may be granted under personal leave provisions of the request of the employee if the employee is eligible for such leave. The Superintendent may grant additional leave on an unpaid leave basis of up to five (5) days at his/her discretion.

Catastrophic Leave Program

When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time, fellow employees may donate accrued vacation and sick leave credits to that employee under the specific requirements of the district's catastrophic leave program. Donations made under this leave program shall be strictly voluntary.

Court Appearance Other Than Jury Duty

Whenever the employee is subpoenaed as a witness in a case involving the school district, he/she may have time for appearance in court without loss of pay. No salary will be paid in cases where an employee is a voluntary witness appearing in his own interest, except as provided under provisions for use of sick leave under personal emergencies. No salary deductions shall be made for absences if an employee is under a subpoena in a court case in which he/she is not an interested party or a voluntary witness.

Emergency Leave

The Board reserves the right to specify within the limits of statute and judicial precedent, the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the total number of sick days which may be used in any school year for personal necessity leave.

Family and Medical Leave Act (FMLA)

The FMLA is a federal law that lets covered employees take extended time away from work, to handle certain family or medical needs. A covered employer must provide eligible employees with a maximum of twelve weeks of leave. The leave may be unpaid, but it may be combined with accrued paid leave (such as vacation or sick leave).

An *eligible employee* (see *"FMLA Eligibility"* below) may take leave:

- For the birth, adoption, or placement of a child;
- To care for a spouse, minor, or incompetent child, or parent who has a "serious health condition" (more on this below);
- To handle the employee's own serious health condition that makes him or her unable to work.

A "serious health condition" is defined as an illness, injury, impairment, or condition that involves:

- Hospital care;
- Absence from work, plus continuing treatment;
- Pregnancy;
- Treatment for a chronic condition;

FMLA Eligibility

Not every employer is required to provide its employees with family or medical leave. Federal law states that an employer is required to provide employees with leave if the employer employed fifty or more employees in twenty or more weeks in the current or prior calendar year.

When the total number of employees in the District is fewer than 50, the District reserves the right to deny such a request based upon one or more of the following circumstances; the educational needs of the school prohibit approving the request; an inability to find a highly qualified substitute; a determination that payment of the employee's health benefits during unpaid family medical leave will result in a net loss of revenue to the District.

Industrial Accident or Illness Leave

When a classified employee is absent from his/her duties because of an industrial accident or illness, the following rules shall apply:

1. Allowable leave for any single accident or illness shall be sixty (60) days in any one fiscal year.
2. Allowable leave shall not accumulate from year to year.

3. Industrial accident or illness leave shall start on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state exceed the normal wage for the day.
5. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a compensation award made under workers' compensation.
6. When an industrial accident or illness leave occurs at a time when the full sixty (60) days overlaps into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury. Upon expiration of allowable leave for an industrial accident or illness leave, the employee shall use personal illness and injury leave as provided by Education Code 45191. If the employee continues to receive workers' compensation, he/she shall be entitled to use only as much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave as, when added to the employee's workers' compensation award, will provide for a full day's wage or salary.
7. When available paid leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request additional leave.
8. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the 39 month period, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.
9. During any paid leave of absence, the employee shall endorse to the district the workers' compensation checks received on account of his/her industrial accident or illness. In those cases, the district will issue appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement and other authorized contributions.
10. Any employee receiving benefits under this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

Long-Term Leaves

The Board may grant long-term leaves of absence in accordance with administrative regulations. Sabbatical leaves shall be strictly governed by the Education Code and Board Policy.

Maternity Leave

Leave for maternity purposes may be taken in one of the following three ways:

1. A leave of absence for maternity purpose (Maternity Leave).
2. Sick leave for maternity purposes.
3. Combining maternity leave and sick leave for maternity purposes.

Whichever option is chosen by the employee, the following rules shall apply:

1. Maternity leave is provided for female employees who choose to be absent from their duties because of pregnancy or convalescence following childbirth.
2. The employee shall give notice of pregnancy to her principal and/or the district office, together with the expected due date, and a physician's certificate verifying the pregnancy. This shall be done as soon as possible.
3. The employee shall, at the earliest date possible, in no event later than four weeks prior to the actual commencement of maternity leave, advise her principal and/or the district office of the date on which she will commence maternity leave. She shall not continue to work beyond such date. She may commence

maternity leave at an earlier date only if she becomes physically incapable of performing her duties, when certified by her physician.

4. An employee who has commenced maternity leave shall not return to her duties until after her delivery or the pregnancy is otherwise terminated. She shall submit a notice of intent to return four weeks prior to resuming her position, request an extension of leave, or submit a resignation if not returning. She may return to her duties as soon after delivery or termination of pregnancy as she can provide a written statement, signed by her physician certifying that she is physically and mentally able to return to full-time employment. Maternity leave for a prior pregnancy shall not be resumed after having returned to full-time employment.

Non-grievance Leave

Non-grievance Leave will be deducted from the employee's allowable sick leave. Three days are allowed per year. Non-grievance leave shall be granted when 24 hours or more notice has been given. An employee shall notify his/her supervisor in writing with sufficient time to secure a substitute. This leave shall not be taken the first and/or last days of the school year, **nor the day before or after a 3 day weekend**. Not more than one person should be granted leave at a time. Consideration shall be given for a hardship on other employees, on days of special events or activities before approval is granted.

Unpaid Leave

Classified employees may be granted a personal business leave without pay, upon recommendation of the Superintendent and approval of the Board (Education Code 44962). Each case is to be evaluated on its own individual basis. No leaves of absence to try at a new business with job guarantee if it fails. A full day's pay shall be deducted for each day of absence. Except in extreme emergencies, requests for such leave shall be made to the Superintendent thirty (30) days prior to the leave. The Board and the district shall not be liable for payment of any compensation or damages for the death or injury occurred while the employee is on leave of absence.

Notifications

Employees shall notify their supervisor of their need to be absent as soon as such need is known (a minimum of 3 days notice will be given whenever possible), so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall again notify the district of the need for a substitute. If the duration of absence is unknown or becomes shorter than estimated, the employee shall notify the district of his/her intent to return by at least 4 p.m. of the working day preceding the day he/she returns.

When available paid leave has been exhausted, the employee shall be notified in writing and shall be offered an opportunity to request additional leave. (Education Code 45195)

Personal Business Leave

Personal business leave will be deducted from the employee's allowable sick leave (two days allowed per year). Personal business leave shall be granted for emergencies and events which may occur, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which require the attention of the employee during his/her assigned hours of service. Two common uses of Personal Business Leave would be to attend funerals (where Bereavement Leave would not apply) and to attend weddings of family or close family friends. Other examples are IRS Audit, court appearances, burglary and accident.

An employee shall notify his/her supervisor in writing with sufficient time to secure a substitute, except in the case of an emergency.

Personal Illness and Injury Leave

Each full-time employee is entitled to twelve (12) days' personal illness or injury leave of absence per fiscal year, with full pay. Full-time employees who serve less than a full fiscal year shall be granted a prorated share of the twelve (12) days' leave, and part-time employees shall be granted comparable sick leave in proportion to the time employed. (Education Code 45191) Credit for sick leave does not have to be accrued before an employee takes a sick leave. Such leave may be taken at any time during the year. However, new employees shall not be entitled to more than six (6) days of sick leave until they have completed six (6) months of active service with the district. Unused days of sick leave shall be accumulated from year to year without limitation.

The Governing Board shall establish regulations requiring proof of illness or injuries reported by employees and specifying procedures by which such verification shall be made. (Education Code 45191)

Upon request, employees who terminate their service to the district may have their accumulated sick leave transferred to their next district of employment. (Education Code 45202)

After any absence in excess of three days, due to illness or injury, the employee shall verify the absence by submitting a completed and signed doctor's verification of absence to the superintendent.

The district may additionally require written verification by the employee's doctor or practitioner for any absence due to illness or injury. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury. Chronic absenteeism may be indicated when an employee has exhausted his/her entire twelve-day sick leave benefit during three or more of the past five years.

At its expense the district may require an employee to visit a physician selected by the district in order to receive a report on the nature and severity of an illness or injury. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee, after giving notice to the employee, may deny further leave.

Before returning to work, an employee who has been absent for surgery, hospitalization, injuries related to accidents or extended medical treatment will be asked to submit a letter from his/her doctor stating that he/she is able to return and stipulating any recommended restrictions or limitations. The district may, at district expense, require the opinion of a physician chosen by the district.

Return to Service

An employee shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work at such time as he/she and his/her physician agree that there has been such a recovery. The Board's report of an industrial accident or illness shall be kept on file by the District.

Use of Sick Leave for Personal Necessity

Education Code, Section 44981-- Under this section the employee may use at his/her election, in cases of personal necessity, a leave of absence up to seven (consistent with Ed Code) days per school year which shall be deducted from his/her regular accumulated sick leave for the following reasons.

1. Death or serious illness of a member of his immediate family. Serious illness is defined in situations where the employee is needed to take care of a member of the immediate family who is in need of assistance, or cases where the employee needs to take a member of the immediate family to a doctor on an emergency basis.
2. Accident involving his/her person or property or the property of a member of his/her immediate family.
3. Appearance in court as a litigant or as a witness under an official order.

4. Personal medical appointments that have been made and are pre-approved.

The "immediate family" means the mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, grandchildren of the employee, grandmother/grandfather, of the employee or the spouse, and son-in-law, daughter-in-law, of the employee or any relative living in the immediate household. All requests for this personal emergency leave must be submitted to the Superintendent/Principal in writing stating the number of days to be deducted from the regular accumulated sick leave and proof, either by a legal document or other proof, that the leave requested fits with the policy above. No such accumulated leave in excess of seven days may be used in any school for the purposes of personal necessity leave.

When a classified employee is on sick leave that exceeds the accumulated number of days of sick leave of the employee, the amount deducted from the salary due him or her for any of the time spent on sick leave shall not exceed the amount that is actually paid to the substitute employee who filled the position during the employee's absence. For extended illnesses or injuries, the daily rate of substitute pay shall be paid for up to 30 consecutive days. After the 30 day period, the Long-Term substitute pay will be initiated.

LEAVE REQUEST EXPLANATION TABLE

Type of Leave	Annual Entitlement	Deducted From	Examples of Authorized Uses
Sick Leave	*TBD by Position	Sick Leave	When **YOU** are sick or recovering from a medical procedure.
Personal Necessity Leave	7 days	Sick Leave	Death or serious illness of a family member. Medical and dental appointments for yourself or immediate family members. Driving an immediate family member to a medical procedure, caring for a child with chicken-pox, attending the birth and/or providing care following the birth of a grandchild would all fall under this type of leave.
Personal Business Leave	2 days	Sick Leave	Circumstances an employee cannot reasonably be expected to ignore. Common uses are, IRS audit, court appearances, robbery, and accident. Funerals (where Bereavement Leave would not apply), weddings and graduations during work hours or which require travel.
Non-Grievance Leave	3 days	Sick Leave	No explanation required. Prior approval (minimum 24 hour notice) required.
Bereavement Leave	3 days for in-state 5 days for out-of-state	No deduction	For circumstances involving immediate family members (mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
Jury Duty	As determined by the court	No deduction	Summoned to appear by court.

Overtime Pay/Compensatory Time Off

It is the intent of the district to provide enough classified personnel to handle the average workload within the district. It is accepted that extra work may be necessary during various peak lead periods or in the case of unexpected emergencies. It is the intent of the district, consistent with the request of an employee, to provide compensatory time off for overtime work to the extent that cash payment is not required by the Federal Fair Labor Standards Act.

For purposes of this policy, overtime shall be considered any time worked over a forty (40) hour week and shall be compensated at time-and-one-half (in money or compensatory time off.) In all cases, all overtime beyond 60 hours in a given year (40) overtime hours shall be compensated in cash.

Classified employees are permitted to accumulate compensatory time ("Comp Time"), based upon a one-hour-worked, one-hour-earned standard for hours worked beyond the Regular Work Day (for on-campus work only unless attending school approved training or job related functions off campus).

Employees may accumulate a maximum amount of Comp Time equal to 1.5 times the hours worked in a day (i.e., an 8 hour employee may accumulate a maximum of 12 hours of comp time based on 1.5 x 8 hours = 12 hours). For 7 hour employees the maximum number of comp time is based on 1.5 x 7 hours = 10.5 hours. For 6 hour employees the maximum accumulated comp time is 1.5 x 6 hours = 9 hours.

All Comp Time must be pre-approved by the Superintendent (except in emergencies), documented and on file with the Business Manager. A comp time approval sheet needs to be completed ahead of performing comp duties. Accumulated Comp Time may be used in lieu of Non-Grievance Days or Personal Days with pre-approval from the Superintendent or Business Manager. Comp Time shall not be used in conjunction with vacation days, holidays, sick days or non-duty days. Comp Time cannot be carried over from the end of one school year to the beginning of the next school year, nor can it be paid out in salary. Any comp time not used prior to June 30th will be lost.

Salary Placement

If a classified employee has completed one year of like experience in a regular, paid position and can provide verification of this experience, the employee will be advanced one step on the salary schedule. The maximum number of steps that a new employee may advance due to previous experience will be 3, regardless of the number of years of experience. Verification shall be a letter from the previous employer on its letterhead indicating beginning and ending dates of employment and the title of the position held. An employee has 3 calendar months from the date of hire to submit this information to the Business Manager and the advancement on the salary schedule shall be retroactive to the date of hire.

Salary Schedule

Classified personnel employed during the first half of the calendar year (January 1 to June 30) remain on the first step of the salary schedule until July 1 of the following calendar year. Those employed during the second half of the calendar year (July 1 to December 31) shall advance to the second step of the salary schedule on July 1 of the following calendar year.

Unemployment Insurance

Every regularly employed classified school employee shall be covered for unemployment insurance.

Vacation

Classified employees on the regular classified salary schedule who are employed full-time are allowed vacation with pay each year according to terms established by employee agreement(s) or the current regulations established by the district. Less than one year's service merits vacation in proportion to the time served. Part-time employees on a regular contract merit vacation

which is prorated according to the time served. Part-time employees working on an intermittent basis are not entitled to vacation time. The term of employment to be used for determining vacation time shall be based on the time served by the employee.

Twelve-month employees shall take their vacation time during the summer months or non-school operating time. Time of vacation is to be arranged with the Superintendent and their supervisor. Maintenance Operations and Transportation and Technology department employees get one week vacation while school is in session with preapproval of the Superintendent. Employees will receive one week of vacation after the completion of the first year. Two weeks after the completion of the second year. Three weeks after the completion of the tenth (10th) year. Four weeks after the completion of the fifteenth (15th) year. Six weeks after the completion of the thirtieth (30th) year. Vacation time shall not be accumulated from one fiscal year to another.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT
ANNUAL EMPLOYEE NOTIFICATION
CHECKLIST AND ACKNOWLEDGEMENT

Step 1: Read and familiarize yourself with the documents found in the Employee Notifications section of your employee handbook. Board Policies on the topics below can be found in the Employee Notifications section of the handbook:

- Bullying
- Child Abuse Reporting Requirements (Mandated Reporting)
- Drug & Alcohol Free Workplace
- Sexual Harassment Information Sheet
- Employee Use of Technology Policy
- Title IX Policy
- Uniform Complaint Procedure Brochure
- W C Notice to Employees

Step 2: Read and sign the following employee acknowledgement.

Employee Acknowledgment

The information contained in this memo and on the MSJUESD website outlines important information about the Monson-Sultana Joint. Union Elementary School District; I understand that I should consult the Business department regarding any questions I may have. I also understand that I can download forms from the MSJUESD website.

Since the information referred to in this memo is subject to change, I acknowledge that revisions to the policies may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Superintendent of Monson-Sultana Joint Union Elementary School District has the ability to adopt any revisions to the policies in this handout.

Furthermore, I acknowledge that this handout is neither a contract nor a legal document.

I acknowledge the following:

I have received the information listed above by accessing the MSJUESD website and/or have obtained a printed copy,

I have read and reviewed all the information listed above, and

I understand that it is my responsibility to comply with the policies and any revisions made to them.

Printed Name: _____ Position Title: _____

Signature: _____ Date: _____

Monson-Sultana Jt Un ESD | AR 5131.2 Students

Bullying

Examples of Prohibited Conduct

Bullying is an aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and may involve a single severe act or repetition or potential repetition of a deliberate act. Bullying includes, but is not limited to, any act described in Education Code 48900(r).

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying: An act that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures

2. Verbal bullying: An act that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm

3. Social/relational bullying: An act that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public

4. Cyberbullying: An act such as sending demeaning or hateful text messages or emails, spreading rumors by email or by posting on social networking sites, or posting or sharing embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

2. Providing information to students, through student handbooks, district and school web sites and social media, and other age-appropriate means, about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying

3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially

and anonymously

4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as playgrounds, hallways, restrooms, and cafeterias

5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall annually make available to all certificated staff and to other employees who have regular interaction with students the California Department of Education (CDE) online training module on the dynamics of bullying and cyberbullying, including the identification of bullying and cyberbullying and the implementation of strategies to address bullying. (Education Code 32283.5)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences

2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims

3. Identify the signs of bullying or harassing behavior

4. Take immediate corrective action when bullying is observed

5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Information and Resources

The Superintendent or designee shall post on the district's web site, in a prominent location and in a manner that is easily accessible to students and parents/guardians, information on bullying and harassment prevention which includes the following: (Education Code 234.6)

1. The district's policy on student suicide prevention, including a reference to the policy's age appropriateness for students in grades K-6

(cf. 5141.52 - Suicide Prevention)

2. The definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8

3. Title IX information included on the district's web site pursuant to Education Code 221.61, and a link to the Title IX information included on CDE's web site pursuant to Education Code 221.6

4. District policies on student sexual harassment, prevention and response to hate violence, discrimination, harassment, intimidation, bullying, and cyberbullying

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

5. A section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media

6. A link to statewide resources, including community-based organizations, compiled by CDE pursuant to Education Code 234.5.

7. Any additional information the Superintendent or designee deems important for preventing bullying and harassment

(cf. 1113 - District and School Web Sites)

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character development, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

(cf. 1312.3 - Uniform Complaint Procedures)

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5116.2 - Involuntary Student Transfers)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Support Services

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

Regulation MONSON-SULTANA JOINT UNION ESD

approved: February 4, 2020 Dinuba, California

CHILD ABUSE PREVENTION AND REPORTING
Child Abuse Prevention

The Governing Board recognizes the district's responsibility to educate students about the dangers of child abuse so that they will acquire the skills and techniques needed to identify unsafe situations and to react appropriately and promptly.

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, inform them of available support resources, and teach them how to obtain help and disclose incidents of abuse. The curriculum also shall include training in self-protection techniques.
(cf 6143 - *Courses of Study)*

The Superintendent/Principal or designee shall seek to incorporate community resources into the district's child abuse prevention programs. To the extent feasible, the Superintendent/Principal or designee shall use these community resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.
(cf 1020 - Youth Services)

Child Abuse Reporting
The Board recognizes that child abuse has severe consequences and that the district has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. The Superintendent/Principal or designee shall establish procedures for the identification and reporting of such incidents in accordance with law.
(cf 0450 - Comprehensive Safety Plan)

Employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect. The Superintendent/Principal or designee shall provide training regarding the reporting duties of mandated reporters.

In the event that training is not provided to mandated reporters, the Superintendent/Principal or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7)
Legal Reference: (see next page)

CHILD ABUSE PREVENTION AND REPORTING
Legal Reference:
EDUCATION CODE
32280-32288 Comprehensive school safety plans
33308.1 Guidelines on procedure for filing child abuse complaints
44690-44691 Stal/development in the detection of child abuse and neglect
44807 Duty concerning conduct of students
48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
4900 J Prohibition of corporal punishment
5 J 220.5 Parenting skills education
PENAL CODE
152.3 Duty to report murder, rape, or lewd or lascivious act
273a Willful cruelty or unjustifiable punishment of child; endangering life or health

288 Definition of lewd or lascivious act requiring reporting
J 1164-11174.4 *Child Abuse and Neglect Reporting Act*
WELFARE AND INSTITUTIONS CODE
15630-15637 Dependent adult abuse reporting
CODE OF REGULATIONS, TITLE 5
4650 Filing complaints with CDE, special education students
A1anagement Resources:
Policy
CDE LEGAL ADVISORIES
0514.93 Guidelines for parents to report suspected child abuse
WEB SITES
California Attorney General :r Office, Crime and Violence Prevention Center: http://safestate.org
California Department of Education, S4 Schools: http://Wtvw.cde.ca.gov/fs/ss
California Department of Social Services, Children and Family Services Division: http://www.childsworld.ca.gov
Us. Department of Health and Human Services, National Clearinghouse on Child Abuse and Neglect Information: http://nccanch.Clcfhhs.gov

CHILD ABUSE PREVENTION AND REPORTING
Definitions
Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)
1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangerment of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4 *Child abuse or neglect* does not include:
    1. A mutual affray between minors (Penal Code 11165.6)
    2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)

(cf 3515.3 - *District Police/Security Department)*

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student (Education Code 49001)
(cf 5144 - *Discipline)*
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student (Education Code 49001)
AR S141.4(b)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; administrators and employees of a licensed day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect.
However, *reasonable suspicion* does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)
Reportable Offenses
A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166) Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3,288)

Responsibility for Reporting
The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166) When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)
Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures
1. Initial Telephone Report
Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Child Protective Services
P.O. Box 671
Visalia, CA 93279
(800) 331-1585

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report
Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168) The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department. Reports of suspected child abuse or neglect shall include, if known: (Penal Code11167)
AR 5141 *A*(d)

CHILD ABUSE PREVENTION AND REPORTING
a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
b. The child's name and address, present location, and, where applicable, school, grade, and class
c. The names, addresses, and telephone numbers of the child's parents/guardians
d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)
3. Internal Reporting
The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166) However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms. Reporting the information to an employer, supervisor, principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training
Training of mandated reporters shall include identification and mandated reporting of child abuse and neglect. (Penal Code 11165.7)Training shall also include guidance in the appropriate discipline of students, physical contact with students, and maintenance of ethical relationships with students to avoid actions that may be misinterpreted as child abuse.
(ef 4119.2114219.2114319.21- Professional Standards)
(ef 4131 - *Staff Development)*
(ef 4231-Staff Development)
(ef 4331 - *Staff Development)*

(cf 5145.7 - *Sexual Harassment)*

Victim Interviews by Social Services

Whenever a representative from the Department of Social Services or another government agency investigating suspected child abuse or neglect deems it necessary, a suspected victim may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3) A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation. (Education Code 48906)

(cf J 45. J I - *Questioning and Apprehension by Law Enforcement)*

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with a copy of this administrative regulation which contains procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

(cf J 3 J 2. J - *Complaints Concerning District Employees)*

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

(cf J 312.3 - *Uniform Complaint Procedures)*

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)
(cf 4112.9/4212.9/4312.9 - *Employee Notifications)*

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637. The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district for making a report. (Penal Code 11166)

DRUG AND ALCOHOL-FREE WORKPLACE

The Governing Board believes that the maintenance of a drug- and alcohol-free workplace is essential to staff and student safety and to help ensure a productive and safe work and learning environment.
(cf 4112.41/4212.41/4312.41 - *Employee Drug Testing)*
(cf 4112.42/4212.42/4312.42 - *Drug and Alcohol Testing for School Bus Drivers)*

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace. (Government Code 8355; 41 USC 701)

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, *on duty* means while an employee is on duty during both instructional and non-instructional time in the classroom or workplace, at extracurricular or co-curricular activities, or while transporting students or otherwise supervising them. *Under the influence* means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.
(cf 4032 - Reasonable Accommodation)

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 701)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute.

(Government Code 8355; 41 USC 701)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 701)

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.
(cf 4112 - *Appointment and Conditions of Employment)*
(cf 4117.4 - *Dismissal)*
(cf 4118 - *Suspension/Disciplinary Action)*
(cf 4212 - *Appointment and Conditions of Employment)*
(cf 4218 - *Dismissal/Suspension/Disciplinary Action)*

Drug-Free Awareness Program
The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 701)
1. The dangers of drug abuse in the workplace
2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs
(cf 4159/4259/4359 - *Employee Assistance Programs)*
4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace.

Legal Reference:
EDUCATION CODE
440 II Controlled substance offense
44425 Conviction of controlled substance offenses as grounds for revocation of credential
44836 Employment of certificated persons convicted of controlled substance offenses
44940 Compulsory leave of absence for certificated persons
44940.5 Procedures when employees are placed on compulsory leave of absence
45123 Employment after conviction of controlled substance offense
45304 Compulsory leave of absence for classified persons
GOVERNMENT CODE
8350-8357 Drug-free workplace
UNITED STATES CODE. TITLE 20
7111-7117 Safe and Drug Free Schools and Communities Act
UNITED STATES CODE, TITLE 21
812 Schedule of controlled substances
UNITED STATES CODE. TITLE 41
701-707 Drug-Free Workplace Act
CODE OF FEDERAL REGULATIONS, TITLE 21
1308.01-1308.49 Schedule of controlled substances
COURT DECISIONS
Cahoon v. Governing Board of Ventura USD. (2009) 171 *Cal.App.4lh 381*
Ross v. *Raging Wire Telecommunications, Inc., (2008)* 42 *Cal.4th 920*
Management Resources:
Policy
WEB SITES
California Department of Alcohol and Drug Programs: http://w.vw.adp.ca.gov

California Department of Education: http://www.cde.ca.gov
Us. Department of Labor: http://www.dol.gov

SEXUAL HARASSMENT
BP 4119.11(a)
4219.11
4319.11

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.
(cf 0410- Nondiscrimination in District Programs and Activities)
(cf 4030 - Nondiscrimination in Employment)

The Superintendent/Principal or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:
1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff
(cf 4112.9/4212.9/4312.9 - Employee Notifications)
3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments. All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions.
Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent/Principal.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent/Principal or designee. Complaints of sexual harassment shall be filed in accordance with AR 4031 –

Complaints
Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.
(cf 4031 - Complaints Concerning Discrimination in Employment)
Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.
(cf 4117.4 - Dismissal)
(cf 4118 - Suspension/Disciplinary Action)
(cf 4218 - Dismissal/Suspension/Disciplinary Action)
Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
GOVERNMENT CODE
12900-12996 Fair Employment and Housing Act, especially:
12940 Prohibited discrimination
12950.1 Sexual harassment training
LABOR CODE

1101 Political activities of employees
1102.1 Discrimination: sexual orientation
CODE OF REGULATIONS, TITLE 2
7287.8 Retaliation
7288.0 Sexual harassment training and education
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title V/, Civil Rights Act of 1964
2000e-2000e-17 Title V/, Civil Rights Act of 1964, *as amended*
2000h-2-2000h-6 Title IX 1972 *Education Act Amendments*
CODE OF FEDERAL REGULATIONS, TITLE 34
106.9 Dissemination of policy
COURT DECISIONS
Department of Health Services v. Superior Court of California, (2003) 31 *Cal.4th 1026*
Faragher v. City of Boca Raton, (1998) *118 S.Ct. 2275*
Burlington Industries v. Ellreth. (1998) 118 S.O. 2257
Gebser v. Lago Vista Independent School District, (1998) 118 S. *Ct. 1989*
Oncale v. Sundowner Offthore Servo Inc., (1998) 118 S.O. 998
Meritor Savings Bank. FSB v. Vinson et al., (1986) 447 *Us. 57*
Management Resources:
Policy
OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL
Protecting Students from Harassment and Hate Crime, January, 1999
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Equal Employment Opportunity Commission: http://www.eeoc.gov
Us. Department of Education, Office of Civil Rights: http://www.edgovlofficesIOCR

SEXUAL HARASSMENT
Definitions
AR 4119.11(a)
4219.11
4319.11

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

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. The conduct is sufficiently severe, persistent, pervasive, or objectively offensive so as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district. Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

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

Training
AR 4119.1 1 (b)
4219.11
4319.11
Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position.(Government Code 12950.1)

The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state laws on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment. The training shall also include all of the content specified in 2 CCR 7288.0 and practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1; 2CCR 7288.0)

In addition, the Superintendent or designee shall ensure that all employees receive periodic training regarding the district's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the district's complaint procedures.

Notifications
A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)
1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
(cf 4112.9/4212.9/4312.9 - *Employee Notifications)*
3. Appear in any school or district publication that sets forth the schools or district's comprehensive rules, regulations, procedures, and standards of conduct.

EMPLOYEE USE OF TECHNOLOGY

Online/Internet Services: User Obligations and Responsibilities
Employees are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the district's Acceptable Use Agreement, and the user obligations and responsibilities specified below.

1. The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep account information, home addresses, and telephone numbers private. They shall use the system only under the account number to which they have been assigned.
2. Employees shall use the system safely, responsibly, and primarily for work-related purposes.
3. Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political belieifs
(cf 4030 - Nondiscrimination in Employment)
(cf 4031 - Complaints Concerning Discrimination in Employment)
(cf 4119.11/4219.11/4319.11-Sexual Harassment)
4. Employees shall not use the system to promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
(cf 4119.25/4219.25/4319.25 - *Political Activities a/Employees)*
5. Employees shall not use the system to engage in commercial or other for-profit activities without permission of the Superintendent/Principal or designee.
6. Copyrighted material shall be posted online only in accordance with applicable copyright laws.
(cf 6/62.6 - *Use o/Copyrighted* Material~)
7. Employees shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or forge other users' email.
8. Employees shall not develop any classroom or work-related web sites, blogs, forums, or similar online communications representing the district or using district equipment or resources without permission of the Superintendent/Principal or designee. Such sites shall be subject to rules and guidelines established for district online publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Because of the unfiltered nature of blogs, any such site shall include a disclaimer that the district is not responsible for the content of the messages. The district retains the right to delete material on any such online communications.
(cf III3 - District and School Web Sites)
9. Users shall report any security problem or misuse of the services to the Superintendent/Principal or designee.

Legal Reference:
EDUCATION CODE
51870-51874 Education technology
52270-52272 Education technology and professional development grants
52295.10-52295.55 Implementation of Enhancing Education through Technology grant program
GOVERNMENT CODE
3543.1 Rights of employee organizations
PENAL CODE
502 Computer crimes, remedies
632 Eavesdropping on or recording confidential communications
VEHICLE CODE
23123 Wireless telephones in vehicles
23123.5 Mobile communication devices; text messaging while driving
23125 Wireless telephones in school buses
UNITED STATES CODE, TITLE 20
6751-6777 Enhancing Education through Technology Act, Title II, Part D, especially:
6777 Internet safety
UNITED STATES CODE. TITLE 47
254 Universal service discounts (E-rate)
CODE OF FEDERAL REGULATIONS. TITLE 47
54.520 Internet safety policy and technology protection measures, E-rate discounts
Management Resources:
Policy
WEBSITES
CSBA: http://-www.csba.org

American Liberty Association: http://www.ala.org
California Department of Education: http://www.cde.ca.gov
Federal Communications Commission: http://wlvwfcc.gov
U.S. Department of Education: http://>vww.eclgov

AU Personnel BP 4040(a)
EMPLOYEE USE OF TECHNOLOGY
The Governing Board recognizes that technological resources can enhance employee perforn1ance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supplying district and school operations, and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.
(cf 0440 - District Technology Plan)
(cf 1113 - *District and School Web Sites)*
(cf 4032 - Reasonable Accommodation)
(cf 4131 - *Staff Development)*
(cf 4231 - *Staff Development)*
(cf 4331 - *Staff Development)*
(cf 6163.4 - *Student Use o/Technology)*
Employees shall be responsible for the appropriate use of technology and shall use the district's technological resources primarily for purposes related to their employment.
(ef 41/9.25/4219.25/4319.25 - *Political Activities* 0/ *Employees)*

Employees shall be notified that computer files and electronic communications, including email and voice mail, are not private. Technological resources shall not be used to transmit confidential information about students, employees, or district operations without authority.
(cf4119.23/4219.23/4319.23 - Unauthorized Release o/Confidential/Privileged In/formation)
(cf 5125 - *Student Records)*
(<;(5125.1 - *Release* 0/

Online/Internet Services
The Superintendent/Principal or designee shall ensure that all district computers with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography and that the operation of such measures is enforced. The Superintendent/Principal or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.
(20 USC 6777; 47 USC 254)

To ensure proper use, the Superintendent/Principal or designee may monitor employee usage of technological resources, including the accessing of email and stored files. Monitoring may occur at any time without advance notice or consent. When passwords are used, they must be known to the Superintendent/Principal or designee so that he/she may have system access.

The Superintendent/Principal or designee shall establish administrative regulations and an Acceptable Use Agreement which outline employee obligations and responsibilities related to the use of district technology. He/she also may establish guidelines and limits on the use of tec1mological resources. Inappropriate use may result in a

cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.
(cf 4118 - *Suspension/Disciplinary Action)*
(cf 4218 - *Action)*
The Superintendent/Principal or designee shall provide copies of related policies, regulations, and guidelines to all employees who use the district's technological resources. Employees shall be required to acknowledge in writing that they have read and understood the district's Acceptable Use Agreement.
(cf 4112.914212.914312.9 - Employee Notifications)

Use of Cellular Phone or Mobile Communications Device
An employee shall not use a cellular phone or other mobile communications device for personal business while on duty, except in emergency situations and/or during scheduled work breaks. Any employee that uses a cell phone or mobile communications device in violation of law, Board policy, or administrative regulation shall be subject to discipline and may be reflected to law enforcement officials as appropriate.
(cf 3513.1 - *Cellular Phone Reimbursement)*
(cf 3542 - *School Bus* Driver~)
(cf 4156.314256.314356.3 - Employee Property Reimbursement)
Legal Reference: (see next page)

Community Relations AR 1312.3(a)
UNIFORM COMPLAINT PROCEDURES
Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy.
(cf 1312.1 - *Complaints Concerning District Employees)*
(cf 1312.2 - *Complaints Concerning Instructional Materials)*
(cf 1312.4 - *Williams Uniform Complaint Procedures)*
(cf 4031 - Complaints Concerning Discrimination in Employment)

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1,48985)
(cf 5145.6 - *Parental Notifications)*

Compliance Officers
The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

Superintendent/Principal
PO Box 25
Sultana, CA 93666
(559) 591-1634

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.
(cf 9124 -Attorney)

Notifications
The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013; 5 CCR 4622)
(ef 0420 - School Plans/Site Councils)
(cf 1220 - Citizen Advisory/)' Committees)
(cf 3260 - Fees and Charges)
(ef 4112.9/4212.9/4312.9 - *Employee Notifications)*
(ef 5145.6 - *Parental Notificatio115)*

The notice shall:
1. Identify the person(s), position(s), or unites) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies
4. Include statements that:
a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
c. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.
d. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
e. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
f. Copies of the district's uniform complaint procedures are available free of charge.

Procedures
All complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631) Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633. All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.
Step 1: Filing of Complaint
Any individual, public agency, or organization may file a written complaint of the district's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630) A complaint concerning unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation, or bullying or by a person who believes that an individual or

any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.

However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630) A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013).

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Step **2:** Investigation of Complaint
Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)
Step 3: Response
Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #4 below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

Step 4: Final Written Decision
The district's decision shall be in writing and sent to the complainant. (5 CCR 4631) The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language. For all complaints, the decision shall include: (5 CCR 4631)
1. The findings of fact based on the evidence gathered
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal
Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging discrimination, harassment, intimidation, and bullying based on state law, a complainant shall wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies, provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law. (Education Code 262.3)

Legal Reference:
EDUCATION CODE
1240 County superintendent of schools, duties
17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
33126 School accountability report card
35186 Williams uniform complaint procedure
35292.5 Restrooms, maintenance and cleanliness
37254 Supplemental instruction based unfair to pass exit exam by end of grade 12
48985 Notice to parents in language other than English
60119 Hearing on sufficiency of instructional materials
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures, especially:

notice to employees

If a work injury occurs

California law guarantees certain benefits to employees who are injured or become ill because of their jobs.

Any job related injury or illness is covered. Types of injuries and illnesses covered include, but may not be limited to, strains, sprains, cuts, cumulative or repetitive fractures, illnesses and aggravations. Some injuries from voluntary, off duty, recreational, social or athletic activity may not be covered. Check with your supervisor or claims administrator if you have questions.

All work related injuries must be reported to your supervisor or employee representative immediately. If you wait too long, you may lose your right to benefits. Your employer is required to provide you a claim form within one working day after learning about your injury.

It is illegal for your employer to punish or fire you for having a work injury or illness, for filing a claim, or testifying in another person's workers' compensation case. If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

Workers' Compensation Benefits include:

MEDICAL CARE - All medical treatment - without a deductible or dollar limit. Within one working day after you file a claim form, treatment must be authorized, consistent with the applicable treating guidelines, for your alleged injury up to ten thousand dollars ($10,000) until the claim has been accepted or rejected. Costs are paid directly by the claim administrator, so you should never see a bill. For dates of injury on or after1/1/04 there is a limit on some medical treatment.

You may be eligible to treat with your personal physician should you become injured on the job. If eligible, you must notify your employer *in writing before* you are injured. If you have questions please contact your employer who is required to provide written information regarding workers' compensation benefits to all new employees.

MEDICAL PROVIDER NETWORKS - Your employer may be using an MPN, which is a selected network of healthcare providers to provide treatment to workers injured on the job. If you have predesginated a personal physician prior to your work injury, then you may receive treatment from your predesignated doctor or medical group. If you have not predesignated and your employer is using an MPN, you are free to choose an appropriate provider from the MPN list which will be you primary treating physician. This is the doctor with overall responsibility for treating your injury or illness. If you are treating with a non-MPN doctor for an existing injury, you may be required to change to a doctor within the MPN.

PAYMENT FOR LOST WAGES - If you're temporarily disabled by a job injury or illness, you'll receive tax-free income, subject to state limits, until your doctor says you are able to return to work. Payments are two-thirds of your average weekly pay, up to a maximum set by state law. Payments aren't made for the first three days unless you're hospitalized as an inpatient or unable to work more than 14 days.

If the injury or illness results in permanent disability, additional payments will be made after recovery. If the injury results in death, benefits will be paid to surviving dependents.

SUPPLEMENTAL JOB DISPLACEMENT BENEFIT - You may be entitled to a Supplemental Job Displacement Voucher, if your employer is not able to return you to work within 30 days after temporary disability ends. SJDB is a non-transferrable voucher payable to a state approved school.

In the event of a work injury

1. Be sure first aid is given.
2. If emergency medical treatment is needed call 911.
3. See that the injured employee is taken to a doctor or hospital, if necessary.
4. Report all injuries immediately to your supervisor or _____ (Employer Representative) at _____ (Phone Number)
5. Contact your employer representative or claim administrator if you have questions about workers' compensation. You may also contact an Information and Assistance Officer at the State Division of Workers' Compensation at 559-445-5355
6. Hear recorded information and a list of local offices by calling toll-free 800 736-7401 or visit www.dir.ca.gov.

Claims Administered by:

Claims Administrator:	Keenan & Associates
Address:	P.O. Box 2707
City, State, Zip Code:	Torrance, CA. 90509
Phone Number:	800-343-0694
Carrier/Self Insured:	Self- Insured
Policy expiration date:	06/30/17
MPN Toll Free Number:	(888) 626-1737
MPN Website:	www.harborsys.com/Keenan
MPN Effective Date:	01/09/15
MPN Identification #:	2358
MPN's Address:	PO Box 54770 Irvine, CA. 92619-4770

Emergency numbers:

Ambulance:	911
Fire Department:	911
Police:	911
Hospital	911
Physician	

If this policy has expired contact the labor commissioner (213) 620-6630.

Anyone who knowingly files or assists in the filing of a false workers' compensation claim may be fined up to $150,000 and sent to prison for up to five years. (Insurance Code Section 1871.4)

Your employer may not be liable for the payment of workers' compensation benefits for any injury that arises from you voluntary participation in any off-duty, recreational, social, or athletic activity that is not part of your work-related duties.

Monson-Sultana Joint Union Elementary School District

Roberto Vaca , Superintendent/Principal
P.O. Box 25
Sultana, California 93666
(559) 591-1634 - Fax (559) 591-0717

Monson-Sultana JUESD participates in a Medical Provider Network (MPN). This MPN is called Prime Advantage and was implemented July 1, 2005. Unless you pre-designate a physician or medical group, your work injuries will be treated by providers within the Prime Advantage MPN.

More information about the MPN can be found on the worker's compensation poster or by asking us.

Sincerely,

Roberto Vaca

Roberto Vaca
Superintendent/Principal

Board of Trustees
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Jeff Belknap *Robert Cepeda* *Delbert Quintana* *Lynn Simmons* *Vicki Worthley*

Form032014

Monson-Sultana Jt. Union Elem.

workers' compensation: Pre-Designation of Personal Physician

If you have health insurance and you are injured on the job you have the right to be treated immediately by your personal physician (M.D., D.O), or medical group, if you notify your employer, in writing, prior to the injury. Per Labor Code 4600 **to qualify as the your predesignated, personal physician, the physician must agree, in writing, to treat you for a work related injury,** must have previously directed your medical care and must retain your medical history and records. Your predesignated physician must be a family practitioner, general practitioner, board certified or board eligible internist, obstetrician-gynecologist or pediatrician. Your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors or medicine or osteopathy, which operates an integrated multi-specialty medical group providing comprehensive medical services predominantly for non-occupational illnesses and injuries.

This is an optional form that can be used to notify your employer of your personal physician. You may choose to use another form, as long as you notify your employer, in writing, prior to being injured on the job and provide written verification that your personal physician meets the above requirements and agrees to be predesignated. Otherwise, you will be treated by one of your employers' designated workers' compensation medical providers.

EMPLOYEE NAME & ADDRESS:

_____

☐ **I acknowledge receipt of this form and elect not to predesignate my personal physician at this time. I understand that I will receive medical treatment from my employers' medical provider. I understand that, at any time in the future, I can change my mind and provide written notification of my personal physician. I understand that the written notification must be on file prior to an industrial injury.**

Employee Signature: _____ Date: _____

☐ **If I am injured on the job, I wish to be treated by my personal physician*:**

Name of Physician or Medical Group _____ Phone Number _____

Address _____

*This physician is my personal primary care physician who has previously directed my medical care and retains my medical history and records.

Name of Insurance Company, Plan, or Fund providing health coverage for nonoccupational injuries or illnesses:

_____

Employee Signature: _____ Date: _____

A *Personal Physician* must be willing to be predesignated and treat you for a workers' compensation injury.
The remainder of this form is to be completed by your physician and returned to your Employer.

PERSONAL PHYSICIAN ACKNOWLEDGEMENT

Per Labor Code 4600 to qualify you must meet the criteria outlined above. You are not required to sign this form, however, if you or your designated employee, does not sign, other documentation of the physicians' agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

PERSONAL PHYSICIAN OR MEDICAL GROUP NAME: _____

☐ ***I agree to treat*** **the above named employee in the event of an industrial accident or injury.** I meet the criteria outlined above. I agree to adhere to the Administrative Director's Rules and Regulations, Section 9785, regarding the duties of the employee-designated physician.

_____ _____

(Physician or Designated Employee of the Physician or Medical Group) Date

Please return completed form to:

Monson-Sultana Jt. Union Elem., PO Box 25, Sultana, CA 93666

SALARY SCHEDULES

Monson-Sultana Joint Union Elementary
2023-2024 Classified Salary Schedule

Step	1	2	3	4	5	6	7	8	9	10
Instructional Assistant	$18.21	$18.67	$19.13	$19.62	$20.11	$20.60	$21.12	$21.64	$22.18	$22.75
Library Technician	$18.21	$18.67	$19.13	$19.62	$20.11	$20.60	$21.12	$21.64	$22.18	$22.75
Technology Assistant	$22.32	$22.89	$23.45	$24.03	$24.63	$25.26	$25.87	$26.53	$27.19	$27.87
Office Clerk/Receptionist	$18.21	$18.67	$19.13	$19.62	$20.11	$20.60	$21.12	$21.64	$22.18	$22.75
Health Services Aide	$22.23	$22.78	$23.34	$23.93	$24.55	$25.16	$25.78	$26.41	$27.09	$27.76
Cook I /Cafeteria Clerk	$18.21	$18.67	$19.13	$19.62	$20.11	$20.60	$21.12	$21.64	$22.18	$22.75
Food Service Assistant	$17.04	$17.47	$17.90	$18.34	$18.80	$19.29	$19.76	$20.25	$20.77	$21.29
HVAC/Grounds/Bus Driver /with Bus License	$ 4,741	$ 4,861	$ 4,981	$ 5,105	$ 5,234	$ 5,364	$ 5,499.	$ 5,637	$ 5,778	$ 5,922
HVAC/Grounds/Bus Driver /without Bus License	$ 4,423	$ 4,423	$ 4,423	$ 4,423	$ 4,423	$ 4,423	$ 4,423	$ 4,423	$ 4,423	$ 4,423
Grounds/Maintenance	$ 3,828	$ 3,925	$ 4,023	$ 4,122	$ 4,225	$ 4,330	$ 4,439	$ 4,551	$ 4,665	$ 4,782
Bus Driver/Custodian	$ 3,676	$ 3,768	$ 3,864	$ 3,958	$ 4,059	$ 4,158	$ 4,263	$ 4,371	$ 4,479	$ 4,591
Bus Driver	$21.20	$21.75	$22.28	$22.83	$23.42	$24.01	$24.60	$25.21	$25.84	$26.50
Custodian	$15.98	$16.38	$16.78	$17.20	$17.64	$18.07	$18.53	$18.99	$19.47	$19.95

Substitute Rates: *	
Bus Driver	$21.20
Cook	$18.21
Custodian	$15.98
Food Service Assistant	$17.04
Instructional Asst.	$18.21
Student	$15.50

** Superintendent has discretion to determine on substitute pay rate based on work experience*

Board Approved: June 6, 2023

* Effective January 1, 2023 Minimum Wage

0 % Percentage Increase

Longevity Pay:

$25 per month upon the completion of the 10th year of service

$50 per month upon the completion of the 15th year of service

The District will process salary payments in accordance with the Tulare County Office of Education's Uniform Salary Payment Schedule

A B C D E F G H I J K

Monson-Sultana Joint Union Elementary
2023-24 Confidential Management Salary Schedule

Step	1	2	3	4	5	6	7	8	9	10
Business Manager 260 days 8 hours per day	$7,112	$7,258	$7,406	$7,557	$7,711	$7,867	$8,030	$8,194	$8,356	$8,524
Food Service Director 221 days * 8 hours per day	$4,083	$4,185	$4,379	$4,489	$4,599	$4,716	$4,830	$4,955	$5,079	$5,629
	$25.50	$26.14	$26.79	$27.46	$28.14	$28.85	$29.55	$30.31	$31.07	$31.84
MOT Director 260 days 8 hours per day	$4,830	$4,951	$5,077	$5,200	$5,331	$5,463	$5,602	$5,741	$5,886	$6,409
Director of Technology 260 days 8 hours per day	$6,696	$6,863	$7,034	$7,210	$7,390	$7,575	$7,765	$7,959	$8,158	$8,361

0 % Percentage Increase

Longevity Pay:

$25 per month upon the completion of the 10th year of service

$50 per month upon the completion of the 15th year of service

$100 per month upon the completion of the 30th year of service

* Includes Vacation and Holiday Day Pay

Monson-Sultana Joint Union Elementary
2023-2024 Classified Confidential Salary Schedule

Step	1	2	3	4	5	6	7	8	9	10
Administrative Asst. 260 days 8 hours per day	$5,177	$5,306	$5,439	$5,575	$5,714	$5,856	$6,004	$6,153	$6,307	$6,465

0 % Percentage Increase

Longevity Pay:

$25 per month upon the completion of the 10th year of service

$50 per month upon the completion of the 15th year of service

$100 per month upon the completion of the 30th year of service

The District will process salary payments in accordance with the Tulare County Office of Education's Uniform Salary Payment Schedule

Board Approved: June 6, 2023

JOB DESCRIPTIONS

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT/PRINCIPAL (CONFIDENTIAL)			
REPORTS TO:	Superintendent/Principal	DEPARTMENT:	Confidential Management	
CLASSIFICATION:	Confidential Management	HOURS PER DAY: 8	WORK YEAR:	12 month
SALARY:	Per Salary Schedule			

BASIC FUNCTION:
Under direction, to serve as Secretary to the Superintendent/Principal; to relieve the Superintendent/Principal of administrative and office details; to perform complex and responsible secretarial and clerical duties; and to do related work as required.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance
- Valid/current CPR certification.
- Possession of a valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:
- acts as confidential secretary to the superintendent/principal;
- coordinates and performs work required in the preparation of the Board of Education agendas;
- prepares report of minutes for review and editing by administrators;
- maintains the official records of Board minutes;
- attends to administrative details on special matters assigned by the superintendent/principal;
- gathers data and completes research projects, as assigned;
- works with other offices and agencies, coordinating specific activities and ensuring that such have been accomplished;
- receives telephone calls and visitors for the superintendent/principal and translates when required;
- obtains, interprets, and gives out information to various parties and news media concerning office and district functions, policies and procedures;
- maintains the superintendent's/principal's calendar, schedules appointments, arranges group meetings, and transmits confidential or controversial information;
- assists in the preparation of regular and special reports for state and county offices, for administrators, and for public agencies;
- assists with providing families with information regarding local public assistance agencies, medical and counseling services, insurance, and health care referrals;
- independently answers a variety of inquiries from administrators, employees, and parents;
- maintains a variety of records and files;
- prepares minutes for Board meetings; composes difficult correspondence independently on a variety of matters;
- receives, reads, routes and responds to superintendent's/principal's mail;
- operates an variety of office machines;
- oversees the work of classified assistants, as assigned;
- Performs other related duties as required.
- CALPADS data entry and coordination.

EDUCATION AND EXPERIENCE:

Education:

- Equivalent to completion of two years of college level course work in secretarial science or a related area.

Experience:

- Responsible secretarial experience may be substituted for the required education requirement on a year-for-year basis, up to two years.

SKILLS, KNOWLEDGE AND ABILITIES:

Skills:

- interpret and apply districts' policies, laws, rules, and regulations, and State Education Code requirements;
- deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, poise, tact, and firmness;
- file accurately alphabetically, numerically and chronologically;
- work cooperatively with those contacted in the course of work;
- Utilize school database and attendance tracking software.

Knowledge of:

- functions, policies, rules, and regulations of the district;
- secretarial practices and procedures;
- office procedures and equipment including filing systems, receptionist and telephone techniques, letter and report writing, and operation of various machines;
- correct English usage, spelling, grammar, and punctuation;
- personnel practices; public relations;
- Office management; records management.

Ability to:

- perform difficult and responsible clerical work requiring independent judgment, speed, and accuracy;
- read and comprehend educational materials;
- understand and carry out oral and written directions;
- analyze data and make decisions on procedural matters without immediate supervision
- carry out broad district policies;
- prepare verbal and written reports for the Superintendent and/or Board;
- establish and maintain cooperative working relationships;
- Perform other duties as assigned by the Superintendent.

WORKING CONDITIONS:

Environment:

- Persons performing service in this position classification must expect to work overtime at regular intervals when necessary, working under the pressure of deadlines.
- The manual dexterity and coordination sufficient to operate office equipment and the ability to sit and/or stand for extended periods of time is also essential to this position.

Physical Demands:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy.
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 8 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.

- Physical strength sufficient to lift materials/supplies up to 40 pounds, and to occasionally lift 80 pounds or more with assistance.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**BUSINESS MANAGER**		
REPORTS TO:	Superintendent	DEPARTMENT:	Confidential Management
CLASSIFICATION:	Confidential Management	HOURS PER DAY: 8	
WORK YEAR:	12 month	SALARY:	Per Salary Schedule

BASIC FUNCTION:
The Business Manager is responsible for the development and maintenance of sound business systems and procedures for accounting, budgeting, legislation and services of supply. The Business Manager manages and directs all Business Office functions, including accounting, budget, payroll, maintenance, and food service programs and purchasing. The Business Manager must have an in-depth ability to use budget preparation as a management tool, including multi-year planning financial forecasting, and cash flow projection. The Business Manager must also possess strong interpersonal skills and the ability to communicate the complexities of school finance in an understandable manner throughout the school community.

QUALIFICATION REQUIREMENTS:
- Fingerprinting and Criminal Record Check must be obtained
- Must possess (at all times during employment) a valid California Driver's License.

ESSENTIAL JOB FUNCTIONS:
- Apply the principles, practices and techniques of governmental accounting;
- Apply the principles of budgetary preparation and control;
- Assemble and analyze data and make appropriate recommendations;
- Plan, organize, and coordinate the work of others;
- Develop and install new, and revise existing, methods and procedures;
- Establish and maintain cooperative relationships with those contacted.
- Appropriately maintain the confidentiality of payroll and financial transactions.
- Preparing and maintaining accurate records and utilizing pertinent software applications.

EDUCATION AND EXPERIENCE:

Education:
- A Bachelor's degree or equivalent training in business, public administration, educational administration, or accounting.
- Three to five years of increasingly responsible professional experience in a school business support operations, income/expenditure budgets, and personnel supervision, preferably in a public school district. Operation of standard office equipment.

Experience:

- Three to five years of increasingly responsible professional experience in a school business support operations, income/expenditure budgets, and personnel supervision, preferably in a public school district. Operation of standard office equipment.

MAJOR RESPONSIBILITIES AND DUTIES:

- Review and evaluate the organizational structure of business services to ensure the goals of the district are being accomplished
- Plan, organize, and administer the district business activities including payroll, retirement, accounts payable, accounts receivable, general ledger, encumbrances, financial reports, federal, state, and local special fund accounting, school properties, including annual audits and inventories.
- Ensure all proper financial reports are compiled and submitted as required to state and county office officials in order to conduct the financial and attendance accounting of the district
- Prepare and administer the District's budget under the direction of the Superintendent. Provide Superintendent with assistance for negotiations.
- Develop and supervise proper accounting procedures and internal audit for all district funds. Ensure all record keeping and reporting is in accordance with appropriate regulations, policies, and guidelines and maintain accurate financial records.
- Keep current with education laws and practices relating to finance.
- Coordinate and manage matters related to the external auditing of all fiscal aspects of programs.
- Provide reports regularly on the status of school site budgets.
- Serve as a resource for the management team in the collective bargaining process.
- Attends Governing Board meetings. Prepare reports that are deemed necessary for the information of the Superintendent and/or the Board.
- Administer risk management program, including property liability, worker's compensation, unemployment, health, student accident and other insurance carried by the District.
- Coordinate with District staff and consulting agencies for mandated costs reimbursement and E-rate related projects.
- Manage school facilities funds and reporting required for school construction.
- Perform other appropriate duties as assigned by the Superintendent.

WORK ENVIRONMENT:

Environment:

- Office and conference room
- Computer work for long hours
- Must work collegially with school office staff and other personnel

Physical Demands:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy.
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 6.5 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.
- Physical strength sufficient to lift materials/supplies up to 40 pounds, and to occasionally lift 80 pounds or more with assistance.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**CAFETERIA CLERK/COOK I & II**		
REPORTS TO:	Food Service Director	DEPARTMENT:	Food Service
CLASSIFICATION:	Classified	HOURS PER DAY:	As assigned
WORK YEAR:	181 days	SALARY:	Per Salary Schedule

BASIC FUNCTION:
Under the direction of the Food Service Director, serve food in a school cafeteria, clean kitchen equipment and utensils, maintain the cafeteria and perform related duties as assigned.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance

ESSENTIAL JOB FUNCTIONS:
- Maintain and clean assigned work area and assist in the cleaning and sanitation of all kitchen facilities.
- Perform food preparation.
- Process paperwork for daily lunch counts.
- Assist in receiving and storing food and food products.
- Set up foods for serving.
- Serve food to students and staff.
- Participates in the preparation of state reimbursement forms.
- Perform other duties as assigned.
- Work positively with students, staff, and parents.

EDUCATION AND EXPERIENCE:

Education:
- A high School diploma or equivalent is preferred.

Experience:
- Food service experience (school food service experience preferred).

SKILLS, KNOWLEDGE AND ABILITIES:

Skills:
- Adhering to safety practices; operating equipment used in commercial food preparation; operating standard office equipment; performing accounting procedures; planning and managing projects; preparing and maintaining accurate records; and using pertinent software applications.

Knowledge of:
- County Health regulations, accounting/bookkeeping principles; concepts of grammar and punctuation; health

standards and hazards; quantity cooking; safety practices and procedures; and employer-employee relations.

Ability to:

- Flexibility is required to work with others in a variety of circumstances; operate equipment using a variety of standardized methods. Utilize job-related equipment. In working with others, problem solving is required to analyze issues and create action plans; adapting to changing work priorities; communicating with diverse groups; maintaining confidentiality; meeting deadlines and schedules; managing and working as part of a team; and working with frequent interruptions.

WORKING CONDITIONS:

Environment:

- Duties primarily take place indoors in the school cafeteria
- Exposure to industrial food service machinery and equipment
- Exposure to noise levels up to 100dB
- Exposure to heat temperature variations, and items that are hot.

Physical Demands:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to write, use the telephone, food service machines/equipment at required speed and accuracy.
- Vision sufficient to read handwritten and printed materials, and the display screen of various equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 7 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.
- Physical strength sufficient to lift materials/supplies up to 40 pounds, and to occasionally lift 80 pounds or more with assistance.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**OFFICE CLERK/RECEPTIONIST**		
REPORTS TO:	Superintendent/Principal	DEPARTMENT:	Administration/Office
CLASSIFICATION:	Classified	HOURS PER DAY:	7
WORK YEAR:	11 months	SALARY:	Per Salary Schedule

BASIC FUNCTION:
Under the general supervision of the Superintendent/Principal or designee, perform and coordinate varied and secretarial and clerical functions such as maintaining accurate student database records, maintaining accurate student attendance records, providing clerical support to the school site, providing basic first aid, communicating various information regarding school activities and/or in response to requests, and providing for timely and accurate distribution of information to staff, students, and parents.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Fingerprinting and Criminal Record Check must be obtained
- Valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:
- Receive and greet visitors and refer them to the proper parties;
- Initiate and receive a variety of telephone calls and provide information to parents, students, staff members, and the public;
- Perform a wide variety of clerical work, including typing, reviewing, proofreading, filing and recording of data on records;
- Take and transmit messages for staff and students;
- Keep reception area/front office neat;
- Perform clerical work requiring knowledge of policies and procedures of the office;
- Operate a variety of standard office machines including computer;
- Collect, assemble, bind, and staple reproduced materials;
- Assist with ordering and maintaining supplies;
- Maintenance of student records (cum folders, grade, and test score posting, etc);
- Maintaining student attendance records, assist in verifying reasons for absence, admit tardy students to class, monitor student sign out log and verify adult authorization to remove students from school;
- Establish and maintain a variety of files and records which contain confidential material;
- Assist in maintaining appropriate student behavior in an office setting;
- Administer first aid, dispense medication, and seek assistance as needed;
- Act as an interpreter during meetings with parents;
- Act as a "Safe Schools" monitor checking that visitors who come on campus check in and out accordingly;
- Assist and support site secretary in all duties and functions in the office as directed;
- Enroll new students and enter all required student data/information into AERIES database.
- Request student files, prepare and release transfer documents, and maintain records of such requests.
- Perform other related work as required.

EDUCATION AND EXPERIENCE:

Education:

- High School diploma or equivalency

Experience:

- One year of experience in the operation of standard office equipment, preparing and maintaining accurate records and utilizing pertinent software applications

SKILLS, KNOWLEDGE AND ABILITIES:

Skills:

- Interact with students, staff, and the community in a professional and tactful manner.
- Perform general clerical work of average difficulty with speed and accuracy;
- Follow written and oral instructions;
- Possess effective communication skills;
- Work cooperatively with others;

Knowledge of:

- Write legibly;
- Speak Spanish (read and write preferred)
- Speak clearly and effectively;

Ability to:

- Hear and understand speech at normal levels.
- Work under pressure of deadlines.
- Participate in job-related training both locally and statewide when required.
- Sit and stand for extended periods of time;

WORKING CONDITIONS:

Environment:

- School setting. Predominantly indoor office work environment
- Exposure to students/staff.

Physical Demands:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy.
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 7 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.
- Physical strength sufficient to lift materials/supplies up to 40 pounds, and to occasionally lift greater weights with assistance.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**COMPUTER LAB TECHNICIAN**		
REPORTS TO:	Director of Technology & Superintendent	DEPARTMENT:	Curriculum & Instruction
CLASSIFICATION:	Classified	HOURS PER DAY:	8
WORK YEAR:	11 month w/2 furlough weeks	SALARY:	Per Salary Schedule

BASIC FUNCTION:
Under general supervision of the Technology Director and school principal, supervises, operates, and maintains the School Computer Lab. Assists teachers in lab related activities, does related clerical work and performs other related duties as may be assigned. Seeing to the proper operation of the Computer Lab as well as supervising students, and basic maintenance of lab equipment.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance
- Valid/current CPR certification.
- Possession of a valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:
- Assists in providing training in basic Internet access and browsing for students
- Facilitates Children's Internet Privacy Act Compliance
- Provides supplementary instructional assistance to individuals or groups of students using computer equipment and software; answers questions; loads, restores and restarts programs as needed; assists students in utilizing computer equipment and supplemental instructional materials for projects
- Troubleshoots computers, printers, and other data equipment for supplemental intervention classes and English Language Development classes
- Repairs and maintains the supplemental computers and associated hardware with the Technology Department
- Supervises the lab when used by students and teachers
- Coordinates repairs and other computer lab equipment
- Student supervision (such as yard duty, bus duty, etc.) as delegated by the Principal or designee
- Maintains work areas in a clean and orderly condition
- Performs a variety of clerical duties including maintaining records of computer programs used, schedules, student progress, software programs, and related student information system tasks as assigned
- Assists teachers in instructing students in the proper care and operation of computers.
- Assists teachers in instructing students in the basic understanding of software packages.
- Maintains a written class schedule for the computer lab.
- Performs other job-related tasks as required.
- Performs other duties as assigned.

EDUCATION AND EXPERIENCE:

Education:
- A high school diploma or equivalent.

Experience:

- In operating and maintaining, entry-level repairs of software and computer hardware

SKILLS, KNOWLEDGE AND ABILITIES:

Skills:

- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Operation of computers and other related technological equipment
- Operation, adjustment and minor maintenance of computers and related equipment.
- Demonstrate skills with Microsoft Windows
- Diagnose and repair minor computer problems

Knowledge of:

- Basic Internet research procedures, including use of web browsers, e-mail, and other related programs.
- Specialized knowledge in using computers and other technology.
- Lab procedures and practices
- Enthusiasm for and interest in technology
- Requirements of maintaining work areas in a safe, clean and orderly condition.

Ability to:

- Operate computers and other related technological equipment
- Communicate with and understand the needs of pupils and teachers
- Work with and direct pupils
- Work harmoniously with other employees
- Follow written and oral directions
- Work independently with little direction
- Observe and control student behavior according to approved policies and procedures
- Monitor student activities
- Sit or stand for extended periods of time
- Bend, kneel or crouch

WORKING CONDITIONS:

Environment:

- Classroom or lab environment
- Outdoor supervision of students in all weather conditions

Physical Demands:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy.
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 6.5 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.
- Physical strength sufficient to lift materials/supplies up to 40 pounds, and to occasionally lift 80 pounds or more with assistance.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**TECHNOLOGY ASSISTANT CATEGORICAL PROGRAMS**		
REPORTS TO:	Director of Technology	DEPARTMENT:	Technology
CLASSIFICATION:	Classified	HOURS PER DAY:	8
WORK YEAR:	12 month	SALARY:	Per Salary Schedule

BASIC FUNCTION:
Under the supervision of the school site principal and direction of the IT department, maintain school site supplementary technology systems; provide technological targeted assistance for lowest performing student groups. Provide supplementary technical support to school site teachers, and students.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance
- Possession of a valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:
- Provide supplementary technical support to classroom teachers and students.
- Provide technological assistance for lowest performing student groups.
- Serve as an on-site supplemental resource person for school-site users of technology equipment.
- Maintain the supplementary technology and software for intervention and supplementary English Language Development classes.
- Provide support and training to facilitate the use of data to monitor the learning for RTI Intervention.
- Install, maintain, set up and operate a diverse range of technology equipment including microcomputer systems and peripherals, video technology systems equipment, and audio-visual equipment.
- Troubleshoot common technology equipment problems; maintain the supplementary education equipment, including the replacement of damaged, non-working or missing parts; determine appropriate course of action and communicate with appropriate district-level technology support staff to facilitate service and/or repair.
- Maintain site server(s); add and modify user settings for access to school servers; ensure backup devices are configured and operate properly; perform proper backup procedures as required.
- Load computer software on microcomputers from servers. Assist staff and students in the use, operation, and troubleshooting of operating systems and application software packages. Perform software updates as required.
- Oversee maintenance, security, and proper usage of technology equipment. Communicate school site technology networking concerns and problems to appropriate district-level technology support staff.
- Schedule and coordinate the use of technology equipment on the school campus.
- Keep and maintain an accurate inventory of school-site technology equipment; including the tagging of technology assets.
- Keep and maintain an accurate log of all equipment replacements.
- Perform related duties as assigned.

EDUCATION AND EXPERIENCE:
Education:

- High school diploma.
- Supplemented by specialized training in basic computer or a related field.

Experience:

- Two years of responsible work experience in the operation and management of technology systems and equipment preferred.

SKILLS, KNOWLEDGE AND ABILITIES:

Skills:

- Establish and maintain cooperative and effective working relationships with district staff, students, and others contacted in the carrying out of all job functions.

Knowledge of:

- Computer hardware and peripherals such as disk storage devices, monitors, keyboards, CD-ROM, DVD, tape back-up systems and printers.
- Compatible Operating Systems and application software packages.
- Proper use of diagnostic software programs sufficient to facilitate confirmation of correct system.
- Operations and/or software-level repair of computer system operations.
- Safe working methods and procedures.
- Basic record keeping techniques sufficient to keep records of service and inventory control.

Ability to:

- Effectively operate computer systems, associated peripherals and other technology equipment used on school campuses.
- Determine cause of technology equipment failure and take appropriate course of action to facilitate service and/or repair.
- Operate and maintain server(s) in a timely and efficient manner.
- Read, interpret, and apply information and directions found in operation and user's manuals for technology equipment.
- Explain technical problems in a manner understandable by other district personnel.
- Learn and acquire new skills to keep up with advances in the use application of emerging technological advancements.
- Organize time and complete all assigned work efficiently and within scheduled time lines.
- Understand and carry out both oral and written instructions.
- Communicate clearly and concisely both orally and in written format, sufficient to understand direction and communicate relevant technical information to others.
- Adapt to changing priorities.
- Work independently and/or under direct supervision.
- Stand, sit, and walk for extended periods of time.

WORKING CONDITIONS:

Environment:

- Office/classroom environment.
- Computer lab environment with noise levels up to 90 DB.
- Driving a vehicle to conduct work.
- Constant interruptions.

Physical Demands:

- Stand, sit, and walk for extended periods of time.
- Dexterity of hands and fingers to operate a computer keyboard and peripheral equipment.
- Seeing to view and computer monitor, and read a variety of materials.
- Hearing and speaking to exchange information and make presentations.
- Sitting or standing for extended periods of time.
- Bending at the waist, kneeling or crouching.
- Lifting and carrying moderately heavy objects weighing up to 49 pounds.
- Reaching overhead, above the shoulders and horizontally.

PHYSICAL EFFORT AND WORK ENVIRONMENT

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental Acuity to collect and interpret data, evaluate, reason, define problems establish facts, draw valid conclusions, make

valid judgments and decisions.

- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy.
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (approximately 60 decibels).
- Speaking ability in an understandable voice with sufficient volume to be head in normal conversational distances on the telephone and addressing groups.
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and to reach overhead.
- Physical stamina sufficient to sustain light to medium physical labor for up to 8 hours, sit and/or walk for prolonged periods of time.
- Physical mobility sufficient to move about the work environment (office, district, school site to site) for sustained periods of time on hard flooring, climb slopes, stairs, ramps, and to respond to emergency situations.
- Physical strength sufficient to periodically lift and/or carry 40 pounds of materials or supplies; occasionally lift 80 or more pounds with assistance.
- Occasionally push and/or pull a variety of tools, equipment, or objects weighting 80 or more pounds.
- Indoor work environment.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**CUSTODIAN/BUS DRIVER**		
REPORTS TO:	MOT Director	DEPARTMENT:	Maintenance, Operations, Transportation
CLASSIFICATION:	Classified	HOURS PER DAY:	As per payroll worksheet
WORK YEAR:	As Assigned	SALARY:	Per Salary Schedule

BASIC FUNCTION:
The position of Custodian/Bus Driver was established for the purpose of maintaining an attractive, sanitary and safe facility for students, staff and public; providing equipment and furnishings for meetings, classrooms activities, assemblies and special events; minimizing property damage, loss and liability exposure; transporting students over scheduled routes and/or to/from special excursions ensuring vehicle operation is in safe operating condition; and ensuring safety of students during transport, loading and unloading of buses.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance
- Valid/current CPR certification.
- Possession of a valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:

Custodial
- Cleans assigned facilities for the purpose of maintaining a sanitary, safe, and attractive environment.
- Communicates issues concerning safety and/or proper maintenance of facilities to the supervisor.
- Inspects school facilities for the purpose of ensuring that the site is suitable for safe operations, is maintained in an attractive and clean condition, and/or identifies and reports necessary repairs.
- Maintains supplies and equipment (e.g. cleaning solutions, paper products, power equipment and tools, etc.) for the purpose of ensuring the availability of items required to properly maintain facilities.
- Opens and secures facilities (e.g. opening gates, building access doors, disarming security systems, raising flag, minor repairs, locking doors, turning off lights, etc.) for the purpose of ensuring facilities are operational and safe for occupancy and to minimize property damage, equipment loss, and potential liability to the district.
- Performs routine grounds keeping duties as assigned (e.g. picking up trash and other debris, sweeping/blowing walkways and the main entrance to the school, etc.).
- Performs routine maintenance of buildings and grounds to include painting, and minor repairs to classrooms and office spaces (e.g. doors, locks, playground equipment, furniture, etc.).
- Prepare athletic fields as directed.
- Update marquee monthly.
- Perform related duties as assigned.

Bus Driver
- Observes/follows all applicable motor vehicle codes/laws while operating school bus.

- Maintains vehicles as assigned for the purpose of ensuring safe operations of vehicles (e.g. minor adjustments, checking fluids, cleans interior/exterior surfaces, etc.).
- Drives a bus over designated routes in accordance with time schedules, picking up and discharging students and escorting across streets when necessary in accordance with safety regulations and state law.
- Maintains good order among students on the bus and those waiting at bus stops while treating students in a respectful and appropriate manner.
- Follows all district policies regarding the discipline of students.
- Documents and reports all disciplinary matters to the school principal.
- Attends all required staff development training as directed.

EDUCATION AND EXPERIENCE:

Education:

- Targeted job related education that meets the needs of the district.

Experience:

- Job related experience is desired.

SKILLS, KNOWLEDGE AND ABILITIES:

Skills:

- Specific skill-based competencies required to satisfactorily perform functions of the job include operating equipment used in industrial maintenance including electrical cleaning equipment, common tools, etc.

Knowledge of:

- Knowledge of methods and procedures in the building trades, custodial work, gardening and grounds maintenance. General knowledge of maintenance, repair, and compliance with California Highway Patrol regarding maintenance and operation of school buses and school vehicles.

Ability to:

- The ability to prepare and interpret plans and specifications. Planning, organizing and supervising the work involved in maintaining school buildings and grounds, school buses, school vehicles and other school equipment. Ability to maintain California School Bus Driver's Certificate.

WORKING CONDITIONS:

Environment:

- Indoor and outdoor environment.
- Exposure to weather conditions.
- School bus environment.
- Driving a vehicle to conduct work.
- Frequent interruptions.
- Must be insurable by the District's liability insurance carrier.
- Random drug testing (DOT).

Physical Demands:

- Sitting for extended periods of time when operating a transportation vehicle.
- Hearing and speaking to exchange information.
- Reaching, pulling and pushing to open bus doors.
- Standing and walking for extended periods of time.
- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to use equipment used in custodial services and to operate a vehicle.
- Vision sufficient to read handwritten and printed materials.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.

- Physical stamina sufficient to sustain light physical labor for up to 8 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.
- Physical strength sufficient to lift materials/supplies up to 40 pounds, and to occasionally lift 80 pounds or more with assistance.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**FOOD SERVICE DIRECTOR**		
REPORTS TO:	Superintendent	DEPARTMENT:	Food Service
CLASSIFICATION:	Confidential Management	HOURS PER DAY:	8
WORK YEAR:	184 days	SALARY:	Per Salary Schedule

Board Approved: August 5, 2014

BASIC FUNCTION:
Under the direction of the Superintendent, the Food Service Director plans, organizes, and directs the activities of the kitchen and cafeteria. The Food Service Director trains, supervises, and evaluates the cafeteria personnel. The Director of Food Service plans, implements, directs and maintains the district's food service programs. The Director of Food Service ensures compliance with all state and federal program mandates and health requirements.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance
- Possession of a valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:
- Directs and manages the district food service program for the purpose of ensuring effective food service operations, and district compliance with state, federal and/or county regulations and district policies and procedures.
- Inspects food production, storage and serving areas for the purpose of ensuring healthful and sanitary conditions and maintaining compliance with local, state and federal regulations.
- Develops and implements standards for efficient, sanitary and nutritious food service for the purpose of ensuring quality and quantity of food service and preparation.
- Monitors fund balances of assigned programs and related financial activity for the purpose of ensuring that allocations are accurate, related revenues are generated, expenses are within budget limits and/or fiscal practices are followed.
- Researches new products, laws, regulations, etc. for the purpose of recommending purchases, contracts and maintaining district wide services.
- Develops long and short range plans/programs for the purpose of expanding the department program and/or ensuring that district resources are effectively utilized.
- Performs personnel functions (e.g. interviewing, evaluating, supervising, etc.) for the purpose of maintaining adequate staffing, enhancing productivity of personnel and achieving objectives within budget.
- Trains and monitors the training of food service employees for the purpose of ensuring an exceptional food service program.
- Supervises assigned personnel for the purpose of ensuring their department and individual performance objectives are met.
- Presents information (e.g. budget overviews, accounting processes, distribution formulas, etc.) for the purpose of communicating information, gaining feedback and ensuring adherence to established internal controls.
- Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions.

- Collaborates with others (e.g. district personnel, regulatory agencies, community organizations, etc.) for the purpose of implementing and maintaining services and/or programs.
- Designs nutrition education efforts for the purpose of enhancing learning and health as defined by District health curriculum.
- Researches equipment and facilities for new and renovated schools for the purpose of assuring safe, high quality food and providing flexibility for future needs.
- Plan and manage activities of the school kitchen.
- Plan, prepare, and assist in serving daily meals in large quantities.
- Clean and store cafeteria equipment and food supplies as required and account for lunch purchases and inventories.
- Enforce the kitchen safety program.
- Consult with the management team, teachers, and other employees on school cafeteria needs.
- Performs other related duties, as assigned, for the purpose of ensuring an efficient and effective work environment.

EDUCATION AND EXPERIENCE:

Education:

- A high School diploma or equivalent.

Experience:

- Leadership and management abilities.
- Registered dietician preferred.
- Accounting and business skills preferred.
- School food service experience preferred.

SKILLS, KNOWLEDGE AND ABILITIES:

Skills:

- adhering to safety practices; operating equipment used in commercial food preparation;
- operating standard office equipment;
- performing accounting procedures;
- planning and managing projects;
- preparing and maintaining accurate records;
- using pertinent software applications.

Knowledge of:

- principles of effective nutrition planning;
- rules and regulations related to the National School Lunch Program,
- compliance issues regarding USDA accounting procedures,
- County health regulations,
- accounting/bookkeeping principles;
- concepts of grammar and punctuation;
- health standards and hazards;
- quantity cooking;
- safety practices and procedures;
- employer-employee relations and contract administration.

Ability to:

- schedule, gather, collate, and/or classify data;
- flexibility is required to work with others in a variety of circumstances;
- work with data utilizing defined but different processes;
- operate equipment using a variety of standardized methods.
- work with a variety of data;
- utilize job-related equipment.
- problem solving is required to analyze issues and create action plans.
- adapting to changing work priorities;
- maintaining confidentiality;
- meeting deadlines and schedules;
- managing and working as part of a team;

WORKING CONDITIONS:

Environment:

- School food service/cafeteria setting

Physical Demands:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines, and food service equipment at required speed and accuracy.
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 6.5 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.
- Physical strength sufficient to lift materials/supplies up to 40 pounds, and to occasionally lift 80 pounds or more with assistance.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**GROUNDS/MAINTENANCE/BUS DRIVER**		
REPORTS TO:	MOT Director	DEPARTMENT:	Maintenance/Operations
CLASSIFICATION:	Classified	HOURS PER DAY:	8
WORK YEAR:	12 months	SALARY:	Per Classified Salary Schedule

BASIC FUNCTION:
Under the supervision of the school site principal and direction of the MOT Director, will lead and participate in the performance of skilled custodial and routine maintenance functions and activities. Will perform general custodial functions in maintaining school grounds, facilities and offices in a clean, safe and secure condition. Does assigned cafeteria work and grounds as needed; and will do other related work as required.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance
- Valid/current CPR certification
- Possession of a valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:
- Assists in making up original plans for repair and/or remodeling of existing facilities; assists in figuring bills of materials and estimates cost in time and materials.
- Instructing others in proper use of tools, materials, equipment, or operation; assists in ordering and distribution of maintenance supplies.
- Directs and participates in work projects.
- Drives school bus as assigned; when so assigned, will carry out duties and responsibilities specified for bus drivers.
- Demonstrates interest in the position by participating in workshops pertaining to work assignment.
- Maintains existing equipment.
- Loading and unloading supplies as needed or directed.
- Carry out those duties and responsibilities assigned to Custodian/Bus Driver.
- Perform a wide variety of tasks related to the day to day custodial activities.
- Adhere to policies and procedures in maintaining appropriate student behavior.
- Requisition supplies, materials, and equipment to ensure that an appropriate operational inventory is maintained.
- Set up and arrange the facility for meetings and special events.
- Assist custodial personnel in resolving unusual problems and situations.
- Perform routine facility and equipment maintenance functions, including minor repair, part replacement, and adjustment tasks.
- Inspect heating, ventilation, and water systems to ensure adherence to operational procedures and guidelines.
- Perform ground duties as requested; operate all grounds related equipment.

- Conduct daily safety inspections on playground equipment; maintain equipment and ground under playground equipment as appropriate.
- Make minor repairs and adjustments to plumbing and electrical equipment and apparatus in school buildings.
- Maintain MSDS sheets and "right to know" labeling at assigned sites.
- Attend in-services and safety meetings as assigned.
- Wash windows, walls, tables, desks and benches; polish metal work; clean chalkboards; dust and clean furniture and wood work; sweep, scrub, mop, polish and wax floors; vacuum rugs and carpets; clean restrooms; refill dispensers.
- Pick-up papers and other debris on grounds and walks; sweep walks and water shrubs.
- Perform special custodial work upon request.
- Performs related duties as assigned.

EDUCATION AND EXPERIENCE:

Education:

- A high school diploma or equivalent.
- Courses in architectural drawing and/or general shop preferred.

Experience:

- Two years of responsible experience as general contractor or equivalent.
- Four years custodial experience.
- Advanced training performed demonstrating loading or shipping skills.
- Prior job related experience with increasing levels of responsibilities, preferably in a school and/or institutional setting.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Approved methods of general repair of buildings.
- Existing codes of safe and accepted instruction.
- Plumbing and electrical installations.
- Materials used in general building repair.
- Hand and power tools used in construction work.
- Safe driving practices.
- Basic first aid procedures and methods.
- Provisions of the California Motor Vehicle Code, the Education Code, District and CHP regulations applicable to the operation of vehicles in the transportation of children.
- Interpersonal skills using tact, patience and courtesy.
- Modern cleaning methods and the preferred methods of cleaning and preserving floors, walls and fixtures and surrounding areas.
- Cleaning materials, disinfectants and equipment used in custodial work.
- Safety practices and work methods.
- Basic record-keeping techniques.
- Proper methods of storing equipment, materials and supplies.

Ability to:

- Perform all the tasks within this department.
- Organize, utilize, and supervise maintenance manpower.
- Advise school administration on repairs.
- Read blueprints.
- Operate a school bus over designated routes in accordance with time schedules, picking up and discharging students.
- Perform all functions of a bus driver.
- Recognize equipment malfunctions and take appropriate action.
- Establish and maintain cooperative and effective working relationships with others.
- Understand and follow oral and written directions, read and interpret maps.
- Lift, carry, push and pull heavy objects up to 75 pounds.
- Sit for extended periods of time when operating a transportation vehicle.
- Bend at the waist.

- Communicate effectively with others.
- Plan, train and provide work direction and guidance to assigned custodians at an assigned site.
- Assign and inspect the work of others.
- Work independently with little direction.
- Properly estimate the quantity of required custodial supplies and equipment.
- Apply and explain schedules, procedures and use of equipment and supplies used in custodial work
- Use common cleaning equipment and materials in a safe and efficient manner.
- Operate a variety of custodial equipment including a floor stripper, buffer, carpet shampooer, vacuum cleaner and small power hand tools.
- Meet schedules and timelines.
- Obtain and retain a California school bus driver's certificate and all related certificates.
- Work at heights to inspect and replace lights.
- Produce work orders.
- Climb ladders.

WORKING CONDITIONS:

Environment:

- Indoor and outdoor environment.
- Exposure to weather conditions.
- School bus environment.
- Driving a vehicle to conduct work.
- Constant interruptions.
- Must be insurable by the District's liability insurance carrier.
- Random drug testing (DOT).
- Ability to maintain California School Bus Driver's Certificate.

Physical Demands:

- Sitting for extended periods of time when operating a transportation vehicle.
- Lifting moderately heavy objects up to 75 pounds.
- Bending at the waist, kneeling or crouching, stooping.
- Hearing and speaking to exchange information.
- Reaching, pulling and pushing to open bus doors.
- Standing and walking for extended periods of time.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**HVAC/GROUNDS/MAINTENANCE/BUS DRIVER**		
REPORTS TO:	MOT Director	DEPARTMENT:	Maintenance/Operations
CLASSIFICATION:	Classified	HOURS PER DAY:	8
WORK YEAR:	12 months	SALARY:	Per Classified Salary Schedule

BASIC FUNCTION:
Under the supervision of the Superintendent and the direction of the MOT Director, will lead and participate in the performance of skilled custodial and routine maintenance functions and activities. Providing HVAC services with specific responsibility for identifying repair and/or replacement needs; installing, repairing, maintaining and upgrading HVAC systems and equipment. Perform general custodial functions in maintaining school grounds, facility and offices in a clean, safe and secure condition. Performs assigned cafeteria work and grounds as needed; Transporting students over scheduled routes and/or to/from special excursions ensuring vehicle operation is in safe operating condition; and ensuring safety of students during transport, loading and unloading of buses. Perform other related work as required and directed.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Universal EPA Refrigeration Certificate
- California School Bus Driver's Certificate
- Criminal Justice Fingerprint/Background Clearance
- Valid/current CPR certification
- Possession of a valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:
- Diagnoses causes of problems and/or failures in heating/air conditioning systems for the purpose of identifying equipment and/or systems repair and/or replacement needs.
- Inspects HVAC systems and their components (e.g. heating units, building exhaust fans, ventilation units, etc.) for the purpose of evaluating condition, identifying necessary repairs and recommending preventive maintenance.
- Performs routine and preventive maintenance as needed for the purpose of ensuring the ongoing functioning of HVAC systems.
- Repairs heating and air conditioning systems and/or components (e.g. pumps, motors, air handlers, fan coils, piping, etc.) for the purpose of ensuring a comfortable work environment.
- Assists in making up original plans for repair and/or remodeling of existing facilities; assists in figuring bills of materials and estimates cost in tie and materials.
- Instructing others in proper use of tools, materials, equipment, or operation; assists in ordering and distribution of maintenance supplies.
- Directs and participates in work projects.
- Drives school bus as assigned; when so assigned, will carry out duties and responsibilities specified for bus drivers.

- Demonstrates interest in the position by participating in workshops pertaining to work assignment.
- Maintains existing equipment.
- Loading and unloading supplies as needed or directed.
- Carry out those duties and responsibilities assigned to Custodian/Bus Driver.
- Perform a wide variety of tasks related to the day to day custodial activities.
- Adhere to policies and procedures in maintaining appropriate student behavior.
- Requisition supplies, materials, and equipment to ensure that an appropriate operational inventory is maintained.
- Set up and arrange the facility for meetings and special events.
- Assist custodial personnel in resolving unusual problems and situations.
- Perform routine facility and equipment maintenance functions, including minor repair, part replacement, and adjustment tasks.
- Inspect heating, ventilation, and water systems to ensure adherence to operational procedures and guidelines.
- Perform ground duties as requested; operate all grounds related equipment.
- Conduct daily safety inspections on playground equipment; maintain equipment and ground under playground equipment as appropriate.
- Make minor repairs and adjustments to plumbing and electrical equipment and apparatus in school buildings.
- Maintain MSDS sheets and "right to know" labeling at assigned sites.
- Attend in-services and safety meetings as assigned.
- Wash windows, walls, tables, desks and benches; polish metal work; clean chalk boards; dust and clean furniture and wood work; sweep, scrub, mop, polish and wax floors; vacuum rugs and carpets; clean restrooms; refill dispensers.
- Pick-up papers and other debris on grounds and walks; sweep walks and water shrubs.
- Perform special custodial work upon request.
- Performs related duties as assigned.

EDUCATION AND EXPERIENCE:

Education:

- A high school diploma or equivalent.
- Courses in architectural drawing and/or general shop preferred.
- EPA Refrigeration certification course.

Experience:

- Two years of experience as HVAC technician.
- Custodial and school bus driving experience preferred but not required.
- Prior job related experience with increasing levels of responsibilities, preferably in a school and/or institutional setting.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Indoor air monitoring equipment and interpret resulting data.
- Air conditioning and heating codes.
- Hazards and safety precautions.
- Refrigerant handling and disposal.
- Approved methods of general repair of buildings.
- Plumbing and electrical installations.
- Materials used in general building repair.
- Hand and power tools used in construction work.
- Safe driving practices.
- Basic first aid procedures and methods.
- Provisions of the California Motor Vehicle Code, the Education Code, District and CHP regulations applicable to the operation of vehicles in the transportation of children.
- Interpersonal skills using tact, patience and courtesy.
- Modern cleaning methods and the preferred methods of cleaning and preserving floors, walls and fixtures and surrounding areas.
- Cleaning materials, disinfectants and equipment used in custodial work.
- Safety practices and work methods.
- Basic record-keeping techniques.

- Proper methods of storing equipment, materials and supplies.

Ability to:

- Perform all the tasks within this department.
- Advise school administration on repairs.
- Read blueprints.
- Operate a school bus over designated routes in accordance with time schedules, picking up and discharging students.
- Perform all functions of a bus driver.
- Recognize equipment malfunctions and take appropriate action.
- Establish and maintain cooperative and effective working relationships with others.
- Understand and follow oral and written directions, read and interpret maps.
- Lift, carry, push and pull heavy objects up to 75 pounds.
- Sit for extended periods of time when operating a vehicle.

- Bend at the waist.
- Communicate effectively with others.
- Work independently with little direction.
- Properly estimate the quantity of required custodial supplies and equipment.
- Apply and explain schedules, procedures and use of equipment and supplies used in custodial work
- Use common cleaning equipment and materials in a safe and efficient manner.
- Operate a variety of custodial equipment including a floor stripper, buffer, carpet shampooer, vacuum cleaner and small power hand tools.
- Meet schedules and timelines.
- Obtain and retain a California school bus driver's certificate and all related certificates.
- Work at heights to inspect and replace lights.
- Produce work orders.
- Climb ladders.
- Follow all state and federal laws and guidelines regarding the safe handling, storage, and disposal of all HVAC-related equipment, fluids, and gasses.

WORKING CONDITIONS:

Environment:

- Indoor and outdoor environment.
- Exposure to weather conditions.
- Exposure to machinery and equipment that produce high levels of noise.
- School bus environment.
- Frequent interruptions.
- Must be insurable by the District's liability insurance carrier.
- Subject to random drug testing (DOT).

Physical Demands:

- Climbing ladders and working on rooftops.
- Lifting moderately heavy objects up to 75 pounds.
- Bending at the waist, kneeling or crouching, stooping.
- Hearing and speaking to exchange information.
- Reaching, pulling and pushing heavy items.
- Standing and walking for extended periods of time.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**HEALTH SERVICES AIDE**		
REPORTS TO:	Superintendent	DEPARTMENT:	Office /Administration
CLASSIFICATION:	Classified	HOURS PER DAY:	6.5
WORK YEAR:	181 days	SALARY:	Per Salary Schedule

BASIC FUNCTION:
Under the direction of the Superintendent/Principal, the Health Services Aide conducts a health services program for the evaluation, improvement, and protection of the health of pupils and school personnel in accordance with state law and District policies and procedures.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance
- Valid/current CPR certification.
- Possession of a valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:
- Bilingual English/Spanish skills necessary to communicate with students and their parents.
- Conduct medial case findings, screening and referral activities related to health defects of pupils.
- Assist medical and dental personnel with programs conducted at the school.
- Work closely with school personnel and parents of pupils regarding illness, physical defects and potential health problems. Provide health counseling directed toward pursuit of appropriate action.
- Provide health counseling services to pupils with health and related problems.
- Provide emergency care/service for ill and injured pupils while at school.
- Identify safety and health hazards on school site.
- Conduct programs directed toward the control of communicable diseases in the school community.
- Maintain complete health records of all students examined and/or treated. Make reports to the school administration, parents, and medical authorities when the result from any test indicates the necessity therefore.
- Make all types of health reports as required by administration, the County Office of Education, the County Health Department, and the State Department of Education.
- Inform teachers of the health problems of students.
- Be on call at all times for emergencies.
- Issue excuses from physical education classes to pupils with authorized excuses.
- Assist with the health components of Federal and State programs.
- Maintain a healthful environment in the office and classrooms.
- Complete and mail all accident reports to the insurance companies and authorization slips to doctors and dentists.

- Monitor and inventory all school medical supplies. Order health and first aid supplies and service first aid kits in classrooms and buses.
- Regularly reviews student immunization and health records and assists families to assure compliance with immunization laws.
- Performs specialized physical health care procedures, including but not limited to gastrostomy and nasogastric feedings, toileting, tracheostomy care, diaper changes, nebulizer treatments, glucagon administration, emergency care in an anaphylactic reaction including administration of the epi-pen.
- Perform other related duties as assigned.

EDUCATION AND EXPERIENCE:

Education:

- Graduation from a California Licensed Vocational Nurse program.
- Knowledge of first aid practices and general knowledge of health services practices.
- An ability to perform health care services in a friendly and compassionate manner and be able to get along well with parents, students, staff, and supervisors.

Experience:

- Minimum of one year experience as a LVN

SKILLS, KNOWLEDGE AND ABILITIES:

Skills:

- Read vital signs such as pulse, temperature, blood pressure and respiration.
- Administer injections and medications as directed.
- Apply dressings, heat packs and ice packs.
- Watching patients closely and reporting any signs of treatment complications or adverse medication reactions.
- Tend to a patient's comfort, personal hygiene and emotional needs.
- Monitor blood glucose levels for diabetic students.
- Administer insulin or assist in the administration of insulin to diabetic students, including assisting with carbohydrate counting, the calculation of proper insulin dosages, and ensuring proper administration techniques.

Knowledge of:

- Knowledge of commonly used drugs and their action
- Computation of dosages
- Preparation of medications
- Principles of administration

Ability to:

- The ability to communicate with both Spanish-speaking and English-speaking students and parents.
- Watching patients closely and reporting any signs of treatment complications or adverse medication reactions.
- Tend to a patient's comfort, personal hygiene and emotional needs.
- Tend to a patient's comfort, personal hygiene and emotional needs.

WORKING CONDITIONS:

Environment:

- School setting. Predominantly indoor work environment with occasional outdoor assistance to injured students and/or staff
- Exposure to students/staff with physical injuries, body fluids, and potentially contagious illnesses.

Physical Demands:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy.

- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 6.5 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.
- Physical strength sufficient to lift materials/supplies up to 40 pounds, and to occasionally lift 80 pounds or more with assistance.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE: **INSTRUCTIONAL ASSISTANT**

REPORTS TO:	Assigned Teacher/Superintendent	DEPARTMENT:	Curriculum/Instruction
CLASSIFICATION:	Classified	HOURS PER DAY:	Varies
WORK YEAR:	181 Days	SALARY:	As per salary schedule

Board Approved: October 1, 2013

BASIC FUNCTION:
Under the direction of an assigned supervisor, assist a certificated teacher in providing instruction to individuals or small groups of students; monitor and report student progress; supervise students during recess and lunch periods; perform a variety of activities that promote improved student achievement; work directly with the classroom teacher and students implementing Board approved curriculum and assessments.

ESSENTIAL JOB FUNCTIONS:
- Assist in the presentation of instructional materials and supplemental academic instruction to individuals or small groups of at-risk and/or English Learner (EL) students.
- Reinforcing instruction as directed by the supervisor; assisting at-risk students in their understanding and comprehension of reading, writing, language arts, science, math and social studies, performing remedial exercises and other basic instruction as required.
- Assist in the preparation of materials for classroom use as directed by the supervisor; organize materials to assist at-risk student learning.
- Assist students by providing a proper role model, emotional support, patience, a friendly attitude and general guidance.
- Serve as liaison between school and parents explaining school policies and procedures.
- Tutor individuals or small groups of at-risk students, reinforcing instruction as directed by the teacher; communicate with students to facilitate instructional process; interpret textbook and homework assignments in subjects such as math, social studies, science, reading and English.
- Observe and appropriately control behavior of students in the classroom and movement of students to various locations on the school campus and during emergency drills.
- Correct and record tests, papers, and homework assignments as directed; prepare homework packets as assigned.
- Perform a variety of clerical duties such as, assembling materials, taking roll, maintaining records and files, duplicating classroom materials and distributing and collecting papers and supplies.
- Prepare and keep a file of instructional materials and assist students and teachers in finding needed instructional materials.
- Operate audio-visual equipment, copier, VCR and computer; set up displays as necessary.

- Arrange bulletin boards, displays, and other visual aids to assist academically at-risk students.
- Report progress regarding student performance and behavior as required; provide input and assist teachers with determining student advancement through established learning programs.
- Assist students with the use of computers, audiovisual aids, and technology.
- Responsible for supervision of students when assigned to the lab.
- Direct group activities of students as assigned; assist in monitoring lunch, playground and other activities as assigned; accompany students to bus stops, restrooms, offices and other locations as assigned.
- Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

- Education: Must be NCLB compliant
- Experience: A minimum of 1 year experience working with children in an educational setting.

JOB REQUIREMENTS:

- SKILLS:
    - The ability to operate a variety of basic office equipment to include copiers, fax machines, scanners, laminating machines, computers, printers, and die-cutting equipment.

- KNOWLEDGE:
    - Basic subjects taught in schools, including arithmetic, grammar, spelling, language and reading; Safe practices in classroom and playground activities; Child guidance principles and practices; Correct English usage, grammar, spelling, punctuation and vocabulary; Interpersonal skills using tact, patience and courtesy; Basic record-keeping techniques.

- ABILITIES:
    - Assist a certificated teacher with assigned instructional activities; assist with instruction and related activities in a classroom or assigned learning environment; communicate and maintain effective relationships with students, parents, staff and the public; perform routine clerical duties in support of classroom activities; print and write legibly; understand and follow oral and written directions; learn procedures, functions and limitations of assigned duties; communicate effectively both orally and in writing

WORK ENVIRONMENT:
The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Short periods of standing

CLEARANCES/CERTIFICATES:
Criminal Justice Fingerprint/Background
Clearance

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**LIBRARY TECHNICIAN**		
REPORTS TO:	Superintendent	DEPARTMENT:	Curriculum & Instruction
CLASSIFICATION:	Classified	HOURS PER DAY:	8
WORK YEAR:	181	SALARY:	Per Salary Schedule

BASIC FUNCTION:
Directs library users to standard references, organize and maintain periodicals, prepare volumes for binding, handle interlibrary loan requests, perform routine cataloging and coding of library materials and retrieve information from computer databases. Loans and collects books, periodicals, and other materials. Sort returned books, periodicals, and other items and put them on their designated shelves, in the appropriate files, or in storage areas. Before reshelving returned materials, they look for any damage and try to make repairs.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance

ESSENTIAL JOB FUNCTIONS:
- Orders books, periodicals, and other library materials. Reads book reviews; selects books and prepares listing of books for purchase consideration.
- As authorized, selects and maintains the collection of library media and materials.
- Oversees daily operation of the library. Determines and communicates check-out procedures. Checks materials in and out; provides assistance to students and teachers in locating materials.
- Follow up overdue materials.
- Shelves books; maintains and updates card catalog and shelf list.
- Schedules class sessions in the library; coordinates other learning activities.
- Monitors student behavior in the library
- Maintains physical appearance of library; picks up litter and straightens chairs. Sets up displays; designs bulletin boards.
- Takes periodic inventory of library books and materials; maintains inventory records. Determines whether books should be repaired or discarded; prepares materials for binding.
- Provides information to staff members, students, parents, and other visitors concerning library materials and services.
- Performs related duties as assigned.

EDUCATION AND EXPERIENCE:
Education:

- NCLB compliant for Instructional Assistant, either by test or university credits.

Experience:
- Minimum of 2 years experience in library operations

SKILLS, KNOWLEDGE AND ABILITIES:

Skills:
- SKILLS are required to perform multiple tasks with a potential need to upgrade skills in order to meet changing job conditions.
- Specific skill-based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including using pertinent software applications;
- Preparing and maintaining accurate records; use of technology; and record keeping.

Knowledge of:
- Standard library practices;
- Computer and Internet operations; office equipment/software;

Ability to:
- Use job-related equipment;
- Adapt to changes and deal with frequent interruptions;
- Develop and publish library schedules;
- Interact professionally with students and staff.

WORKING CONDITIONS:

Environment:
- Library environment
- Outdoor and/or cafeteria supervision of students in all weather conditions

Physical Demands:
- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy.
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 8 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.
- Physical strength sufficient to lift materials/supplies up to 40 pounds, and to occasionally lift more with assistance.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**DIRECTOR OF MAINTENANCE, OPERATIONS, AND TRANSPORTATION (MOT)**		
REPORTS TO:	Superintendent	DEPARTMENT:	MOT
CLASSIFICATION:	Confidential Management	HOURS PER DAY:	8
WORK YEAR:	12 Months	SALARY:	Per Salary Schedule

BASIC FUNCTION:
Under the direction of the Superintendent, the Director of Maintenance, Operations and Transportation, is responsible for planning, organizing, directing, coordinating, managing and supervising all maintenance, custodial, grounds, safety/security services, construction management and the transportation of students.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance
- Valid/current CPR certification.
- Possession of a valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:
- Coordinate the work schedules of all members of the maintenance, grounds and transportation departments.
- Inspect facilities, grounds, district vehicles and school buses to determine needed operational and corrective needs and ensure against safety hazards.
- Manage the preparation of bus routes, pupil loads and safety regarding road conditions.
- Implement and manage the in-service training and safety programs and campaigns relative to the facilities, grounds and transportation.
- Ensure the progress and quality of district work projects pertaining to the buildings and grounds.
- Manage the maintenance and repair program for the district's buses and any/all other district vehicles and grounds equipment.
- Perform periodic evaluations of all personnel under his direction and report to the Superintendent in accordance with Board policy.
- Ensure compliance with all mandates with regard to facilities (i.e., OSHA, Williams Settlement, etc.)
- Maintain work-time records for the maintenance, operations and transportation departments.
- Assist in the training of all new employees assigned to the maintenance, operations and transportation department.
- Address concerns and requests for information from parents and others pertaining to the district's pupil transportation, referring to the Superintendent when appropriate.
- Estimate costs of parts, supplies and repairs as needed for the general upkeep of the district facilities, grounds and transportation vehicles.
- Initiate requisitions pertaining to the costs involved in maintaining the district's facilities, equipment, vehicles and busses.

- Serve as a member of the screening committee for maintenance, operations and transportation applicants.
- Attend Board meetings upon request.
- Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Education: A high School diploma or equivalent.

Experience: Leadership and management experience is desirable. One year experience in the maintenance and repair of school buses/diesel engines.

SKILLS, KNOWLEDGE AND ABILITIES:

Skills:

- Prepare financial, operational and statistical reports as required or directed.
- Manages departmental expenditures and ensures prudent fiscal management in the application of assigned funds.
- Assists with oversight of surplus property and sales.
- Manages the assignment and distribution of personnel and provides ongoing reviews of organization structure, staffing and departmental policies and procedures.
- Provides for employee growth through in-service and outside training opportunities.
- Responds to emergency situations and assists with the emergency management program.

Knowledge of:

- Methods, techniques, supplies, materials and equipment utilized in school facility and building maintenance;
- Repair and construction;
- General upkeep and repairs of district vehicles and school busses;
- Laws affecting the maintenance and repair of school buildings, grounds and pupil transportation;
- Basic record/time keeping procedures.
- Knowledge of first aid practices.

Ability to:

- Understand and carry out oral and written directions with minimal accountability controls.
- Prepare and interpret building plans, blueprints, drawings, schematics and other data pertaining to the maintenance, repair and construction of school facilities and equipment.
- Plan, organize and supervise the work involved in maintaining school buildings, grounds and pupil transportation;
- Request and/or estimate costs of school construction, maintenance, grounds upkeep and school buses/vehicles repairs;
- Carry out broad district policies;
- Prepare verbal and written reports for the Superintendent and/or Board;
- Establish and maintain cooperative working relationships;
- Perform other duties as assigned by the Superintendent.

WORKING CONDITIONS:

Environment:

- Persons performing service in this position classification will work in all areas of the school setting, both inside and outside in all weather conditions.

Physical Demands:

- Persons performing service in this position classification will exert 50 to 75 pounds of force frequently to lift, carry, push, pull or otherwise move objects.
- This type of work may involve ascending and descending ladders, scaffolding and will involve walking or standing for extended periods of time.

- The manual dexterity to operate equipment and use hand tools and handle and work with various materials and objects are important aspects of this job.
- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy.
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 8 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Position Job Description

TITLE:	**DIRECTOR OF TECHNOLOGY**		
REPORTS TO:	Superintendent	DEPARTMENT:	Technology
CLASSIFICATION:	Confidential Management	HOURS PER DAY:	8
WORK YEAR:	12 months	SALARY:	Per Salary Schedule
Board Approved:	December 14, 2021		

BASIC FUNCTION:
The Technology Director is responsible for planning, coordinating, and implementing the district plan for instructional technology, supporting technology users in the district, consulting on the selection of technology equipment and related materials, and coordinating in service activities in the area of instructional technology.

CLEARANCES/CERTIFICATE REQUIREMENTS:
- Criminal Justice Fingerprint/Background Clearance
- Possession of a valid Class C California Driver's License

ESSENTIAL JOB FUNCTIONS:
- Develops a multi-year district-wide computer/technology plan to include curriculum/instructional implications, technology standards and benchmarks, specific timelines, estimated budgets, personnel, and in-service implications.
- Develop, implement, and oversee districts' local area network. Develop and coordinate the Acceptable Use Policy for technology use by students and staff. Oversee compliance with federal, state, and local regulations as to the acceptable use of educational technology within the district.
- Performs E-rate duties and maintains the effectiveness of the federal E-rate program within the district.
- Evaluate and select technology equipment and related material (network, desktop, peripherals, software, etc).
- Coordinate instructional technology related in services, develop onsite training, design and deliver advanced workshops, and locate training resources outside the school system as needed.
- Prepare technology related grant applications. Coordinate with Superintendent and Business Manager for the effective implementation of technology related grants.
- Develop bid specifications for technology equipment and related materials, and district-wide data networks.
- Determine repair/discard/replace policy for technology equipment.
- Assist in developing strategies for implementing instructional technology across all content areas. Integrate technology tools into the district's administrative routines in an effective manner.
- Provides hardware maintenance and software support for district technology installation. Determine need for outsourcing of repair and maintenance services as needed.
- Supervise technology support staff in providing service to teachers and administrative staff.
- Coordinate district software license acquisitions. Maintain the district's inventory of technology related equipment.

- Work with the Superintendent in designing school facilities and renovations for the effective use of current and future technologies.
- Provide the district's liaison with county, regional, and state educational technologies. Provide data and compliance assurances as required for technology related programs at all levels.
- Act as the Local Area Network (LAN) Engineer who is responsible for designing and implementing the local area networks in a school environment.
- Coordinate the evaluation of school system networking needs and recommend improvements and modifications to the existing infrastructure. Diagnose and resolve local area network issues.
- Install LANs including network servers, hubs, routers, workstations, printers, and other peripheral devices.
- Install and configure LAN servers for email, Internet, file and Proxy servers.
- Operate and maintain LANs, monitor performance, and perform upgrades to hardware and software as required.
- Maintain documentation regarding network configuration, operating procedures, and service records relating to network hardware and software.
- Attend training and review professional literature to enhance knowledge of trends and developments related to LAN systems.
- Other duties as assigned

EDUCATION AND EXPERIENCE:

Education:

- Bachelor's degree in computer related field or a field associated with information technology required.
- Strong technical background including hands-on experience with networks, servers, and end-user hardware and software.

Experience:

- Experience in leading the development and support of IT infrastructures, preferably in an educational setting.
- Supervisory experience preferred.
- Experience in leading the development and support of IT infrastructures, preferably in an educational setting.
- Strong technical background including hands-on experience with networks, servers, and end-user hardware and software.

WORKING CONDITIONS:

Environment:

- School setting. Predominantly indoor work environment with occasional outdoor work required.
- Exposure to electronic equipment which represents an electrical shock hazard and noise levels up to 100dB.
- Working at heights of up to 30 feet.

Physical Demands:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy.
- Basic hand tool knowledge and experience.
- Vision sufficient to read handwritten and printed materials, and the display screen of various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (60 decibels).
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 7 hours per day, and to sit and/or stand for long periods of time, and to respond to emergency situations.
- Physical strength sufficient to lift materials/supplies up to 40 pounds, and to occasionally lift 80 pounds or more with assistance.

Monson-Sultana Joint Union Elementary School District
Classified Employee Evaluation

EMPLOYEE:	POSITION:	DATE:

PROBATIONARY EMPLOYEE		PERMANENT EMPLOYEE	
✓ CHECK ONE		✓ CHECK ONE	
	5 MONTH REPORT		EVALUATION REPORT (ANNUAL EVALUATION)
	11 MONTH REPORT		OTHER / PERIODIC REPORT AS NEEDED

RATING KEY

If 1 or 2 is marked, the supervisor must supply comments in the spaces provided and in the summary section.

1	UNSATISFACTORY PERFORMANCE
2	NEEDS TO IMPROVE TO MEET DISTRICT EXPECTATIONS
3	MEETS DISTRICT EXPECTATIONS
4	EXCEEDS DISTRICT EXPECTATIONS

PERSONAL QUALIFICATIONS	1	2	3	4	COMMENTS
DEPENDABILITY					
COOPERATION					
PROFESSIONALISM					
PUNCTUALITY					
ATTENDANCE					
EFFICIENCY/TIME MANAGEMENT					
ADHERENCE TO POLICIES/PROCEDURES					

JOB SKILL QUALIFICATIONS	1	2	3	4	COMMENTS
INITIATIVE					
SKILL KNOWLEDGE					
WORK ATTITUDE					
QUALITY OF WORKMANSHIP					
QUANTITIY OF WORKMANSHIP					
RESPONSIBLE WITH EQUIPMENT					

SUMMARY COMMENTS / RECOMMENDATIONS BY EVALUATOR:

PROBATIONARY EMPLOYEE Evaluator Recommendation ✓ CHECK APPLICABLE BOX AT 11 MONTHS*			PERMANENT EMPLOYEE ONLY Evaluator Recommendation ✓ CHECK APPLICABLE BOX	
YES		RECOMMEND PERMANENT STATUS		EMPLOYEE TO BE RETAINED
NO				EMPLOYEE TO BE RETAINED WITH CONDITIONS Follow-up Conference Date:
*Please do not check any boxes on 5 month evaluation.				RECOMMEND DISMISSAL

Supervisor's Signature **Title** **Date** **Employee's Signature** **Date**

This document will be placed in your personnel file. You may, within five days, submit a written response to be attached. The employee's signature only indicates that this evaluation has been fully discussed. It does not mean the employee agrees with this performance evaluation.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

July 25, 2023

AGENDA SECTION: CONSENT

AGENDA ITEM: 9.4 MOU between MSJUESD and MSAT

ATTACHMENTS: MOU between MSJUESD and MSAT

DISCUSSION:

The Monson-Sultana District negotiations team has reached an agreement with the Monson-Sultana Association of Teachers (MSAT) in the form of a memorandum of understanding (MOU) for the 2023-2024 on teachers' work hours. The parties agree that this MOU shall expire on June 30, 2024 or until both parties have approved a CBA, whichever occurs first.

RECOMMENDATION: **The Superintendent recommends that the Board approve this MOU as presented.**

PROPOSED ACTION: **APPROVE**

DocuSign Envelope ID: 008EA02D-34AF-4922-962A-932DD4A46B84

d. In addition to the hours indicated above, Unit Members may be required to attend and or participate in parent and student conferences, back to school night, school carnival, and graduation. The amount of time required for each event listed will remain status quo to the amount of time required in the 2022-2023 school year.

e. All unit members shall have a forty (40) minute duty free lunch.

f. The Principal may call an emergency meeting and provide Unit Members as much notice as possible. Such meetings shall normally be no longer than 30 minutes, except by mutual agreement of the immediate supervisor and a majority of unit members at the meeting.

g. The Unit Member work day prior to Winter Recess and Spring Break shall be considered shortened days and the Unit Member may leave campus fifteen (15) minutes after the Unit Member's student dismissal time.

h. Work Year and School Calendar. The Unit Member work year shall be one hundred eighty-five (185) days.

2. The Parties agree that this MOU shall expire on June 30, 2024 or until both Parties have approved a CBA, whichever occurs first.

This MOU is made and entered into on July 11, 2023, between Association and the District. The representatives and signatories listed below affirm and represent that they have authority to enter into a binding agreement, subject to the ratification of Association and approval by the District's Governing Board.

FOR THE DISTRICT

Superintendent/Principal, Roberto Vaca — Date

FOR ASSOCIATION

DocuSigned by:
Joseph Rico
79372D16C2B24EB

7/11/2023

MSAT President, Joseph Rico — Date

DocuSign Envelope ID: 008EA02D-34AF-4922-962A-932DD4A46B84

MEMORANDUM OF UNDERSTANDING
BETWEEN MONSON SULTANA JOINT UNION SCHOOL DISTRICT AND MONSON SULTANA ASSOCIATION OF TEACHERS/CTA/NEA

July 10, 2023

The Monson Sultana Joint Union School District ("District") and the Monson Sultana Association of Teachers/CTA/NEA ("Association") hereby also known as the "Parties" enter into this Memorandum of Understanding ("MOU") on the following terms:

WHEREAS, the District and Association are currently negotiating a collective bargaining agreement ("CBA");

WHEREAS, both Parties wish to agree on a work day and work year terms for the 2023-2024 school year or until the Parties approve the CBA.

Therefore, MSAT and the District agree as follows:

1. **Workday and Work Year**

a. The Association and District recognize that certificated employees are professional employees who work a professional day. The professional day shall include, but not be limited to: instructional activities; grading and preparation; campus and student supervision; parent conferences and meetings, IEP meetings, staff and faculty meetings, professional growth and in-service meetings; student diagnostic and assessment activities; school and student record maintenance; curriculum development; and instructional materials development.

b. The normal on-site workday for Unit Members shall begin at 7:45 a.m. and end at 3:25 p.m. On Fridays, Unit Members on-site workday ends at 3:10 p.m.

i. One day a week, students shall be released at 1:00 p.m. and Unit Members shall remain on duty. Once students are released, the remainder of the day shall be District led collaboration and professional development. However, one hour will be teacher collaboration time between Unit Members. This day shall not be individual preparation time, unless determined appropriate by the Superintendent. Up to ten (10) times a year, the District can use the entire time after students are released for trainings or other topics as determined appropriate by the District.

c. Unit Members shall receive the same amount of preparation time as the 2022-2023 school year, which will be at least 300 minutes of individual teacher preparation time each work week, within the on-site workday. The 300 minutes includes the time before and after the student instructional day. When there are not five duty days in a work week, this minimum amount of individual teacher preparation time shall be reduced accordingly.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

July 25, 2023

AGENDA SECTION: CONSENT

AGENDA ITEM: 9.5 LIBRARY FURNITURE BIDS

ATTACHMENTS: SOUTHWEST SCHOOL & OFFICE SUPPLY BID
CORE BUSINESS INTERIORS BID, AND METEOR EDUCATION BID

DISCUSSION:

The administration is recommending the purchase of furniture for the new library for the 2023-2024 school year. Three quotes were obtained for board consideration.

RECOMMENDATION: **The Superintendent recommends that the Board approve the bid from METEOR EDUCATION for the purchase of furniture for the new library.**

PROPOSED ACTION: **APPROVE**

SOUTHWEST
SCHOOL & OFFICE
SUPPLY

Territory Manager: Joseph De La Cruz

:hool.com

9.5: EDIT
Face sheet
(already created)
look @ my notes

Acct. No. 1878921

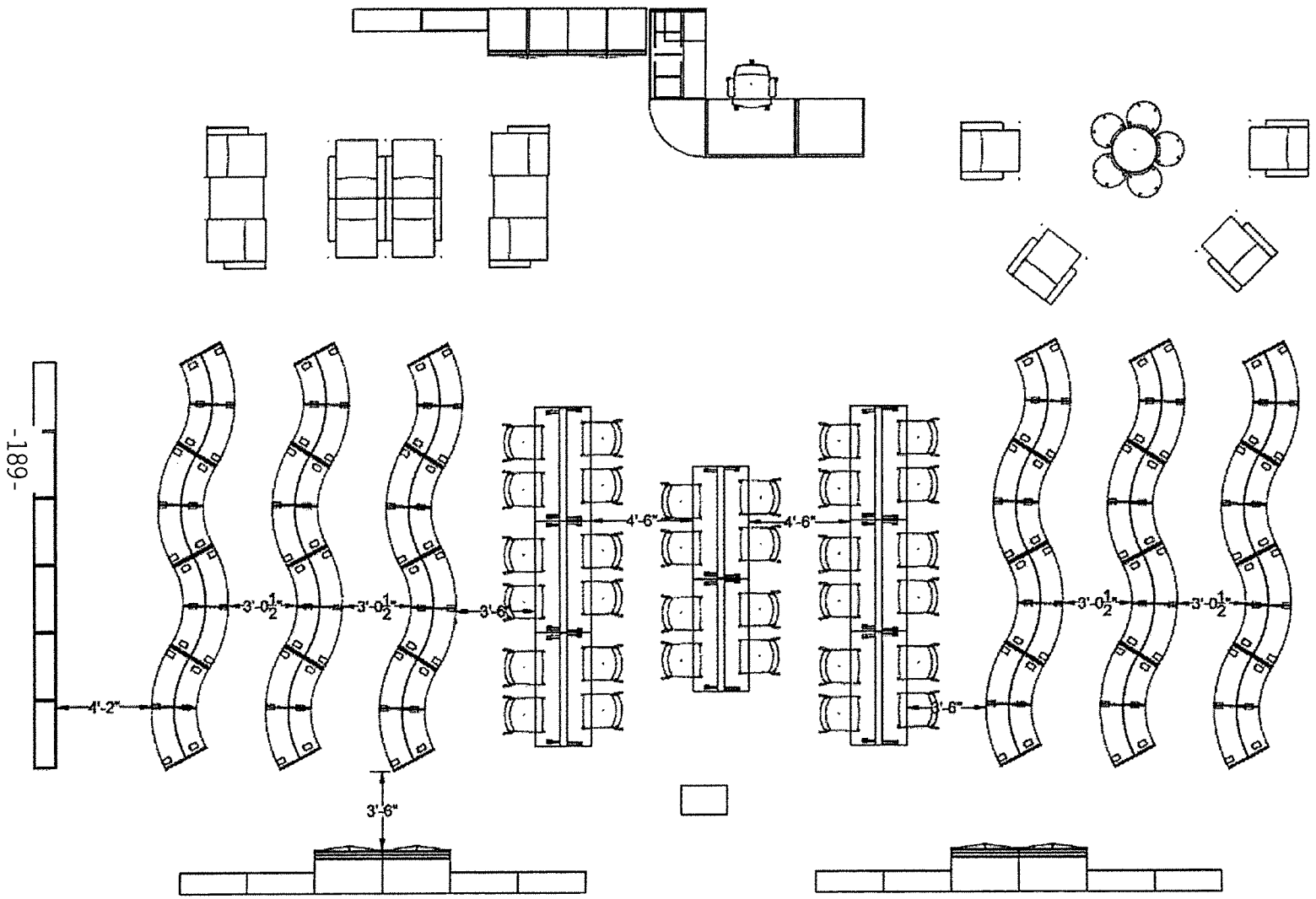
Sold to:
Monson-Sultana Jt Union ESD
10643 Avenue 416
Sultana, CA 93666

Purchase order no.
Delivery requested

Item Number	Quanity	Unit	Description	Price	Total
TD_6030FS	8	EA	60"Wx30"Dx29"H FLIP TOP TRAINING TABLE	794.35	$6,354.80
383	32	EA	TONE SOLID BACK ARMLESS SIDE CHAIR	210.80	$6,745.60
1524	1	EA	FLEX FULLY UPHOLSTERED ROUND OTTOMAN 24"DIA x 18"H	539.50	$539.50
1518	5	EA	FLEX FULLY UPHOLSTERED PETAL OTTOMAN 18"DIA x 18"H	455.40	$2,277.00
461_	1	EA	ETC MESH MID BACK CHAIR, GRADE-IN FABRIC SEAT	605.15	$605.15
5801	8	EA	EVE CLUB CHAIR WITH ARMS	1366.15	$10,929.20
5804	2	EA	EVE ARMLESS CLUB CHAIR	1273.85	$2,547.70
5804	2	EA	EVE ARMLESS CLUB CHAIR	1327.20	$2,654.40
5831	2	EA	EVE ONE SEAT BENCH	1072.85	$2,145.70
HW_RS3048	1	EA	48" RECTAGULAR SHELL- TWO FULL LEGS	452.30	$452.30
HW_RS3048	1	EA	48" RECTAGULAR SHELL- TWO FULL LEGS	452.80	$452.80
HW_4818	1	EA	TRANSACTION COUNTERTOP 48"x18"x14"	579.50	$579.50
HW_RS3036	1	EA	36" RECTANGULAR SHELL- TWO FULL LEGS	406.15	$406.15
HW_CB2930	1	EA	29" HIGH CURVED CORNER BOOKCASE 30"x30"	627.70	$627.70
H__UPF	1	EA	FILE/FILE UTILITY PED, FRONT LOCKING	555.40	$555.40
HW_48	10	EA	48"H 3-SHELF BOOKCASE 36"x12"	496.55	$4,965.50
HW_LS46C	1	EA	STANDING LECTERN 24"x15"x46"	559.50	$559.50
H_05114	2	EA	1 DRAWER, 4 ADJUSTABLE SHELVES, 2 DOORS 42"Wx24"Dx36"H	1196.40	$2,392.80
H__18206	4	EA	2 DOORS, 5 ADJUSTABLE SHELVES 36"Wx24"Dx84"H	1369.20	$5,476.80
HW_DSBK6648	12	EA	DOUBLE SIDE BOOKCASE STORAGE, 66"Wx24"Dx48"H	1994.25	$23,931.00
HW_DSBK6648	12	EA	DOUBLE SIDE BOOKCASE STORAGE, 66"Wx24"Dx48"H	1994.25	$23,931.00
HW_84	6	EA	84"H 6-SHELF BOOKCASE 36"x12"	797.45	$4,784.70
FREIGHT	1	EA	HPFI MANUFACTURER FREIGHT FEE	4271.55	$4,271.55
INSTALLATION	1	EA	ASSEMBLY & INSTALLATION SET IN PLACE PER PLANS WHITE GLOVE	6038.50	$6,038.50
			HAUL-A-WAY ALL DEBRIS AND CLEANUP		

1 OF 1

sub-total	$114,224.55
7.75%	$8,852.40
Total	$123,076.95



HPFi

Project: Monson Sultana School - Library

Project #: 23-094

Date: 03-14-23

Dealer: Southwest School Supply

Sales Rep: B3W

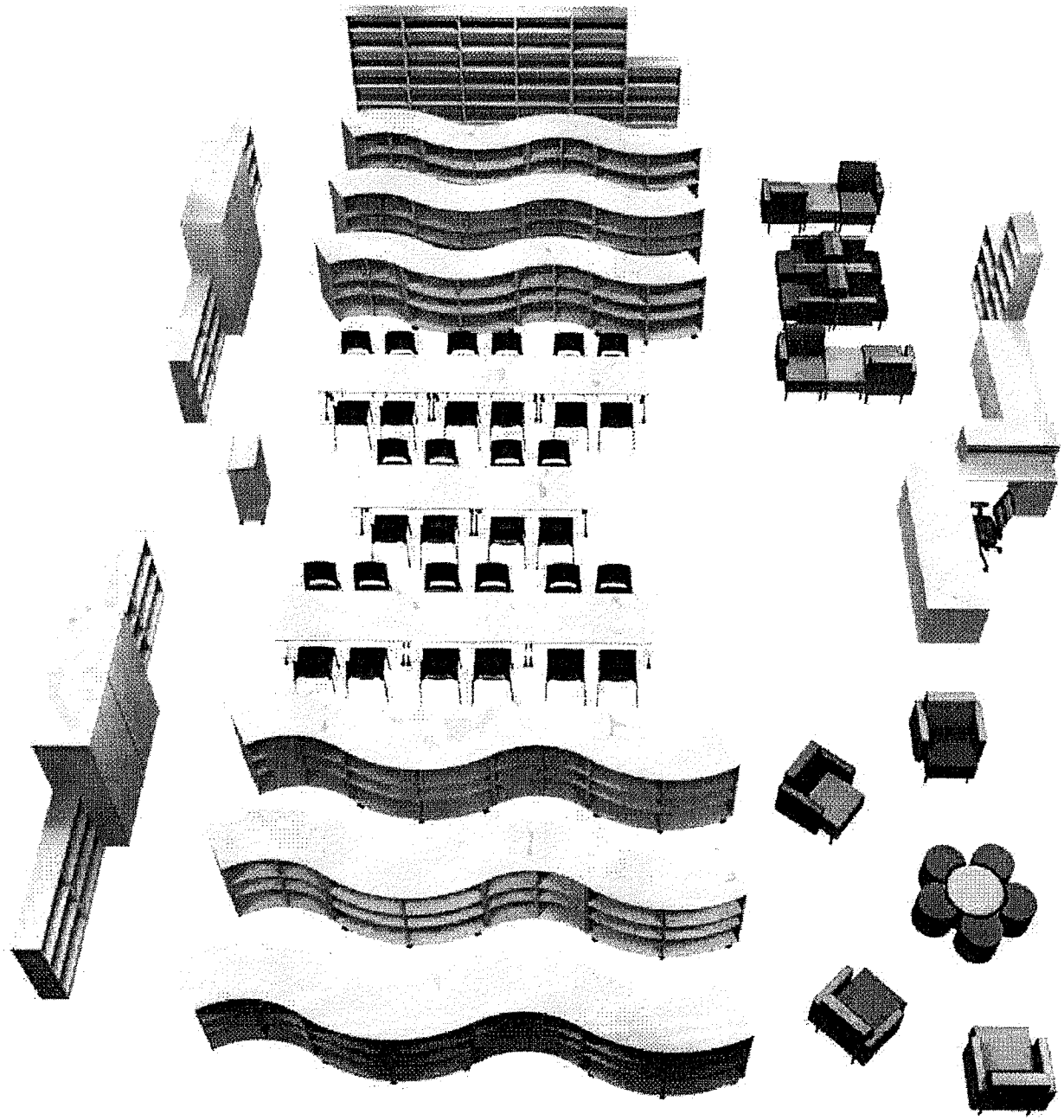
Library Furniture Plan

Drawn By: MC
Render By: MC

HPFi will not accept responsibility for any error in interpretation of the drawing, finishes or pricing and recommend thorough review.

Please notify HPFi of any discrepancies.
to verify dimensions, quantities, finishes and pricing.

Renderings are for representation only. Actual items and finishes may vary from rendering.



HPFi

Project: Monson Sultana School - Library

Project #: 23-094

Date: 03-14-23

Dealer: Southwest School Supply

Sales Rep: B3W

Library Rendering 01

Drawn By: MC
Render By: MC

HPFi will not accept responsibility for any error in interpretation of the drawing, finishes or pricing and recommend thorough review.

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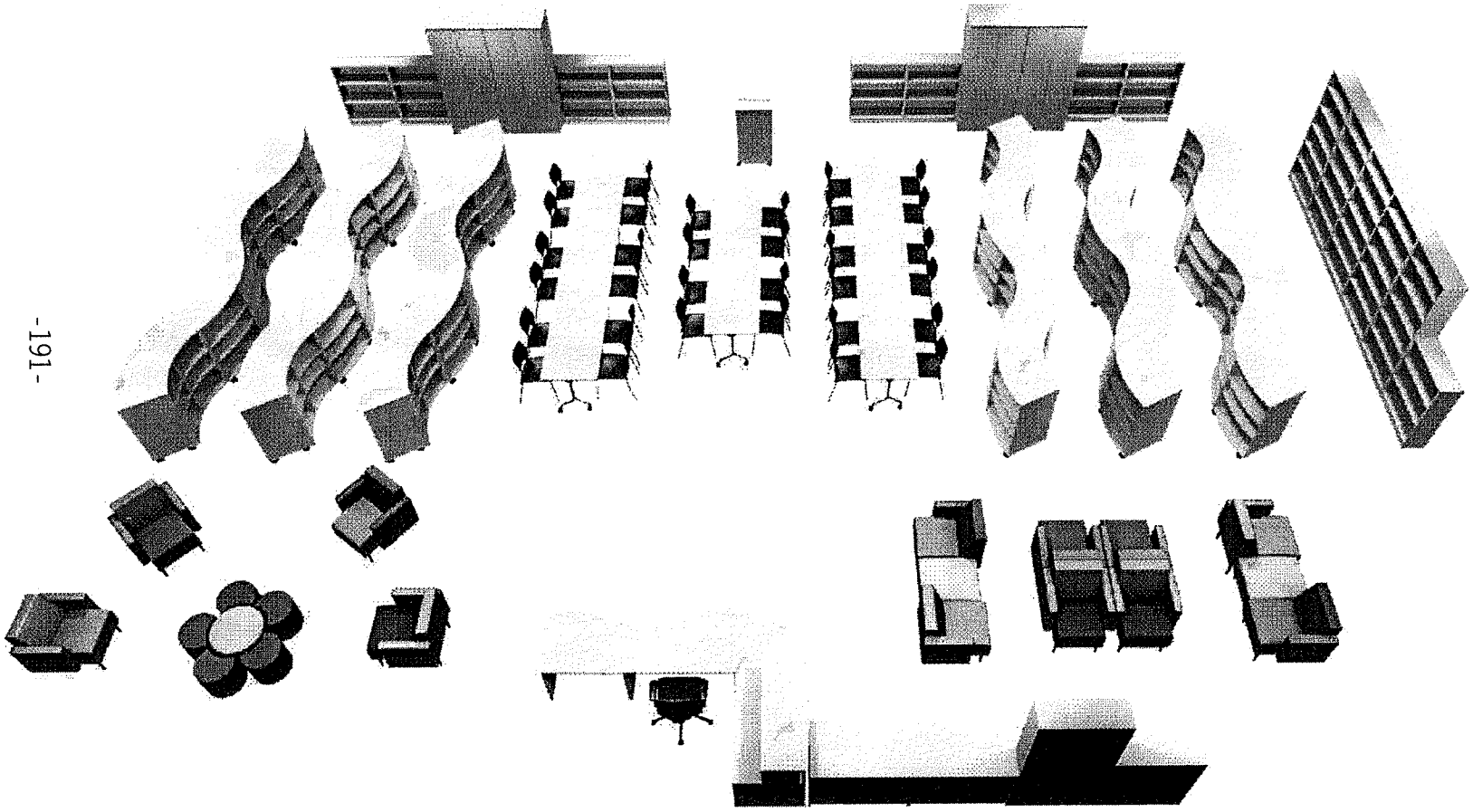
to verify dimensions, quantities, finishes and pricing.

Renderings are for representation only. Actual items and finishes may vary from rendering.



HPFi

Project: Monson Sultana School - Library

Project #: 23-094

Date: 03-14-23

Dealer: Southwest School Supply

Sales Rep: B3W

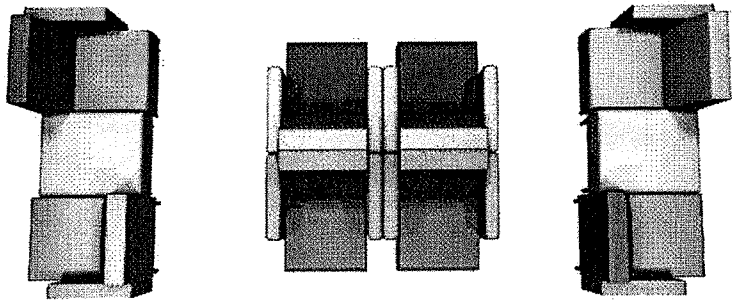
Library Rendering 02

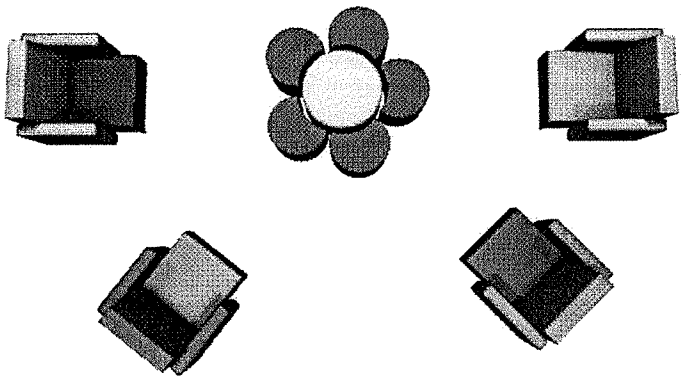
Drawn By: MC
Render By: MC

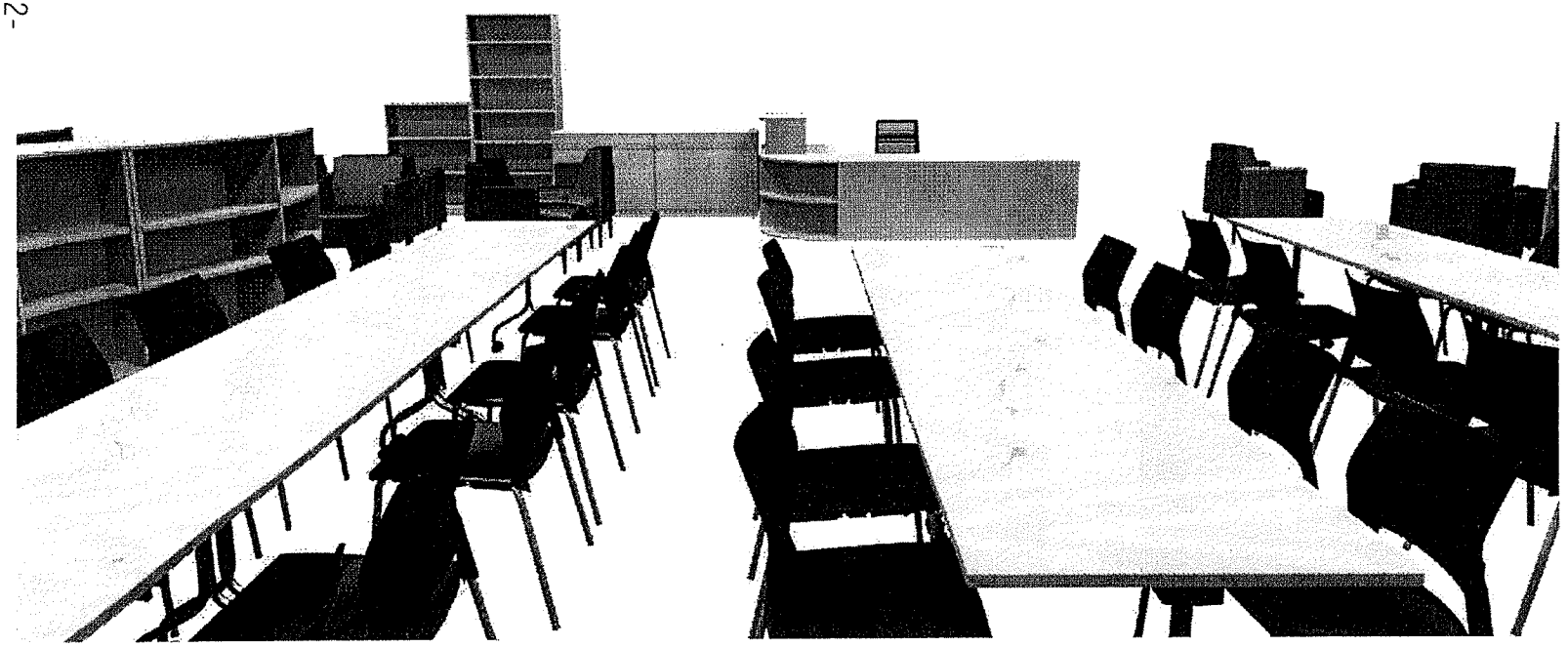
HPFi will not accept responsibility for any error in interpretation of the drawing, finishes or pricing and recommend thorough review.

Please notify HPFi of any discrepancies.
to verify dimensions, quantities, finishes and pricing.

Renderings are for representation only. Actual items and finishes may vary from rendering.







HPFi

Project: Monson Sultana School - Library

Project #: 23-094

Date: 03-14-23

Dealer: Southwest School Supply

Sales Rep: B3W

Library Rendering 03

Drawn By: MC
Render By: MC

HPFi will not accept responsibility for any error in interpretation of the drawing, finishes or pricing and recommend thorough review.

Please notify HPFi of any discrepancies. to verify dimensions, quantities, finishes and pricing.

Renderings are for representation only. Actual items and finishes may vary from rendering.

Proposal

CORE Business Interiors
PO Box 25519
Fresno, CA 93729
Phone: 559-297-6400

Quote/Order No	22368
Date	06/15/2023
Customer PO No	
Customer Account	MSUSD
Account Executive	Alissa McFarland
Project Number	
Terms	80% DEPOSIT NET 30
Page	1 of 15

TO
Monson Sultana School
10643 Avenue 416
Sultana, CA 93666

ATTN: Denise Bese
Phone: 559-591-1634
Email: DENISE@MSSCHOOL.ORG

SHIP TO
Monson Sultana School
10643 Avenue 416
Sultana, CA 93666

ATTN: Denise Bese
Phone: 559-591-1634
Email: DENISE@MSSCHOOL.ORG

TIPS CONTRACT 230301

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	1.00 Each	Fomcore LLC F005-30X18-G1--A-000099-GR2---NAT-MOR_NATURAL_LINEN-HAYSTACK----NAT-MOR_NATURAL_LINEN-HAYSTACK-~-~ 30"Round Ottoman, 30"Dx18"H, 1"Glide OPTION: A-000099:1"Nylon Glide OPTION: GR2:Grade-2 OPTION: -:Seat / Curve / Center / Chair OPTION: NAT:Grade-2 (Natural Linen) OPTION: MOR_NATURAL_LINEN-HAYSTACK:Haystacks OPTION: --:Side / Front / Back / Pillow OPTION: NAT:Grade-2 (Natural Linen) OPTION: MOR_NATURAL_LINEN-HAYSTACK:Haystacks OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space	736.87	736.87
2	1.00 Each	Fomcore LLC F101-18X16-G1--A-000099-GR1---MLS-SPR_MILANO_STITCH-RIVER----MLS-SPR_MILANO_STITCH-RIVER-~-~ Petal Ottoman, 18"Dx16"H, 1"Glide OPTION: A-000099:1"Nylon Glide OPTION: GR1:Grade-1 OPTION: -:Seat / Curve / Center / Chair OPTION: MLS:Grade-1 (Milano Stitch) OPTION: SPR_MILANO_STITCH-RIVER:River OPTION: --:Side / Front / Back / Pillow	317.24	317.24



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		OPTION: MLS:Grade-1 (Milano Stitch) OPTION: SPR_MILANO_STITCH-RIVER:River OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space		
3	1.00 Each	Fomcore LLC F101-18X16-G1--A-000099-GR2---PUN-CUL_PUNCH_CARD-CITRONELLE----PUN-CUL_PUNCH_CARD-CITRONELLE-~-~ Petal Ottoman, 18"Dx16"H, 1"Glide OPTION: A-000099:1"Nylon Glide OPTION: GR2:Grade-2 OPTION: -:Seat / Curve / Center / Chair OPTION: PUN:Grade-2 (Punch Card) OPTION: CUL_PUNCH_CARD-CITRONELLE:Citronelle OPTION: --:Side / Front / Back / Pillow OPTION: PUN:Grade-2 (Punch Card) OPTION: CUL_PUNCH_CARD-CITRONELLE:Citronelle OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space	341.03	341.03
4	1.00 Each	Fomcore LLC F101-18X16-G1--A-000099-GR2---RUS-CUL_RUSHMORE-CARROT----RUS-CUL_RUSHMORE-CARROT-~-~ Petal Ottoman, 18"Dx16"H, 1"Glide OPTION: A-000099:1"Nylon Glide OPTION: GR2:Grade-2 OPTION: -:Seat / Curve / Center / Chair OPTION: RUS:Grade-2 (Rushmore) OPTION: CUL_RUSHMORE-CARROT:Carrot OPTION: --:Side / Front / Back / Pillow OPTION: RUS:Grade-2 (Rushmore) OPTION: CUL_RUSHMORE-CARROT:Carrot OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant	341.03	341.03



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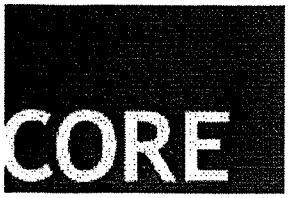
Page	3 of 15

		Mark Line For: Tag TG: Library Space		
5	1.00 Each	Fomcore LLC F101-18X16-G1--A-000099-GR2---SIL-SPR_STX-ACID----SIL-SPR_STX-ACID-~-~ Petal Ottoman, 18"Dx16"H, 1"Glide OPTION: A-000099:1"Nylon Glide OPTION: GR2:Grade-2 OPTION: -:Seat / Curve / Center / Chair OPTION: SIL:Grade-1 (Silvertex Neo) OPTION: SPR_STX-ACID:Acid OPTION: --:Side / Front / Back / Pillow OPTION: SIL:Grade-1 (Silvertex Neo) OPTION: SPR_STX-ACID:Acid OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space	331.10	331.10
6	1.00 Each	Fomcore LLC F101-18X16-G1--A-000099-GR2---SIL-SPR_STX-MARINE BLUE----SIL-SPR_STX-MARINE BLUE-~-~ Petal Ottoman, 18"Dx16"H, 1"Glide OPTION: A-000099:1"Nylon Glide OPTION: GR2:Grade-2 OPTION: -:Seat / Curve / Center / Chair OPTION: SIL:Grade-1 (Silvertex Neo) OPTION: SPR_STX-MARINE BLUE:Marine Blue OPTION: --:Side / Front / Back / Pillow OPTION: SIL:Grade-1 (Silvertex Neo) OPTION: SPR_STX-MARINE BLUE:Marine Blue OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space	331.10	331.10
7	1.00 Each	Fomcore LLC F101-18X16-G1--A-000099-GR2---SIL-SPR_STX-TURQUOISE----SIL-SPR_STX-TURQUOISE-~-~ Petal Ottoman, 18"Dx16"H, 1"Glide OPTION: A-000099:1"Nylon Glide	331.10	331.10



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		OPTION: GR2:Grade-2 OPTION: -:Seat / Curve / Center / Chair OPTION: SIL:Grade-1 (Silvertex Neo) OPTION: SPR_STX-TURQUOISE:Turquoise OPTION: --:Side / Front / Back / Pillow OPTION: SIL:Grade-1 (Silvertex Neo) OPTION: SPR_STX-TURQUOISE:Turquoise OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space		
8	1.00 Each	Fomcore LLC FK007-CART2 Lily Cart Mark Line For: Tag TG: Library Space	231.00	231.00
9	2.00 Each	Fomcore LLC _FK007-18X3-Z--GR1-SIL-SPR_STX-ACID-~-~ 3"Lily Pad,18"Dx3"H,Zippered OPTION: GR1:Grade-1 OPTION: SIL:Grade-1 (Silvertex Neo) OPTION: SPR_STX-ACID:Acid OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space	115.50	231.00
10	2.00 Each	Fomcore LLC _FK007-18X3-Z--GR1-SIL-SPR_STX-TURQUOISE-~-~ 3"Lily Pad,18"Dx3"H,Zippered OPTION: GR1:Grade-1 OPTION: SIL:Grade-1 (Silvertex Neo) OPTION: SPR_STX-TURQUOISE:Turquoise OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space	115.50	231.00
11	2.00 Each	Fomcore LLC _FK007-18X3-Z--GR2-NAT-MOR_NATURAL_LINEN- HAYSTACK-~-~	124.30	248.60



Proposal

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Project Number	
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		3"Lily Pad,18"Dx3"H,Zippered OPTION: GR2:Grade-2 OPTION: NAT:Grade-2 (Natural Linen) OPTION: MOR_NATURAL_LINEN-HAYSTACK:Haystacks OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space		
12	2.00 Each	Fomcore LLC _FK007-18X3-Z--GR2-PUN-CUL_PUNCH_CARD-CITRONELLE-~-~ 3"Lily Pad,18"Dx3"H,Zippered OPTION: GR2:Grade-2 OPTION: PUN:Grade-2 (Punch Card) OPTION: CUL_PUNCH_CARD-CITRONELLE:Citronelle OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space	124.30	248.60
13	2.00 Each	Fomcore LLC _FK007-18X3-Z--GR2-RUS-CUL_RUSHMORE-CARROT-~-~ 3"Lily Pad,18"Dx3"H,Zippered OPTION: GR2:Grade-2 OPTION: RUS:Grade-2 (Rushmore) OPTION: CUL_RUSHMORE-CARROT:Carrot OPTION: ~:No Embroidery OPTION: ~:No CAL 133 Fire Retardant Mark Line For: Tag TG: Library Space	124.30	248.60
14	1.00 Each	Fomcore LLC MANUFACTURER FREIGHT FEE	603.81	603.81
15	6.00 Each	Sit on It 3130.PCU--PC4 Current Undermount OPTION: PC4:White	181.83	1,090.98
16	1.00 Each	Haworth Inc. SJT-20-411A5A--(3J)-,3J-11-,XT-1-,TR-F-,TR-F	744.11	744.11



Proposal

CORE Business Interiors
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Fresno, CA 93729
Phone: 559-297-6400

Quote/Order No	22368
Date	06/15/2023
Customer PO No	
Customer Account	MSUSD
Account Executive	Alissa McFarland
Project Number	
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		Soji Task,Fab St /Mesh Bk,Hgt Adj Arm,Lum,Bk Lock,Adj Seat,Plst Base,Hrd Cstr,Assembled OPTION: Seat 1 Color:(3J):Hobson GRD A OPTION: Seat 1 Color:,3J-11:Irish Swim GRD A OPTION: Back 1 Color (Inside):,XT-1:Carbon GRD A OPTION: Trim Color:,TR-F:Black GRD A OPTION: Base Color:,TR-F:Black GRD A Mark Line For: Tag TG: Library Space		
17	1.00 Each	WB Manufacturing LLC CD1000-483029-LG--HPL--C15--C15--C15--C15-~ Main Rectangle Unit 48"W x 30"H x 29"D OPTION: HPL:Double Sided High Pressure Laminate OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: ~:No Selection	856.52	856.52
18	1.00 Each	WB Manufacturing LLC CD1000T-484229-LG--C--C15--C15-~ Double Sided TFL: Modular Circulation Desk with Transaction, Main Rectangle Unit, Leveling Glides OPTION: C:Classic OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: ~:No Selection	1,212.10	1,212.10
19	1.00 Each	WB Manufacturing LLC CD1010-363029-LG--HPL--C15--C15--C15--C15-~ Main Rectangle Unit w/ Book Drop 36"W x 30"H x 29"D OPTION: HPL:Double Sided High Pressure Laminate OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: ~:No Selection	871.24	871.24
20	1.00	WB Manufacturing LLC	1,046.96	1,046.96



Proposal

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	Each	CD2000-293029-LG--HPL--C15--C15--C15--C15-~ Curved Corner Unit 29"W x 30"H x 29"D OPTION: HPL:Double Sided High Pressure Laminate OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: ~:No Selection		
21	1.00 Each	WB Manufacturing LLC CD9230-243028-AL--C--C15--C15-~-~-~-~ Double Sided TFL: Modular Circulation Inline Desk Cabinet, 2 Lateral File Drawers, Levelers OPTION: C:Classic OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: ~:No Selection OPTION: ~:No Selection OPTION: ~:No Selection OPTION: ~:No Selection	1,453.14	1,453.14
22	1.00 Each	WB Manufacturing LLC LBC1000-242324-AC-D--HPL--C15--C15 Depressible Book Cart 24"W x 23"H x 24"D OPTION: HPL:Double Sided High Pressure Laminate OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark	1,430.14	1,430.14
23	10.00 Each	WB Manufacturing LLC LRS1155-484212-AL--HPL--C15--C15--C15--C15-~ 4 Adjustable Shelves, Divider, Levelers 48"W x 42"H x 12"D OPTION: HPL:Double Sided High Pressure Laminate OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: -C15:Buka Bark OPTION: ~:No Selection	1,033.16	10,331.60
24	8.00	WB Manufacturing LLC	600.30	4,802.40



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	Each	FTT7082-FX---A73-3MM-?? Flip Top Rectangle TableBeveled Lotz Armor Edgeâ„¢ HPL Top Fixed Legs OPTION: -A73:Classic Linen OPTION: 3MM:3mm Edge Color OPTION: ??:INCOMPLETE Mark Line For: Tag TG: Library Space		
25	1.00 Each	WB Manufacturing LLC TL6900-AC--?? Double Sided TFL: Traditional Lectern, (2) 16" Wings, 2 Drawers, 2 Doors, Deabolt Locks, Casters OPTION: ??:INCOMPLETE Mark Line For: Tag TG: Library Space	1,957.30	1,957.30
26	2.00 Each	WB Manufacturing LLC RB3145-483622--HPL--C15-?? REplay Door & Drawer Base Cabinet, Modular w/Levelers, Double Full Height Doors, 1 Vertical Divider, 2 Adj. Shelves, 48"W x 22"D x 35.5"H OPTION: HPL:Premium Finish OPTION: -C15:Buka Bark OPTION: ??:INCOMPLETE Mark Line For: Tag TG: Library Space	1,500.98	3,001.96
27	4.00 Each	WB Manufacturing LLC RT3232-308422--?? REplay Tall Cabinets, Modular, Double Doors, 1 Fixed Shelf, 4 Adj. Shelves, 30"W x 22"D x 84"H OPTION: ??:INCOMPLETE Mark Line For: Tag TG: Library Space	2,225.48	8,901.92
28	12.00 Each	WB Manufacturing LLC LRD1150-364223-AC--?? 4 Adjustable Shelves, 4 Casters 36"W x 42"H x 23"D OPTION: ??:INCOMPLETE Mark Line For: Tag TG: Library Space	1,197.38	14,368.56
29	12.00 Each	WB Manufacturing LLC LRD1180-366023-AC--??	1,555.26	18,663.12

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		6 Adjustable Shelves, 4 Casters 36"W x 60"H x 23"D OPTION: ??:INCOMPLETE Mark Line For: Tag TG: Library Space		
30	6.00 Each	WB Manufacturing LLC LRS1235-488412-AL--?? 10 Adjustable Shelves, Divider, Levelers 48"W x 84"H x 12"D OPTION: ??:INCOMPLETE Mark Line For: Tag TG: Library Space	1,765.48	10,592.88
31	2.00 Each	WB Manufacturing LLC BTD1150-364223-AC--Laminate WB Mfg. - Mobile Double Sided Book Truck, 2 Angled Shelves per side, 4 Casters, 2 Bar Handles, 36"W x 42"H x 23"D OPTION: Laminate:Buka Bark	1,544.68	3,089.36
32	1.00 Each	WB Manufacturing LLC S&H MANUFACTURER FREIGHT FEE	6,980.00	6,980.00
33	2.00 Each	Scholarcraft 202X--2-SILVERTEX-ACID Access Soft Seating Lounge Bench 30x23x19 OPTION: 2:Grade 2 OPTION: SILVERTEX:Silvertex Neo Fabric OPTION: ACID:Acid	733.20	1,466.40
34	1.00 Each	Scholarcraft 208X--2-SILVERTEX-MARINE BLUE Access Soft Seating Lounge Chair w/ 1 Arm - Right 30x26x35 OPTION: 2:Grade 2 OPTION: SILVERTEX:Silvertex Neo Fabric OPTION: MARINE BLUE:Marine Blue	1,252.55	1,252.55
35	1.00 Each	Scholarcraft 208X--3 Access Soft Seating Lounge Chair w/ 1 Arm - Right	1,362.53	1,362.53



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		30x26x35 OPTION: 3:Grade 3		
36	1.00 Each	Scholarcraft 210X--2-SILVERTEX-MARINE BLUE Access Soft Seating Lounge Chair w/ 1 Arm - Left 30x26x35 OPTION: 2:Grade 2 OPTION: SILVERTEX:Silvertex Neo Fabric OPTION: MARINE BLUE:Marine Blue	1,252.55	1,252.55
37	1.00 Each	Scholarcraft 210X--3 Access Soft Seating Lounge Chair w/ 1 Arm - Left 30x26x35 OPTION: 3:Grade 3	1,362.53	1,362.53
38	1.00 Each	Scholarcraft 212X--2-SILVERTEX-ACID Access Soft Seating Lounge Chair w/ both Arms - Left 30x29x35 OPTION: 2:Grade 2 OPTION: SILVERTEX:Silvertex Neo Fabric OPTION: ACID:Acid	1,496.01	1,496.01
39	3.00 Each	Scholarcraft 212X--2-SILVERTEX-MARINE BLUE Access Soft Seating Lounge Chair w/ both Arms - Left 30x29x35 OPTION: 2:Grade 2 OPTION: SILVERTEX:Silvertex Neo Fabric OPTION: MARINE BLUE:Marine Blue	1,496.01	4,488.03
40	2.00 Each	Scholarcraft 212X--2-SILVERTEX-TURQUOISE Access Soft Seating Lounge Chair w/ both Arms - Left 30x29x35 OPTION: 2:Grade 2 OPTION: SILVERTEX:Silvertex Neo Fabric OPTION: TURQUOISE:Turquoise	1,496.01	2,992.02
41	2.00	Scholarcraft	1,638.89	3,277.78



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	Each	212X--3 Access Soft Seating Lounge Chair w/ both Arms - Left 30x29x35 OPTION: 3:Grade 3		
42	32.00 Each	Scholarcraft SC5118XL--PRIMARY BLUE-CHR-NYLON 18"H 2Thrive Smooth Back 4 leg chair, polypropylene flexible shell, self leveling swivel glides OPTION: PRIMARY BLUE:Primary Blue OPTION: CHR:Chrome OPTION: NYLON:Standard Nylon Glide	104.34	3,338.88
43	1.00 Each	Scholarcraft S&H MANUFACTURER FREIGHT FEE	3,296.00	3,296.00
44	50.00 Each	CBI LABOR RECEIVE, DELIVERY of NEW product is included in the cost (NON-PW LABOR)	60.00	3,000.00
45	151.00 Each	CBI LABOR INSTALL and ASSEMBLY of the above NEW product as per approved plan during normal business hours (PW LABOR RATES - TAXABLE)	113.00	17,063.00
			TOTAL:	**$141,814.65**
			7.7500%-SULTANA-93666-7532-TULARE SALES TAX:	$10,990.66
			GRAND TOTAL:	$152,805.31

CORE

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Terms of Agreement

Payment and Invoicing Terms:
For all purchases where CORE Business Interiors is acting as agent between manufacturer and client, invoices will be produced by the individual manufacturer and client payment will be remitted directly to the manufacturer. All terms set forth in agreement with manufacturer will apply.

For all purchases where product is being procured by CORE Business Interiors for resale to Client, the following progress payment schedule will apply; this schedule will apply to the entire amount of the proposal including labor, freight and tax. Sales tax charged will be the rate at the time of billing.

Private Sector Sales Over $3000 (Established customer with good credit history)

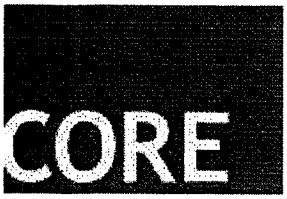
- First Installment: Payment of 80% of the total purchase price will be due prior to execution of order.
- Second Installment: Payment of 20% will be due and payable upon the completion of installation. Retention may only be held for 10% of specific products that are delayed or damaged.

Public Sector Sales (County, City, K-12, Higher Education, etc.) over $200,000 with Valid Purchase Order

- Public sector sales are any sale made directly to a City, County, or State government. This includes public school districts and public higher education facilities. Private non-profit entities are considered Private Sector.
- Progress billing will be required based on a schedule of values outlined below and may be broken out by phase on larger projects:
  - 80% of product portion of order will be billed when product leaves factory and will be due upon delivery
  - 10% of product and all installation labor will be due upon completion of work
  - 10% retention of product will be due and payable immediately after completion of punch list

All proposals are generated with a cash discount included in the pricing. If you would like to pay with a method other than check, EFT, wire or cash, please contact our office for a revised quote.

Bondable:
Should bond be required, all costs of bond will be added to the P.O. Amount.



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Order Cancellation:
Buyer acknowledges all product related to the project are special ordered to the Buyer's specifications and that CORE Business Interiors has no ability to cancel the order after placement with the manufacturer. Buyer acknowledges and agrees to comply with the Terms and Conditions attached hereto. **This order is non-returnable and non-refundable.**

Liquidated Damages:
CORE will not agree to any liquidated damages unless a seperate, mutually agreed upon document outlines all vendor, Client, and Contractor expectations. This document and critical dates would need to be agreed on by all vendor suppliers on order.

Warranty for Products:
It is the desire of CORE Business Interiors to represent manufacturers who expressly warrant their products for five years or longer, however not all manufacturers offer such express warranties. CORE Business Interiors' sole responsibility with respect to the products shall be to pass to Client, to the extent available, any and all manufacturer warranties, express and/or implied, associated with the manufacturers' products. Client agrees to look solely to the manufacturer for any and all product defects, and shall hold CORE Business Interiors harmless for any and all claims for product liability. CORE Business Interiors shall provide to the best extent possible, all supporting requests of client to implement manufacturers' warranties. CORE Business Interiors expressly warrants that CORE Business Interiors is an authorized reseller of products being sold under this contract; however, CORE Business Interiors does not make any other express warranty, other than the Warranty of Service set forth below.

Warranty of Service:
CORE Business Interiors warrants that its services it provides will be performed in a workmanlike manner in accordance with industry standards. In the event of failure due to faulty installation, CORE Business Interiors will re-perform the labor to industry standards.

Disclaimer of Implied Warranties:
GOODS PURCHASED BY CLIENT UNDER THIS AGREEMENT ARE PURCHASED " AS IS," AND CORE Business Interiors DOES NOT WARRANT THAT SUCH GOODS ARE OF MERCHANTABLE QUALITY, OR THAT THEY MAY BE USED FOR A PARTICULAR PURPOSE.

Excess Handling and Storage:
It is assumed under this contract that the Client project installation site will be ready to immediately receive product unless stated otherwise on product proposal. Site is to be free of other trades and/or existing furniture and equipment, with clear access to area where furniture is to be installed. If furniture is to be installed above or below the ground floor, an operational elevator must be available for use. All full trailer shipments will go directly to project site and LTL shipments will be received and redistributed through CORE Business Interiors authorized warehouse and delivery crew. LTL shipments must be accepted by Client for delivery within 30 calendar days of receipt. Any delays beyond 30 calendar days will result in storage charges. Storage will be charged at the rate of $35.00 per standard size pallet per month. Any additional labor caused by delays, excess handling, special equipment and storage not the direct fault of CORE Business Interiors, will be charged back to client. Charges for storage and excess handling that have accrued prior to installation must be paid in full prior to start of installation or installation may be delayed or cancelled.

Delivery and Installation:
All services provided by CORE Business Interiors are provided during normal working hours of 8AM to 5PM, Monday through Friday. Quotes for work outside of normal business hours may be requested and appropriate overtime quote will be supplied prior to start of work.

All costs are based on the costs of receiving, inspecting, assembling, delivering, and staging the product including clean-up costs. In addition, delivery & assembly is an estimate based on the following assumptions. Any variance from the following assumptions will increase the delivery & assembly price:

- Work area must be clear of all other construction/installation trades or other obstructions.
- Work area will have electricity, heat, hoisting, elevator service, and adequate facilities for off-loading, staging, moving and handling of product.
- There is clear access to loading area or loading dock and freight elevator.
- There is reasonable "push" distance from loading area or loading dock installation area.
- Single handling of product from trucks into designated delivery / installation space.

Late Payment Fee:
Any Payments that are past due more than 30 days, will be subject to a late payment fee of 1.5% per month or 18% per annum. Client shall pay for all costs of collection of late payments including but not limited to, attorney fees, court costs and/or collection agency fees.



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Security Interest:
The undersigned hereby grants to CORE Business Interiors a security interest in any goods purchased under this Agreement. If Client defaults in payment when due, then CORE Business Interiors shall have all rights and remedies granted to a secured party under the California Commercial Code. Title of goods will not pass to customer, and all merchandise will remain the property of CORE Business Interiors, until the merchandise has been paid for in full.

Governing Law:
This agreement shall be governed by and construed in accordance with the laws of the State of California.

Agreement:
In witness whereof, the parties hereto have executed this agreement on the dates indicated below.

Client Signature	CORE Business Interiors
Name	Name Account Executive
Title	Title
Date	Date

METEOR EDUCATION

*****DRAFT*** PRICES ARE NOT FINAL AND MAY CHANGE *****

	Prepared For:	Site:
Meteor Education, LLC 690 NE 23rd Avenue Gainesville, FL 32609 www.meteoreducation.com	Monson-Sultana Joint Union ESD 10643 Avenue 416 Sultana, CA 93666	Monson-Sultana Joint Union ESD 10643 Avenue 416 Sultana, CA 93666

Quote ID	Terms	Quote Contact	Site Contact
92430-00 07/21/2023 Kyrie Ceja	Net 30 Days Prices Good Through 08/20/2023	Kevin Mack / cell: (714) 321-4399 / kmack@meteoreducation.com	Roberto Vaca / (559) 591-1634 / rvaca@msschool.org

USA Capitol | **Torrance USD - Classroom Office Furniture - Installed 10-04.09.19** | **Discount: Net%** | **Install: NET** | **Shipping and Handling: 0%**

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	64	**3508** **Description:** 18" EUROFLEX CHAIR * Euroflex Series * 15-1/2"D x 18-1/2"W x 24"H * 18" Seat height * Shell color * Frame finish * Glides EuroShell: Please Specify Standard Option (qty 1 each) (srp $.00) FrameFinish: Please Specify Standard Option (qty 1 each) (srp $.00) Glides: NL - Nylon Snap (qty 1 each) (srp $.00)	$171.62	$120.13	$7,688.32

USA Capitol $7,688.32

WB Manufacturing | **Torrance USD - Classroom Office Furniture - Installed 10-04.09.19** | **Discount: Net%** | **Install: NET** | **Shipping and Handling: 0%**

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	2	**BAND** **Description:** BANDING FEE * Banding fee if non standard WB edge band is chosen	$480.00	$204.00	$408.00
2	2	**CRB2400-363622/P** **Description:** TOP-SPLIT DRAWERS OVER DOUBLE DOORS, 22"X36" * REplay Storage Cabinets Series * 22"D x 36"W x 35-1/2"H * HPL Finish On All Surfaces * White TFL Finish on Drawer Boxes * One (1) Adj. Shelf * Casters HPL: Please Specify Standard Option (qty 1 each) (srp $.00)	$3,604.00	$1,531.70	$3,063.40
3	2	**ELS7837-EJA** **Description:** ELO REEF TABLE * ELO Reef Series * 34"D x 54"W x 21-1/4" - 34-1/4"Adj. H * HPL finish * Lotz armor edge * Leg finish Edge: Please Specify Standard Option (qty 1 each) (srp $.00) Laminate: Please Specify Standard Option (qty 1 each) (srp $.00) LegFinish: Please Specify Standard Option (qty 1 each) (srp $.00) Casters: -CA - Dual Wheel Soft Tread Locking Casters (Per Table) (qty 1 each) (srp $44.00)	$1,234.00	$524.45	$1,048.90
4	4	**F001-18X16X18-GR1-OPTA** **Description:** RECTANGLE OTTOMAN, GR1 * Ottoman Series * 18"D x 16"W x 18"H * All foam construction * Reinforced seams and stitching * Grade 1 upholstery * Base options Option: Base option: Please Specify Standard Option (qty 1 each) (srp $.00) Option: Gr1 Fabric: Please Specify Standard Option (qty 1 each) (srp $.00)	$916.00	$389.30	$1,557.20
5	4	**F001464-GR1-OPTA** **Description:** CUSTOM ARC SOFA, GR1 * Custom Arc Sofa * 28"D x 46"W x 30"H * 18" seat height * Back upholstered finish * Seat upholstered finish * Base Option: Base option: Please Specify Standard Option (qty 1 each) (srp $.00) Option: Gr1 Fabric: Please Specify Standard Option (qty 1 each) (srp $.00)	$7,365.00	$3,130.13	$12,520.52

METEOR EDUCATION

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690 NE 23rd Avenue
Gainesville, FL 32609
www.meteoreducation.com

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Sultana, CA 93666

Site:
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Sultana, CA 93666

Quote ID	Terms	Quote Contact	Site Contact
92430-00 07/21/2023 Kyrie Ceja	Net 30 Days Prices Good Through 08/20/2023	Kevin Mack / cell: (714) 321-4399 / kmack@meteoreducation.com	Roberto Vaca / (559) 591-1634 / rvaca@msschool.org

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
6	1	**F005-36X18-GR1-OPTA** **Description:** 36" ROUND OTTOMAN, GR1, OPTA * Ottoman Series * 36"Dia x 18"H * Grade 1 upholstery * Base options * All foam construction * Reinforced seams and stitching Option: Base option: Please Specify Standard Option (qty 1 each) (srp $.00) Option: Gr1 Fabric: Please Specify Standard Option (qty 1 each) (srp $.00)	$3,901.00	$1,657.93	$1,657.93
7	2	**F016-22X31X35-GR1-OPTA** **Description:** LINEAR ARMLESS CHAIR, GR1 * Armless Series * 22"D x 31"W x 35"H * Seat Height 18" * All foam construction * Reinforced seams and stitching * Grade 1 upholstery * Base options Option: Base option: Please Specify Standard Option (qty 1 each) (srp $.00) Option: Gr1 Fabric: Please Specify Standard Option (qty 1 each) (srp $.00)	$2,917.00	$1,239.73	$2,479.46
8	2	**F019-67X31X35-GR1-OPTA** **Description:** LINEAR ARMLESS SOFA, GR1 * Armless Series * 67"D x 31"W x 35"H * 18" seat height * Back upholstered finish * Seat upholstered finish * Base Option: Base option: Please Specify Standard Option (qty 1 each) (srp $.00) Option: Gr1 Fabric: Please Specify Standard Option (qty 1 each) (srp $.00)	$7,587.00	$3,224.48	$6,448.96
9	2	**F061-31X31X35-GR1-OPTA** **Description:** ARMLESS CURVED CORNER, 35"H, GR1 * Armless Curved Corner * 31"D x 31"W x 35"H * Solid foam construction * Reinforced seams and stitching * Grade 1 fabric options * Base Options Option: Base option: Please Specify Standard Option (qty 1 each) (srp $.00) Option: Gr1 Fabric: Please Specify Standard Option (qty 1 each) (srp $.00)	$3,923.00	$1,667.28	$3,334.56
10	4	**F122-16X22.75X33-Z-GR1** **Description:** LOTUS MEDIA CHAIR - JUNIOR, GR1 * Lotus Series * 16"D x 22-3/4"W x 33"H * Side upholstery * Center upholstery * Reinforced seams and stitching * All foam construction Option: Gr1 Fabric: Please Specify Standard Option (qty 1 each) (srp $.00) Option: Zipper color: Please Specify Standard Option (qty 1 each) (srp $.00)	$2,788.00	$1,184.90	$4,739.60
11	6	**FTT7082-FX** **Description:** FLIP TOP RECTANGLE TABLE, FIXED LEGS * Flip Top Table Series * 30"D x 60"W x 29-5/8"H * HPL top laminate * Lotz armor edge * Casters * Smooth silver legs Edge: Please Specify Standard Option (qty 1 each) (srp $.00) HPL: Please Specify Standard Option (qty 1 each) (srp $.00)	$1,305.00	$554.63	$3,327.78
12	1	**FTT7831-FX**	$1,278.00	$543.15	$543.15

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Gainesville, FL 32609
www.meteoreducation.com

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Site:
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Quote ID	Terms	Quote Contact	Site Contact
92430-00 07/21/2023 Kyrie Ceja	Net 30 Days Prices Good Through 08/20/2023	Kevin Mack / cell: (714) 321-4399 / kmack@meteoreducation.com	Roberto Vaca / (559) 591-1634 / rvaca@msschool.org

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: FLIP TOP RECTANGLE TABLE, FIXED LEGS * Flip Top Table Series * 30"D x 54"W x 29-5/8"H * HPL top laminate * Lotz armor edge * Casters * Smooth silver legs Edge: Please Specify Standard Option (qty 1 each) (srp $.00) HPL: Please Specify Standard Option (qty 1 each) (srp $.00)			
13	1	**LBN1010-363022-AL/P** **Description:** BOOK DROP, 1 BOOK SLOT, 2 FRONT DOORS * Book drop series * 22"D x 36"W x 30"H * Laminate casebody and top finish * PVC edge finish HPL: Please Specify Standard Option (qty 1 each) (srp $.00) PVCEdge: Please Specify Standard Option (qty 1 each) (srp $.00) Top: Please Specify Standard Option (qty 1 each) (srp $.00)	$2,500.00	$1,062.50	$1,062.50
14	3	**LBN2220-483022-HC/P** **Description:** BOOK BROWSER, DOUBLE SIDED * Specialty Displays Series * 22"D x 48"W x 30"H * HPL Top With Matching 3mm PVC Edge * HPL Casebody Finish * Three (3) Cubbies Per Side * Three (3) Browsers Per Side * Hidden Casters Casebody: Please Specify Standard Option (qty 1 each) (srp $.00) HPL: Please Specify Standard Option (qty 1 each) (srp $.00) PVCEdge: Please Specify Standard Option (qty 1 each) (srp $.00)	$2,979.00	$1,266.08	$3,798.24
15	8	**LCD1170-414223-AC/P** **Description:** MOBILE DBL SIDED CURVED BOOKCASE W/ FIXED SHELVES & MAGNETS * Media Center Series * 40-59/100"D x 42"W x 22-3/4"H * HPL casebody finish * Two (2) fixed shelves per side * Magnets * Casters Casebody: Please Specify Standard Option (qty 1 each) (srp $.00)	$5,089.00	$2,162.83	$17,302.64
16	4	**LCS1255-624216-AC/P** **Description:** MOBILE SNGL SIDED CURVED BOOKCASE W/ FIXED SHELVES & MAGNETS * Media Center Series * 61-31/100"D x 42"W x 16"H * HPL casebody finish * One (1) vertical divider * Four (4) fixed shelves * Magnets * Casters Casebody: Please Specify Standard Option (qty 1 each) (srp $.00)	$5,942.00	$2,525.35	$10,101.40
17	1	**LRS1150-364212-AL/P** **Description:** MODULAR SINGLE SIDED, OPEN BOOKCASE * Book Nook Series * 12"D x 36"W x 42"H * HPL Top With Matching 3mm PVC Edge * HPL Casebody Finish * Two (2) Adj. Shelves * Levelers Casebody: Please Specify Standard Option (qty 1 each) (srp $.00) HPL: Please Specify Standard Option (qty 1 each) (srp $.00)	$1,711.00	$727.18	$727.18
18	11	**LRS1155-484212-AL/P**	$2,246.00	$954.55	$10,500.05

METEOR EDUCATION

*****DRAFT*** PRICES ARE NOT FINAL AND MAY CHANGE *****

Meteor Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteoreducation.com

Prepared For:
Monson-Sultana Joint Union ESD
10643 Avenue 416
Sultana, CA 93666

Site:
Monson-Sultana Joint Union ESD
10643 Avenue 416
Sultana, CA 93666

Quote ID	Terms	Quote Contact	Site Contact
92430-00 07/21/2023 Kyrie Ceja	Net 30 Days Prices Good Through 08/20/2023	Kevin Mack / cell: (714) 321-4399 / kmack@meteoreducation.com	Roberto Vaca / (559) 591-1634 / rvaca@msschool.org

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: MODULAR SINGLE SIDED OPEN BOOKCASE WITH DIVIDERS * Book Nook Series * 12"D x 48"W x 42"H * HPL Top With Matching 3mm PVC Edge * HPL Casebody Finish * Four (4) Adj. Shelves * One (1) Divider * Levelers Casebody: Please Specify Standard Option (qty 1 each) (srp $.00) HPL: Please Specify Standard Option (qty 1 each) (srp $.00)			
19	12	**LRS1190-367212-AL/P** **Description:** MODULAR SINGLE SIDED, OPEN BOOKCASE * Book Nook Series * 12"D x 36"W x 72"H * HPL Top Finish * HPL Casebody Finish * 3mm PVC Edge Finish * Four (4) Adjustable Shelves * Levelers Casebody: Please Specify Standard Option (qty 1 each) (srp $.00) HPL: Please Specify Standard Option (qty 1 each) (srp $.00) PVCEdge: Please Specify Standard Option (qty 1 each) (srp $.00)	$2,428.00	$1,031.90	$12,382.80
20	1	**MD1000-AC/P** **Description:** MOBILE CURVED CIRCULATION DESK * Circulation Desks Series * 30"D x 72"W x 30"H * 30"H Worksurface * HPL Top Finish * Matching 3mm PVC Edge Banding * HPL Casebody Finish * Docking Magnets * Casters Casebody: Please Specify Standard Option (qty 1 each) (srp $.00) Top: Please Specify Standard Option (qty 1 each) (srp $.00)	$6,658.00	$2,829.65	$2,829.65
21	1	**MD3015-193023-AC/P** **Description:** MOBILE CIRCULATION INLINE CABINET, PREMIUM * Storage Series * 22-7/8"D x 18-3/4"W x 30"H * HPL casebody finish * HPL top * Right hinge single door * One (1) adj. shelf * Two (2) docking magnets per side * Casters Casebody: Please Specify Standard Option (qty 1 each) (srp $.00) CasebodyEdge: Please Specify Standard Option (qty 1 each) (srp $.00) Top Edge: Please Specify Standard Option (qty 1 each) (srp $.00) Top: Please Specify Standard Option (qty 1 each) (srp $.00)	$2,197.00	$933.73	$933.73
22	1	**MD9201-203023-AC/P** **Description:** MOBILE CIRCULATION INLINE DESK CABINET, TWO DRAWERS, PREMIUM * Circulation Desks Series * 22-7/8"D x 19-1/4"W x 30"H * HPL top finish * HPL casebody finish * One (1) file drawer * One (1) standard drawer * Two (2) docking magnets per side * Casters Casebody: Please Specify Standard Option (qty 1 each) (srp $.00) HPL: Please Specify Standard Option (qty 1 each) (srp $.00) PVCEdge: Please Specify Standard Option (qty 1 each) (srp $.00)	$2,845.00	$1,209.13	$1,209.13
23	4	**RT5622-367212/P**	$5,416.00	$2,301.80	$9,207.20

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Site:
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Quote ID	Terms	Quote Contact	Site Contact
92430-00 07/21/2023 Kyrie Ceja	Net 30 Days Prices Good Through 08/20/2023	Kevin Mack / cell: (714) 321-4399 / kmack@meteoreducation.com	Roberto Vaca / (559) 591-1634 / rvaca@msschool.org

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: REPLAY MODULAR TALL CABINET, SPLIT DOUBLE DOORS * REplay Series * 12"D x 36"W x 72"H * HPL laminate * 3mm PVC edge * One (1) center fixed shelf * Four (4) adj. shelves Casebody: Please Specify Standard Option (qty 1 each) (srp $.00) Edge: Please Specify Standard Option (qty 1 each) (srp $.00) HPL: Please Specify Standard Option (qty 1 each) (srp $.00)			
24	1	**TL2000-AC**	$5,023.00	$2,134.78	$2,134.78
		Description: TEACHER'S MOBILE LECTERN * Teacher's Desks/Lecterns Series * 24"D x 26-1/2"W x 41"H * HPL top * HPL casebody * 3mm PVC edge * Casters * Top: Shelf * Middle: 2 Drawers * Bottom: 2 Doors HPL: Please Specify Standard Option (qty 1 each) (srp $.00) Laminate: Please Specify Standard Option (qty 1 each) (srp $.00) PVCEdge: Please Specify Standard Option (qty 1 each) (srp $.00)			

WB Manufacturing $113,318.76

TOTALS	
Product:	**$121,007.08**
[PFI] Sales Tax at 7.750000%:	**$9,378.05**
Total:	**$130,385.13**

Pricing includes installation and shipping and handling

Notes

Prevailing Wage installation costs compliant with California DIR and SB 854 regulations. MeTEOR Education, LLC DIR registration number 1000009454.

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to Meteor at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to Meteor, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 08/20/2023.

I have verified that all products, quantities, specifications and colors on this quote are correct.

Signature _____ Date _____

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92430-00 07/21/2023 Kyrie Ceja	Net 30 Days Prices Good Through 08/20/2023	Kevin Mack / cell: (714) 321-4399 / kmack@meteoreducation.com	Roberto Vaca / (559) 591-1634 / rvaca@msschool.org

TERMS AND CONDITIONS OF SALE

Within these Terms and Conditions of Sale the "Company" shall be deemed to mean Meteor Education, LLC, Premier & Furniture Equipment LLC, Worthington Contract Furniture LP or Blankenship Associates, Inc. Should any product be purchased under a bid or contract with terms and conditions different from those contained herein, the terms of said bid or contract shall supersede or augment the following. If customer purchase order includes terms different than the terms listed below, terms will be reviewed for acceptance by the Company.

GENERAL SALES POLICY: No order in process of production, or product other than standard, is subject to cancellation, delivery deferment, or specification change without the written acceptance of the Company.

The Company must be in receipt of an authorized written purchase order prior to an order being processed. The Company reserves the right to refuse purchase orders if the terms and conditions of such orders are contrary to these Terms and Conditions of Sale. Purchase Orders should be emailed to orders@meteoreducation.com or mailed to the Company at 690 NE 23rd Avenue, Gainesville, FL, 32609. All orders are subject to the approval of the Company's credit control department and the terms and conditions relating to the granting of such credit facilities.

First time orders from non-publicly funded entities must be prepaid at the time of the order in accordance with the prepay requirements listed below unless prior arrangements have been agreed upon with the Company's credit control department.

Any order over $5,000 for a prepay vendor, will require prepayment from customer. A list of prepay vendors is available upon request.

RETURNED GOODS: Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject to re-stocking and handling fees and any additional freight costs. Special order or custom made products may not be returned.

CANCELLED ORDERS: Cancelled orders may be subject to fees associated with completed work including, but not limited to, design, order processing, and manufacturing.

ORDER CHANGES: Any change to your order must be in a written change order.

TAXES: Excise, sales, occupation, use, or other tax imposed upon the distributor will be additional to the sales price unless otherwise noted on the purchase order. For tax exempt entities, tax exempt form must be on file with the Company before purchase order is processed or the Company must, by law, charge appropriate sales tax. If applicable, please submit your sales tax exemption ID on the purchase order to ensure proper billing. Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

BONDING: Performance and payment bonds are available for a fee and are not included in quoted price unless clearly noted. If bonding is needed, cost will be 1.5%* of total quoted amount. *Fee percentage is subject to change.

TERMS: The Company will invoice customer upon delivery. Terms are net 30 days unless otherwise agreed prior to the acceptance of the order. Customer agrees to pay 18% annual interest, or $50 per month, whichever is greater, on the balance of any late payment.

DROP-SHIP OR INSIDE DELIVERY ONLY:

- Freight damage must be reported to the Company within 48 hours of delivery. It is important to note any crushed or damaged packaging, discolored packaging (indicating water damage), or anything that looks as if it has been reopened or repackaged. All packages should be opened and products inspected within 48 hours of receipt. Upon discovery of any damage or shortage, the Company's Service Department must be notified at 1-800-699-7516.
- The Carrier will produce a Bill of Lading for signature acknowledging receipt. Please ensure the number of cartons/items received match the bill of lading as well as the work order. Any shortages should be annotated on THE BILL OF LADING NEXT TO YOUR SIGNATURE and immediately reported to the Company's Traffic Office on 1-800-699-7516. The acknowledged Bill of Lading is deemed to be proof of delivery and the Company will issue its invoice(s) for payment. Any unauthorized assessorial charges will not be paid for.

INSTALLED PRODUCT & SERVICES: Product to be installed will be delivered and installed at the address notified in the purchase order unless previous arrangements have been agreed. Upon the delivery of product to the specified location the Company will invoice the customer in the amount of product delivered with the appropriate proof of delivery (bill of lading, manufacturer packing list, or work order). All placement and assembly will be verified by signature confirmation that items have been assembled, set in place, and are in good condition. All installation and delivery charges (above product invoices) will be billed upon receipt of final verification by customer signature on completed work orders. The Company will also provide a complete Master Invoice summarizing all invoices at that time at the customer's request. Any damage must be noted on the separate service request form provided by the installer, a copy of which will be made available for customer records. Services will be delivered to staff/personnel at the address notified in the purchase order unless previous arrangements have been agreed. Services may be provided prior to, during and/or after delivery of product. Any associated services pertaining to this agreement are good for a period of up to one-year from the initial delivery date of product.

WARRANTY: All products carry their manufacturer's standard warranty. Please contact your local representative for details.

METEOR EDUCATION
accelerating engagement



PROJECT #:
378080

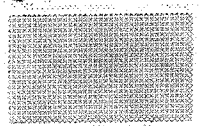
PROJECT NAME:
MONSON SULTANA

CUSTOMER NAME:
METEOR EDUCATION

CONTACT NAME:
KEVIN MACK

COVER

① STANDARD HPL COLORS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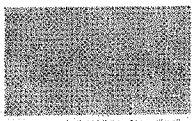
EB: C600254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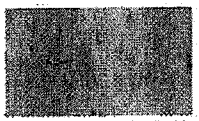
EB: WA 4943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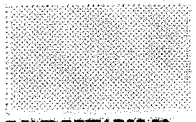
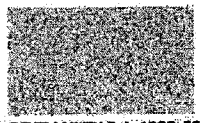
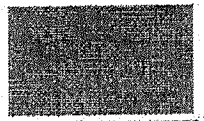
EB: AG130


DOVE GREY D92-60
EB: C600257


WALNUT GROVE WW050-SD
EB: PWW050


GREY NUBULA 4822-60
EB: CP60014


BEACHCOMBER AT988-SD
EB: AT988-SD


EARTHEN WARP 5880-58
EB: FO5880


BLACK 1595-60
EB: C600001


ASIAN NIGHT WX1150-SD
EB: CP60107

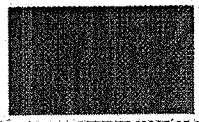

LITTLE BLACK DRESS AE100-SD
EB: PAE100


BURNT STRAND 6307-58
EB: F6307


WROUGHT IRON S8054-SD
EB: C600374


SLEEPING IN WT870-SD
EB: WT870-SD


AMERICAN CHERRY WC135-SD
EB: CP40569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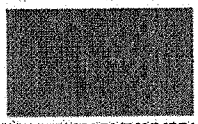
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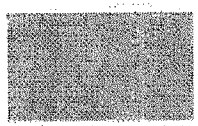
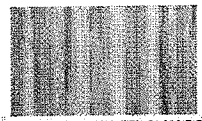
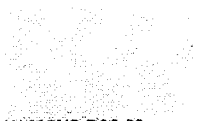
EB: WM951

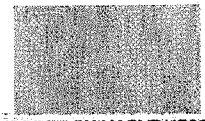

FUSION MAPLE 7909-60
EB: CP20564


BUKA BARK 7982-38
EB: W7982


PICNIC IN THE PARK WA030-SD
EB: WA030

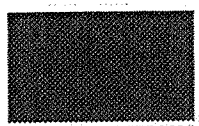

ALMOND D30-60
EB: C200006


WHITE 1573-60
EB: C100019


HARDROCK MAPLE HP258-SD
EB: CP20332


BANNISTER OAK 7906-60
EB: CP20006


CASSIS 6903-58
EB: FO6903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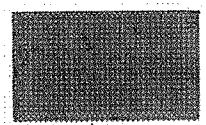
EB: NS8001


ISLAND D498-60
EB: C700141


BLUEBERRY HILL SB040-SD
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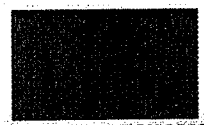
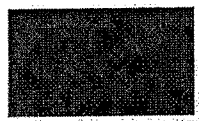

SUMMER VACATION SB027-SD
EB: SB027-SD


HOLLYBERRY D307-60
EB: C300083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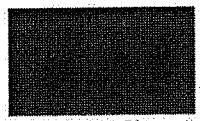
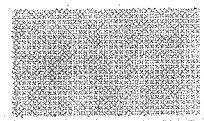
EB: CP50048


OCEAN D502-60
EB: WD502-60

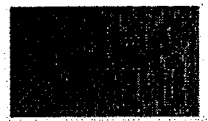

FORSYTHIA SY913-SD
EB: SY913

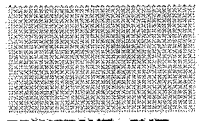
① STANDARD TFL COLORS

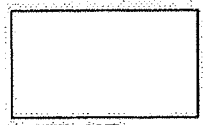

ASIAN NIGHT - A02/T


SLEEPING IN - D12/T


BLACK - 09/T


LITTLE BLACK DRESS - C99/T


FOLKSTONE - CV/T


WHITE - 03/T


HARDROCK MAPLE - C88/T

HONEY MAPLE - FV/T

OILED CHERRY - SR/T

AMERICAN CHERRY - Z09/T

*SOLID COMPLIMENTARY EDGE BANDING OPTION REQUIRED FOR THESE LAMINATES

☐ VISION VAVA VA2002-SD*
EB: FOLKSTONE - C600254

☐ LOVE LETTERS AW300-SD*
EB: PEPPERDUST - C600061

☐ LOOKS LIKATRE W9110-SD*
EB: PEPPERDUST - C600061
EB: WROUGHT IRON - C600374

NOTE: COLORS SHOWN ARE FOR COMPARISON ONLY. ADDITIONAL COLOR AVAILABLE UPON REQUEST.

WB Mfg
WB Manufacturing LLC

PROJECT NAME: MONSON SULTANA	PROJECT NUMBER: 378080	REVISION DETAILS	COLORS
CUSTOMER NAME: METEOR EDUCATION	DRAWN BY: Bob Hill	R1: DATE 1 R3: DATE 3	
CUSTOMER CONTACT: KEVIN MACK	DATE: 7/18/2023	R2: DATE 2 R4: DATE 4	

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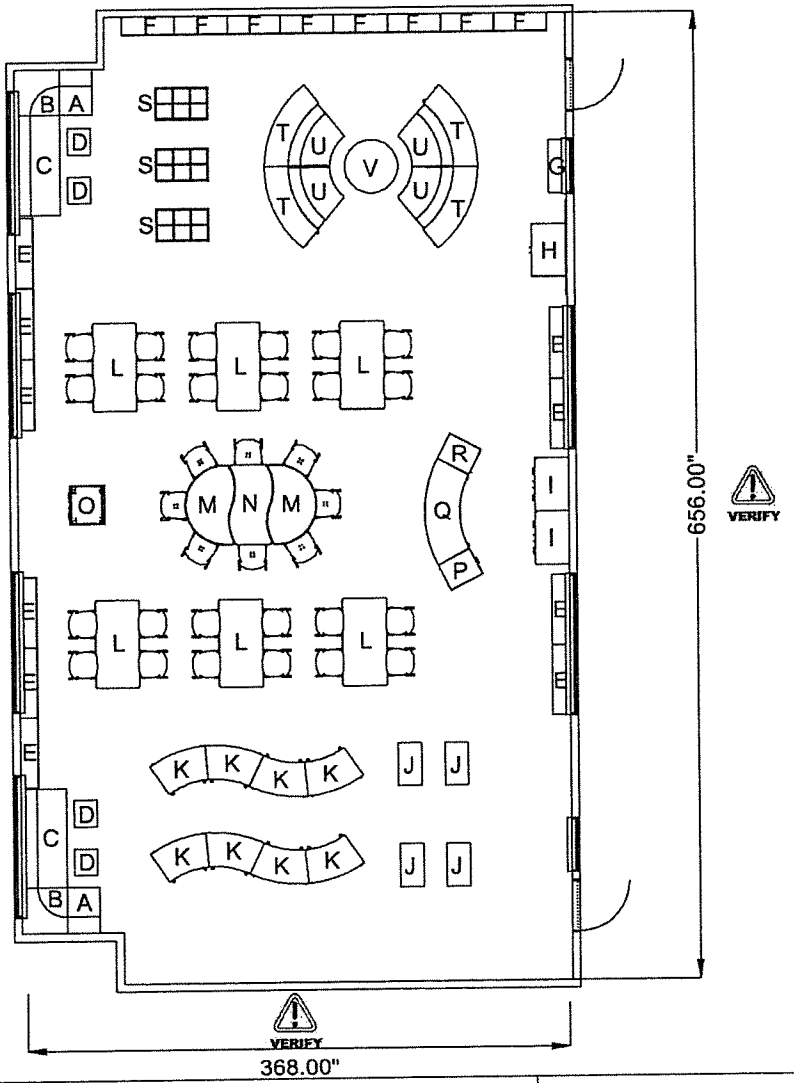

WB Mfg WB Manufacturing LLC	PROJECT NAME: MONSON SULTANA	PROJECT NUMBER: 378080	REVISION DETAILS R1: DATE 1 R3: DATE 3 R2: DATE 2 R4: DATE 4
	CUSTOMER NAME: METEOR EDUCATION	DRAWN BY: Bob Hill	FLOOR PLAN FP1
	CUSTOMER CONTACT: KEVIN MACK	DATE: 7/18/2023	
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PRODUCT LISTING				
MEDIA CENTER				
LABEL	QTY	PRODUCT #	DESCRIPTION	DIMENSIONS
A	2	F016-22X31X35-G1	Linear Chair	22 x 31 x 35
B	2	F061-31X31X35-G1	Curved Corner	31 x31 x 35
C	2	F019-67X31X35-G1	Linear Sofa	67 x 31 x 35
D	4	F001-18X16X18-G1	Rectangle Ottoman	18 x16 x 18
E	10	LRS1155-484212-AL/P	4 Adjustable Shelves, Divider, Levelers	48 x 42 x 12
F	8	LRS1190-367212-AL/P	4 Adjustable Shelves, Levelers	36 x 72 x 12
G	1	LRS1150-364212-AL/P	2 Adjustable Shelves, Levelers	36 x 42 x 12
H	1	LBN1010-363022-AL/P	1 Book Slot and 2 Doors (Front)	36 x 30 x 22
I	2	CRB2400-363622/P	REplay Door & Drawer Base Cabinet, Mobile w/Casters, Top-Split Drawers Over Double Doors, 1 Adj. Shelf	36 x 22 x 35.5
J	4	F122-16X22.75X33-Z	Media Chair - Junior	16 x22.75 x 33
K	8	LCD1170-414223-AC/P	Mobile Double Sided, Curved Bookcase, 2 Fixed Shelves Per Side, Magnet Docking, 4 Casters	40.07 x22.7 x 42
L	6	FIT7082-FX	Flip Top Rectangle TableBeveled Lotz Armor Edge™ HPL Top Fixed Legs	30 x 60 x 29.625
M	2	ELS7837-EJA-CA	ELO Reef Table, Beveled Lotz Armor Edge™ Top, 4 Junior Adjustable 2" Straight Round Legs, Casters	54 x 34 x 21.25 - 34.25
N	1	FIT7831-FX	Flip Top Tide Table ,Beveled Lotz Armor Edge™ HPL Top Fixed Legs	30 x 54 x 29.625
O	1	TL2000-AC/P	Teacher's Traditional Lectern, Top: Shelf, Middle: 2 Drawers, Bottom: 2 Doors, Locks, Casters	26.5 x 41 x 24
P	1	MD9201-193023-AC/P	Mobile Circulation Inline Desk Cabinet, 1 File Drawer, 1 Std.Drawer, 2 Docking Magnets per Side, Casters	19.25 x 30 x 22.875
Q	1	MD1000-AC/P	Mobile Curved Circulation Desk, Docking Magnets, Casters	72 x 24 x 30
R	1	MD3015-193023-AC/P	Mobile Circulation Inline Desk Cabinet, Right Hinged Single Door, 1 Adj.Shelf, 2 Docking Magnets per Side, Casters	18.75 x 30 x 22.875
S	3	LBN2220-363022-HC	Mobile Double Sided Book Browser, 3 Cubbies & 3 Browsers per side, Hidden Casters	36 x 30 x 22
T	4	LCS1255-624216-AC/P	Mobile Single Sided Large Curved Bookcase, Magnet Docking, 1 Vertical Divider, 4 Fixed Shelves, Laminate Back Panel, Casters (2 Locking, 4 Non-Locking)	61.31 x 42 x 16
U	4	F001464-G1	Custom Arc Sofa	46 x 28 x 30
V	1	F005-36X18-G1	36" Round Ottoman	36 x18

WB Mfg
WB Manufacturing, LLC

PROJECT NAME: MONSON SULTANA	PROJECT NUMBER: 378080	REVISION DETAILS	PRODUCT LIST
CUSTOMER NAME: METEOR EDUCATION	DRAWN BY: Bob Hill	R1: DATE 1 R3: DATE 3	PL1
CUSTOMER CONTACT: KEVIN MACK	DATE: 7/18/2023	R2: DATE 2 R4: DATE 4	

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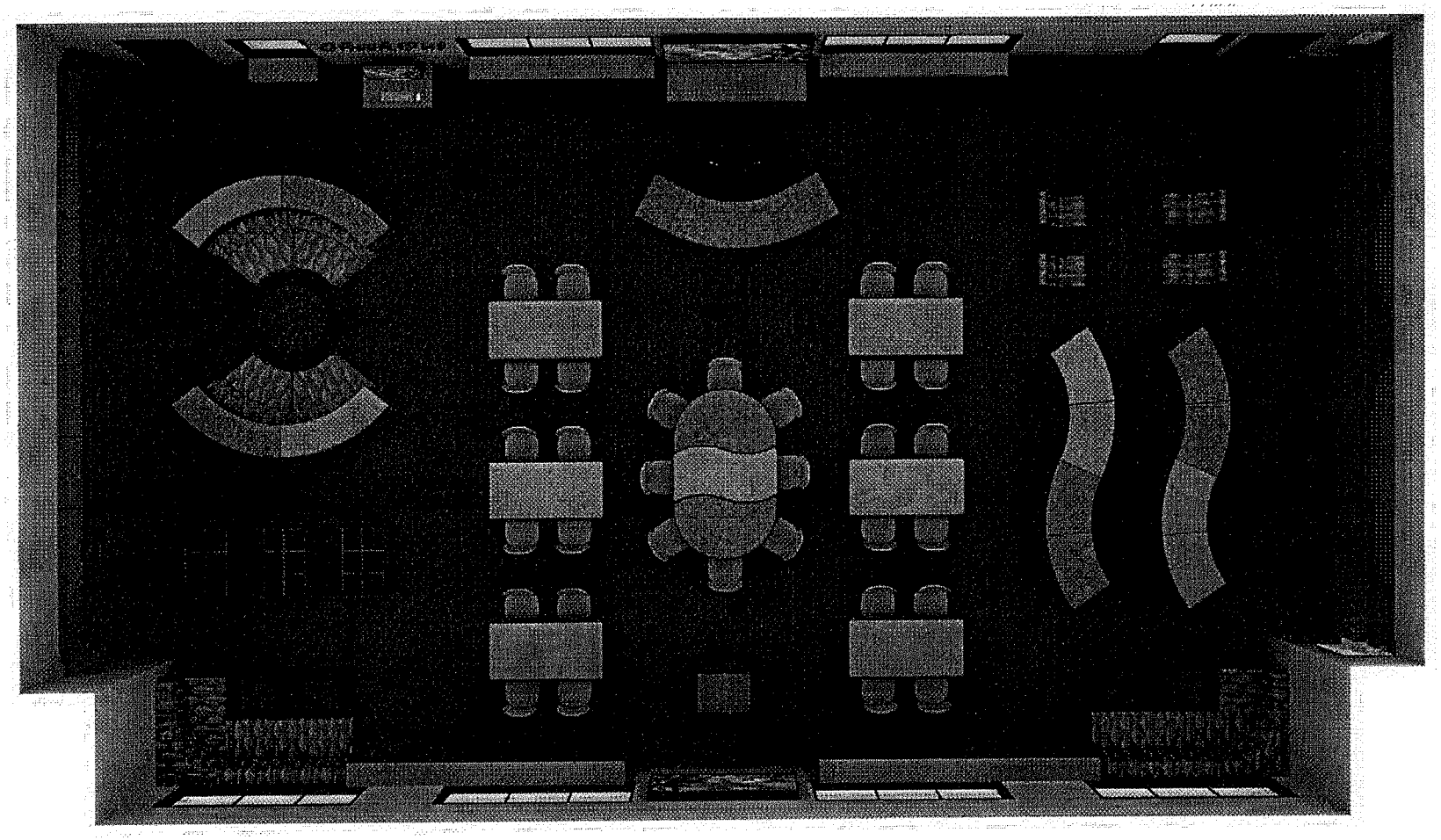

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	CUSTOMER NAME: METEOR EDUCATION	DRAWN BY: Bob Hill	R1: DATE 1 R3: DATE 3	R1
	CUSTOMER CONTACT: KEVIN MACK	DATE: 7/18/2023	R2: DATE 2 R4: DATE 4	
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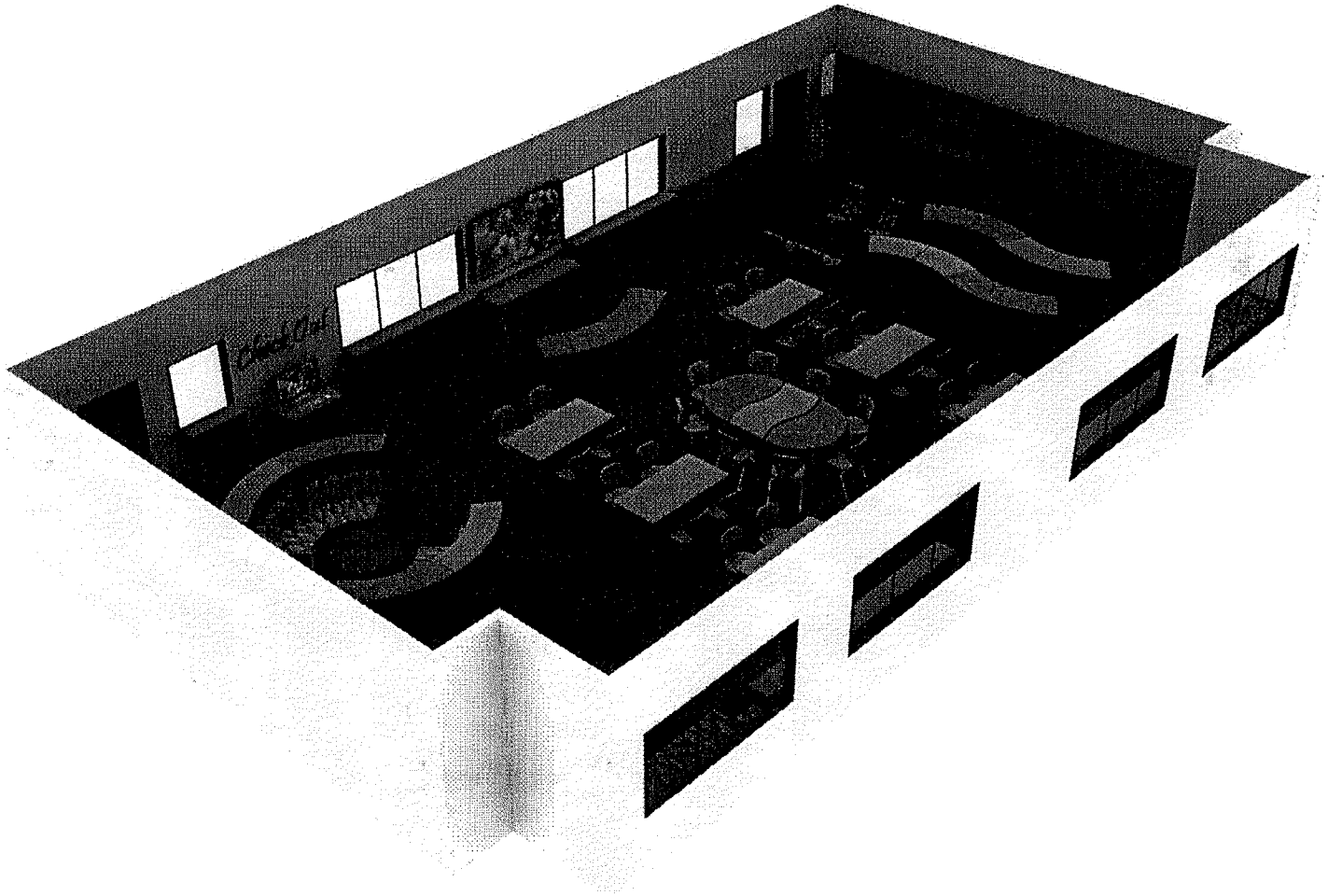

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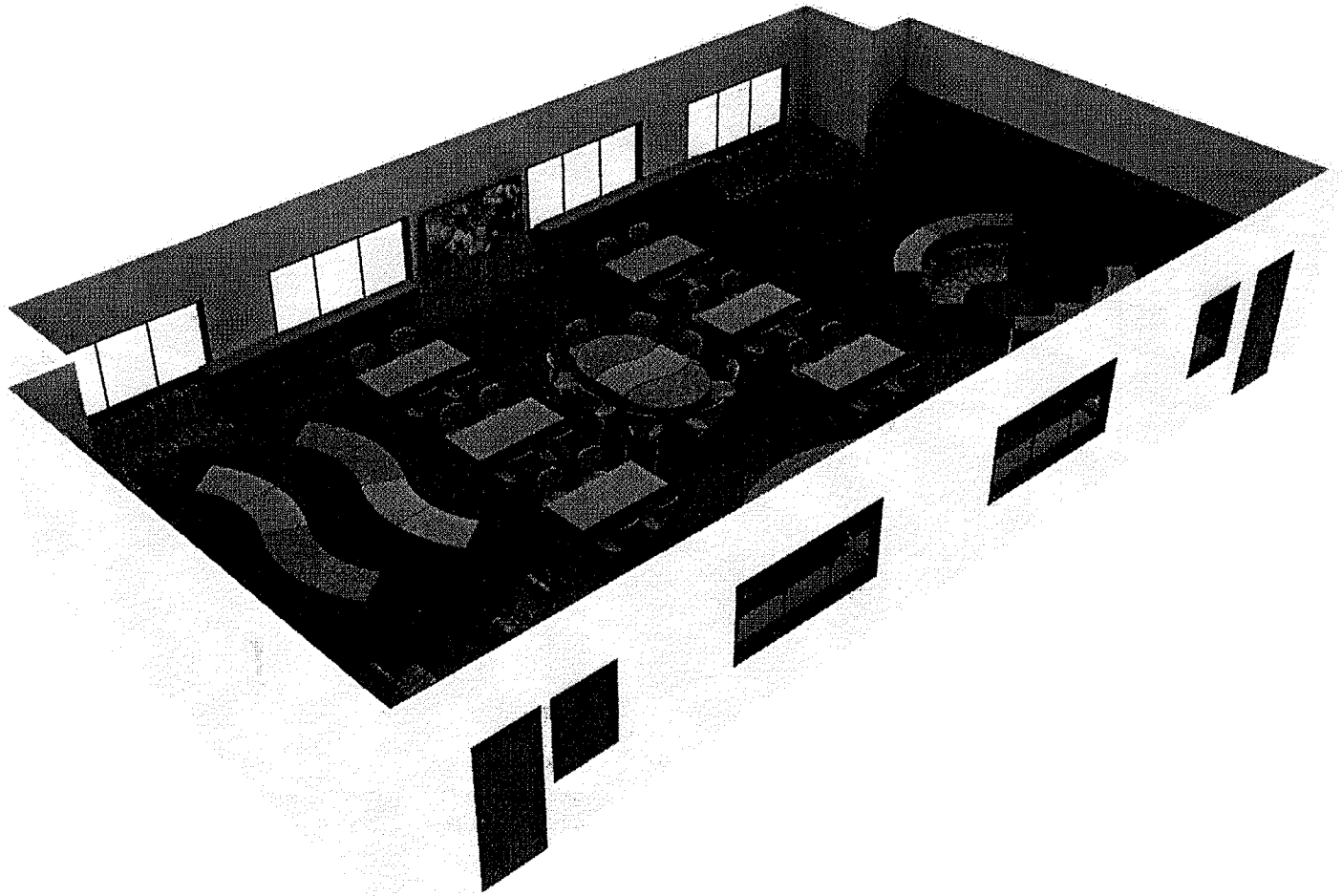

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	CUSTOMER CONTACT: KEVIN MACK	DATE: 7/18/2023		
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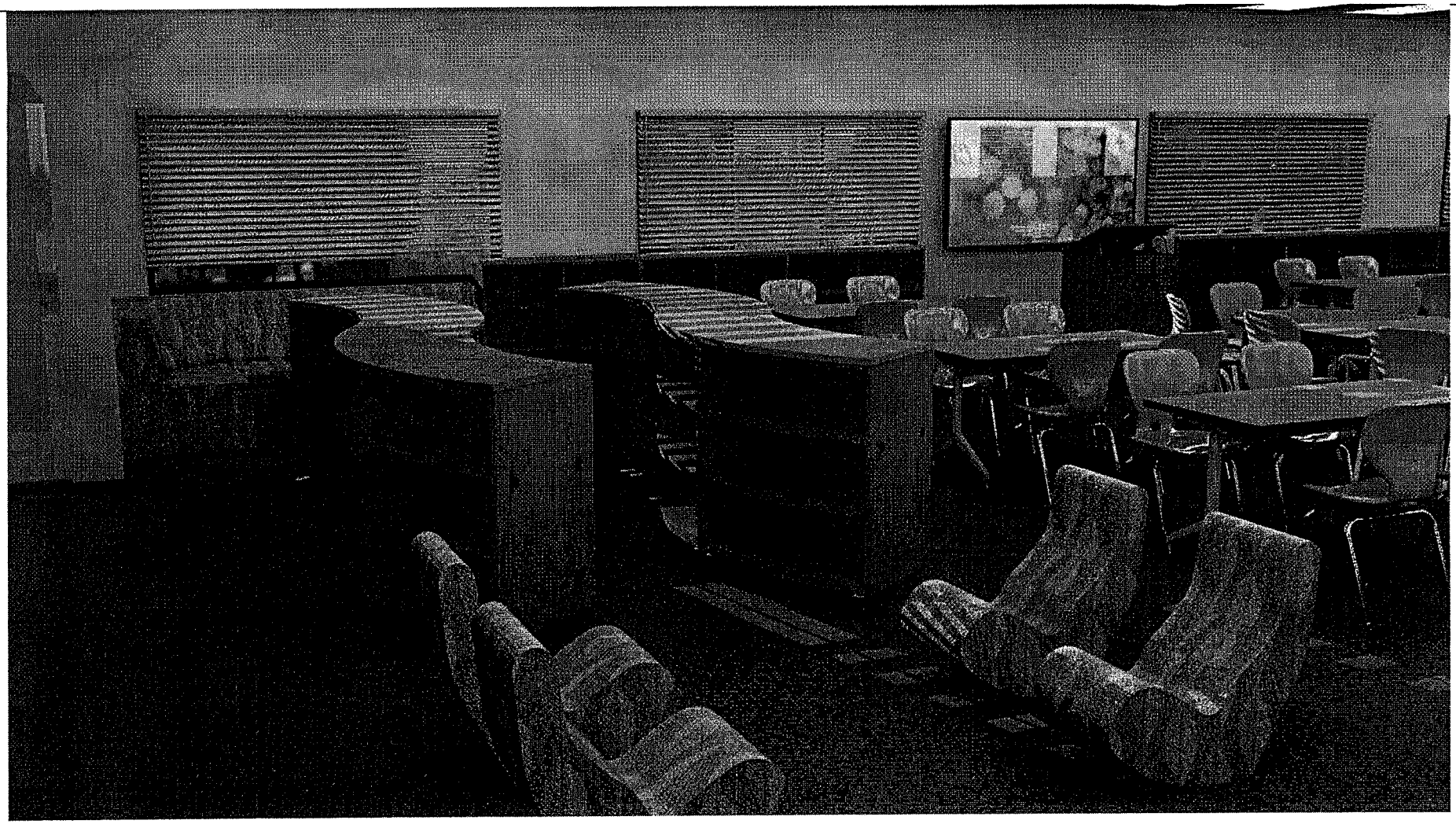

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	CUSTOMER NAME: METEOR EDUCATION	DRAWN BY: Bob Hill	R1: DATE 1 R3: DATE 3 R2: DATE 2 R4: DATE 4	R5
	CUSTOMER CONTACT: KEVIN MACK	DATE: 7/18/2023		
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	CUSTOMER CONTACT: KEVIN MACK	DATE: 7/18/2023		
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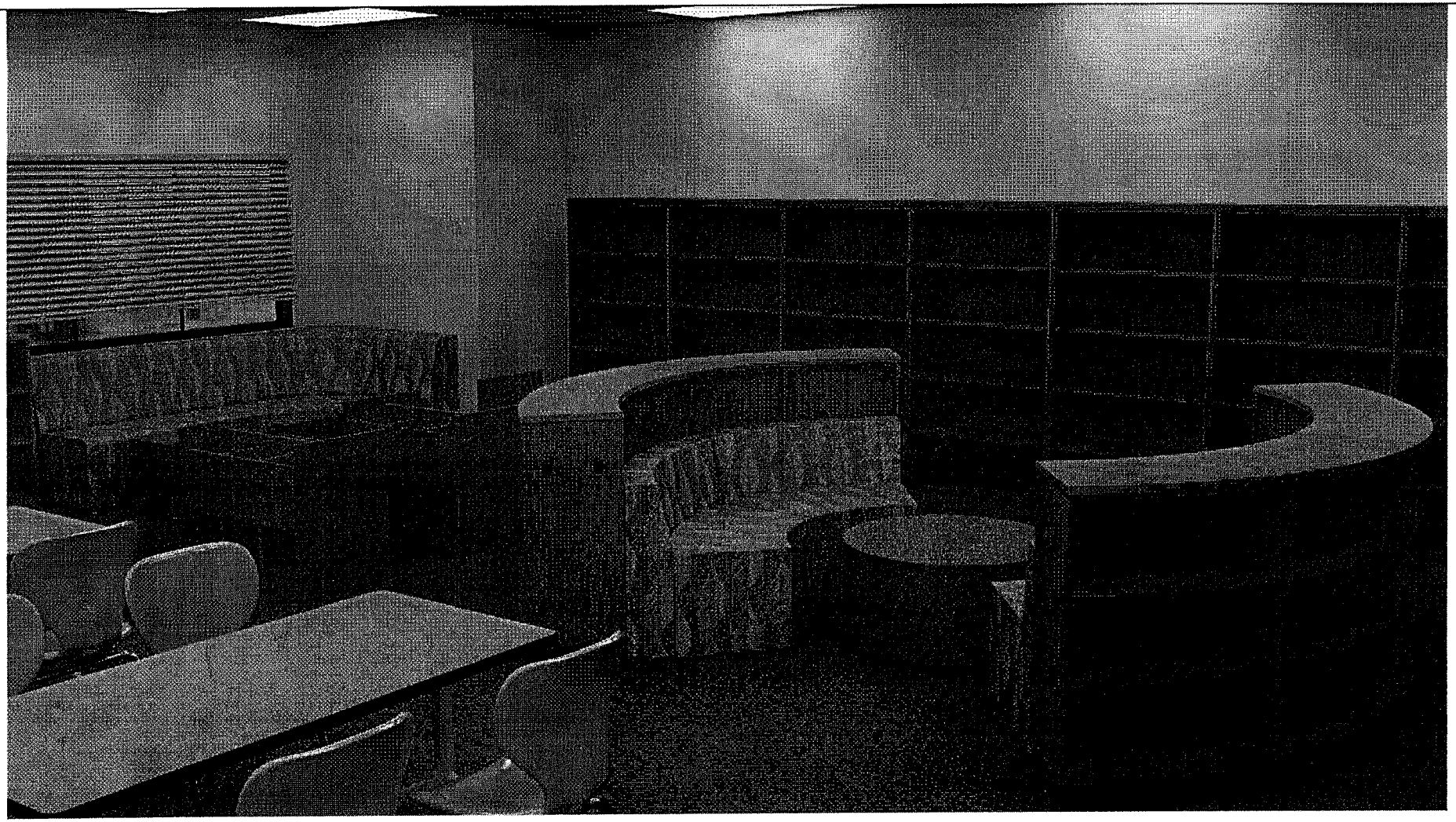

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	CUSTOMER CONTACT: KEVIN MACK	DATE: 7/18/2023		
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MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

July 25, 2023

AGENDA SECTION: CONSENT ITEM

AGENDA ITEM: 9.6 BUDGET REVISION 007-23

ATTACHMENTS: BUDGET REVISION

DISCUSSION:

Each month the District Business Office ensures that all expenditures are in line with the District's Adopted Budget. Revisions must be made to reflect the reality of a day-to-day living document, which must be updated as budget codes change to accommodate fluctuation in program resources.

The attached Budget Revision 007-23 is for June 2023.

RECOMMENDATION: **The Superintendent recommends that the Board APPROVE Budget Revision 007-23.**

PROPOSED ACTION: **APPROVE**

Budget Revision Report #007-23

29 Monson-Sultana Jt. Union Elem. School District — 7/14/2023
Fiscal Year: 2023 — Control Number: 52938077 — 2:12:23PM

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund: 010 General Fund					
LCFF Sources	5,511,533.00	6,022,833.00	-	6,022,833.00	
Federal Revenues	3,076,454.00	2,737,830.75	(85,464.82)	2,652,365.93	#1
Other State Revenues	983,335.00	1,960,169.00	-	1,960,169.00	
Other Local Revenues	91,250.00	322,008.00	16,915.00	338,923.00	#1
Revenues	**9,662,572.00**	**11,042,840.75**	**(68,549.82)**	**10,974,290.93**	
Expenditures					
Certificated Salaries	2,398,688.00	2,429,312.57	-	2,429,312.57	
Classified Salaries	1,022,044.00	1,030,198.00	-	1,030,198.00	
Employee Benefits	1,919,400.00	1,906,635.43	-	1,906,635.43	
Books and Supplies	487,414.00	487,797.00	-	487,797.00	
Services, Other Operating Expenses	1,536,539.00	1,547,011.00	35,580.00	1,582,591.00	#2
Capital Outlay	2,829,345.00	2,588,441.00	(79,134.00)	2,509,307.00	#2
Other Outgo	70,427.00	55,564.00	-	55,564.00	
Direct Support/Indirect Costs	(12,119.00)	(15,401.00)	(190.76)	(15,591.76)	#3
Total Expenditures	**10,251,738.00**	**10,029,558.00**	**(43,744.76)**	**9,985,813.24**	
Other Financing Sources/Uses					
Transfer In	-	-	-	-	
Transfer Out	-	-	-	-	
Contributions	(237,434.00)	(299,827.00)	98.05	(299,728.95)	#4
Fund: 080 Student Activity Special Revenue Fund					
Other Local Revenues	-	6,939.00	-	6,939.00	
Revenues	**-**	**6,939.00**	**-**	6,939.00	
Expenditures					
Books and Supplies	-	881.00	-	881.00	
Services, Other Operating Expenses	-	995.00	-	995.00	
Total Expenditures	**-**	**1,876.00**	**-**	**1,876.00**	
Fund: 130 Cafeteria Special Revenue Fund					
Federal Revenues	400,000.00	410,000.00	4,114.00	414,114.00	#5
Other State Revenues	23,000.00	146,000.00	-	146,000.00	
Other Local Revenues	3,000.00	18,031.00	2,172.00	20,203.00	#5
Revenues	**426,000.00**	**574,031.00**	**6,286.00**	**580,317.00**	
Expenditures					
Classified Salaries	117,615.00	146,628.00	(5,508.00)	141,120.00	#6
Employee Benefits	64,404.00	76,304.00	(4,732.00)	71,572.00	#6
Books and Supplies	188,847.00	221,974.00	12,251.27	234,225.27	#6
Services, Other Operating Expenses	22,400.00	25,395.00	-	25,395.00	
Capital Outlay	40,000.00	40,000.00	(5,000.00)	35,000.00	#6
Direct Support/Indirect Costs	12,119.00	15,401.00	(1,668.62)	13,732.38	#7
				-	
Total Expenditures	**445,385.00**	**525,702.00**	**(4,657.35)**	**521,044.65**	

29 Monson-Sultana Jt. Union Elem. School District — 7/14/2023
Fiscal Year: 2023 — Control Number: 52938077 — 2:12:23PM

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	Explanations
Fund: 251 Developer Fees Fund					
Other Local Revenues	-	2,491.00	34.00	2,525.00	#8
Revenues	**-**	**2,491.00**	**34.00**	**2,525.00**	
Expenditures					
Services, Other Operating Expenses	-	-	-	-	
Capital Outlay	-	-	-	-	
Total Expenditures	**-**	**-**	**-**	**-**	
Fund: 350 County School Facilities Fund - New Construction					
Other State Revenues	2,625,930.00	2,643,411.00	5,622.00	2,649,033.00	#8
Other Local Revenues	-	-	-	-	
Revenues	**2,625,930.00**	**2,643,411.00**	**5,622.00**	**2,631,552.00**	
Expenditures					
Capital Outlay	2,625,930.00	2,275,930.00	-	2,275,930.00	
Total Expenditures	**2,625,930.00**	**2,275,930.00**	**-**	**2,625,930.00**	
Fund: 351 County School Facilities Fund - Modernization					
Other State Revenues	-	300.00	145.00	445.00	#8
Other Local Revenues	-	-	-	-	
Revenues	**-**	**300.00**	**145.00**	**445.00**	
Expenditures					
Capital Outlay	-	-	-	-	
Total Expenditures	**-**	**-**	**-**	**-**	

#1 - Federal Revenue decreased due YE close of CSI Program, ESSER II & III, ELOP Grant, Title III, and Special Friends to 22/23 actuals; Local Revenues increased due to interest earned for 4th quarter

#2 - Services, Other Operating Expenses increased due to FUEL MOU for ELOP Summer School Program for June services; Capital outlay decreased due to ESSER II & III YE close of Programs due to 22/23 actuals

#3 - Direct Support/Indirect Costs Books increased due to 22/23 actuals indirect costs for CSI & Title III programs at YE

#4 - Contributions decreased in Special Friends Program due to 22/23 actuals ast YE

#5 - Federal Revenues increased due to actuals to date; Local Revenues increased due to Interest earned for 4th quarter

#6 - Classified Salaries and Mandated Benefits decreased due to 22/23 actuals at YE; Books & supplies increased due 22/23 actuals of foods purchases; Capital Outlay decreased due to 22/23 actuals at YE

#7 - Direct Support/Indirect Costs Books decreased due to 22/23 actuals indirect costs for Nutrition NLSP & Supper programs at YE

#8 - Other Local Revenues within Developer Fee Fund, County School Facilities both in New construction & Modernization increased due to interest earned for 4th quarter

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

July 25, 2023

AGENDA SECTION: CONSENT

AGENDA ITEM: 9.7 EXTENDED LEARNING OPPORTUNITIES PLAN (ELOP)

ATTACHMENTS:
ELOP PLAN
PLAN SUMMARY
AGENCY AGREEMENT

DISCUSSION:

The ELOP is an extension of the existing ASES (after school program) to provide additional extended learning opportunities to students. It also is inclusive of TK, Kindergarten, and students not enrolled in the ASES program. Also included, is the agreement with Future Unique Enthusiastic Leaders (FUEL) to administer the program.

Attached you will find the updated Agency Agreement, the 2023-2024 Expanded Learning Program Plan. The board will need to approve the program plan and the agency agreement.

Please note changes have been made to request budget changes to reserve $190,000 of the ELO grant for two cargo vans, and the possible schedule change with an earlier teachers inservice release day.

RECOMMENDATION: **The Superintendent recommends that the Board approve the ELOP and FUEL contract as presented.**

PROPOSED ACTION: **APPROVE**

AGENCY AGREEMENT
Between
Future Unique Enthusiastic Leaders (FUEL) Expanded Learning Programs
And
MONSON-SULTANA ELEMENTARY SCHOOL
Expanded Learning Opportunities (ELO)

THIS AGENCY AGREEMENT is entered into between the **Future Unique Enthusiastic Leaders (FUEL) Expanded Learning Programs**, hereafter referred to as "COLLABORATIVE PARTNER" and the **MONSON-SULTANA ELEMENTARY SCHOOL** hereafter referred to as "DISTRICT".

COLLABORATIVE PARTNER and DISTRICT agree to the following:

TERM OF AGREEMENT

This agreement shall cover the period July 2023- June 30th, 2024.
FUEL Expanded Learning Opportunities Grant

COST OF SERVICES

DISTRICT shall pay the COLLABORATIVE PARTNER the actual cost of such services for the **Expanded Learning Opportunities Program Services** to the extent they are allowable under the terms of the applicable sum of $503.519.00 COLLABORATIVE PARTNER requires a DISTRICT representative of MONSON-SULTANA to review and sign the **Cost of Services Agreement** in **Exhibit B.**

SCOPE OF SERVICES

This Agency Agreement shall cover the operation and coordination of the Expanded Learning Opportunities (ELO) Program for the remainder of the 2023-2024 School year:

Monson-Sultana Elementary School

COLLABORATIVE PARTNER requires the school site principal representing the school sites listed above to review and sign the **Principal's Acknowledgment** in **Exhibit A.**

Expanded Learning Program (ELO) Content

1. **THE FUEL ELO Program** will provide extended enrichment services beyond the ASES criteria and provisions. Services will be offered to all students enrolled at Monson Sultana.
2. **THE FUEL ELO Program** will align with the expectations of the regular school day and the existing (ASES) After School program.
3. **THE FUEL ELO Program** will operate throughout the remainder of the school year and may include but is not limited to Summer School Expanded Learning After School, intersession, and some weekends.
4. **The FUEL ELO Program** will include afternoon enrichment opportunities in science, technology, engineering, art, math, cooking, physical fitness, services learning, study trips, and extended opportunities.
5. **Program Enrollment** is driven by needs assessments. The program will be made available to all students who attend said DISTRICT. With a priority on grades TK-6th as described by the ELO grant guidelines with expansion and inclusion of grades 7-8 based on space availability. Parents/Students who are interested in any FUEL programs will need to complete a FUEL application.
6. **Students' Attendance and Recordkeeping** will mirror the ASES record-keeping format. Attendance will be taken daily, reviewed, and filed.

7. **FUEL Expanded Learning Program**
COLLABORATIVE PARTNER shall employ the following personnel to facilitate direct services to students:

FUEL Administration

- COLLABORATIVE PARTNER shall furnish a full-time paid FUEL EXPANDED LEARNING Chief Executive Officer (CEO) who shall provide leadership in program development and implementation for all entities participating in the program, and provide overall direction to the program. COLLABORATIVE PARTNER shall provide resources and support staff for the FUEL EXPANDED LEARNING PROGRAM as the DISTRICT deems appropriate.
- FUEL Administration will coordinate and schedule Expanded Learning Services for the 2023-2024 school year.
- The FUEL Administration will collaborate with stakeholders to develop and design a quality extension of the existing FUEL Expanded Learning Program (ASES). Collaborative efforts will assist FUEL Administration to develop the ELO Program Plan. After review and approval, the FUEL Administrator will submit the program plan to the California Department of Education Expanded Learning Division.
- The FUEL CEO will oversee FUEL Employees and serve as an HR representative.
- The FUEL CEO will serve as the FUEL Business Manager and will maintain quality record keeping to be available for future audits.
- The FUEL CEO will maintain accurate timekeeping records and run biweekly payroll for all FUEL team members.
- The FUEL CEO will meet on a regular basis with the school site business manager to review expenditures, invoices, data, and reports.
- The FUEL CEO will be available for all local and state audits and serve as a team member to the district to ensure no findings.
- The FUEL Administration will be responsible for staffing employees to serve all FUEL programs.

8. **FUEL Expanded Learning Program Personnel**
Except as otherwise agreed to in writing by both DISTRICT and FUEL, all personnel employed by the FUEL Expanded Learning Program shall be FUEL employees. Employees shall be subject to all FUEL personnel policies and hiring requirements (including a background check).

FUEL Expanded Learning Program shall be solely responsible for all matters of employment and personnel administration, including but not limited to hiring, scheduling, wages and salaries, benefits, worker's compensation costs, general liability insurance, unemployment costs, employee discipline, and termination.

9. **Student Safety**
COLLABORATIVE PARTNER is committed to supporting the DISTRICT by ensuring the safety of FUEL EXPANDED LEARNING participants. COLLABORATIVE PARTNER will recognize procedures in the existing DISTRICT Crisis Response Plan and/or School Safety Plan, and collaboratively determine appropriate courses of action needed for staff and students for implementation. The FUEL team will continue to maintain an extended Covid health and safety plan.

EXHIBIT A

PRINCIPAL ACKNOWLEDGEMENT
OPERATION REQUIREMENTS

DISTRICT intends to provide students with an exceptional Expanded Learning Program (ELO). To accomplish this, the following support is needed from the school site:

SAFETY:

- The principal arranges for a student absence list, and/or early release from the school list, to be released daily to the Chief Operations Officer.
- The principal promotes student safety after school by reviewing the site's current emergency procedures and evacuation plans with the Chief Operations Officer.
- The principal will assist and coordinate collaboration with the school nurse to provide health and safety guidelines and training, in order for FUEL to support students with medical needs.
- The principal promotes student safety after school by requesting input from the Chief Executive Officer and/or Chief Operations Officer to ensure appropriate support for response coverage during after-school hours.
- FUEL and Principal coordinate expanded learning staff participation in site-based disaster response training that would impact student safety after school (e.g., operating the tele-parent system, emergency enforcement call list, etc.)
- FUEL and the Principal are aware of student participants' health and medical needs, as appropriate, and adjust activities as needed.
- FUEL and the Principal will calendar dates for emergency drills to be practiced after school.
- FUEL and the Principal will communicate COVID safety regulations and guidelines as they evolve.

ALIGNMENT

- The District Learning Director will collaborate with the FUEL Chief Executive Office to identify core subjects and program objectives to be emphasized through hands-on learning and academic enrichment activities.
- The principal, or designee, ensures that regular day school staff are kept informed of program activities and is encouraged to invite the FUEL Expanded Learning staff to provide updates at staff meetings.

OPERATION

- ELO program and expansion of the existing FUEL (ASES) program will be offered beginning on the first day of school. Services will be offered as allowed.
- The Vice-Principal and Chief Operations Officer will determine final student enrollment into the program based on priority needs. If priority students do not maximize program capacity, enrollment may be opened on a first-come-first-serve basis to the general student body.
- The FUEL (ELO) Summer After School Program will operate every day there is summer school.
- The FUEL (ELO) Summer Learning Operation hours in addition to the regular summer school hours will total 9 hours/ day.
- Enrollment is available for TK-6 grade (CEC 46120) students or as specified by the district with a priority on grades TK-6th as described by the ELO grant guidelines with expansion and inclusion of grades 7-8 based on space availability.

COMMUNICATION

- FUEL's Chief Executive Officer and/or the Chief Operations Officer shall immediately address any concerns on the part of parents, teachers, employees, students, or neighbors regarding the operation of FUEL.
- Principal designates mailbox or area for distribution of mail, faxes, deliveries, or other similar items.
- FUEL Chief Executive Officer and/or the Chief Operations Officer gains review and approval from the Principal before posting printed communication for public display on campus or disseminating communication to parents.

SCHOOL FACILITIES

- The principal identifies classrooms in good repair to be used for each class, prior to the first day of school/program.
- FUEL ensures that assigned classrooms, workspaces, storage areas, and other areas that FUEL occupies shall be left clean, tidy, and free of any debris or remaining supplies.

PROGRAM COORDINATION:

- FUEL will provide the Principal with a program schedule.
- FUEL will notify the Principal of changes in the program schedule and/or special events.

MEAL PROGRAM:

- The principal and FUEL Chief Executive Officer and/or the Chief Operations Officer will coordinate a regular and appropriate location for students to be served and eat snacks.
- The principal agrees to snacks being delivered to the site and stored for later use.
- The DISTRICT Nutrition Services department will provide snacks for the program.
- DISTRICT ensures snacks are nutritious and meet the requirements set forth by the CDE in the Nutrition Standards for Snack After School.
- DISTRICT is responsible for providing storage for perishable food items at the School Site.
- FUEL staff will disseminate snacks according to the district's requirements, understanding they will be held responsible for demonstrating compliance procedures when audited.

I have read and understood the above Operating Acknowledgement and agree to adhere to its performance to the best of my ability:

Roberto Vaca — Date
Superintendent/Principal
Monson-Sultana Elementary School District

Catherine Diaz Burciaga — Date
Chief Executive Officer
FUEL Expanded Learning Program

EXHIBIT B

COST OF SERVICES AGREEMENT

a. The COLLABORATIVE PARTNER shall meet with the DISTRICT Business Manager quarterly and/or as needed.

b. The COLLABORATIVE PARTNER shall submit a projected Fiscal Expenditure Report to the DISTRICT. Subject to change but not exceeding the maximum amount of the grant issued.

c. The COLLABORATIVE PARTNER will submit a monthly invoice to the DISTRICT Business Manager prior to the month of service. The invoice will be broken down by expenditure category. Includes expenses for Administrative Services, Program Direct Services, Certificated Employees Payroll, Classified Employees Payroll, Employee Benefits, Materials and supplies, Contracted Services, Services and Operations, Field trips, and transportation expenses.

d. Program Direct services expenses are not to be less than 85 percent of the total grant award amount for direct services and no more than 15 percent of the grant award amount for Administrative Costs. Administrative costs are outlined in #7 of the ELO Contents.

e. Payment of services. The DISTRICT Business Manager will issue a check to the FUEL Expanded Learning Program for services prior to the beginning of the month of services.

The DISTRICT and COLLABORATIVE PARTNER agree to abide by COLLABORATIVE PARTNER's fiscal controls to ensure all parties will be fiscally accountable for operational costs prior to incurring expenses.

The DISTRICT and COLLABORATIVE PARTNER will not exceed the agreed-upon program limits outlined in the AGENCY AGREEMENT without obtaining proper approval from the CDE to expand the FUEL EXPANDED LEARNING PROGRAM.

California Department of Education
School Fiscal Services Division

Expanded Learning Opportunities Program

County: Tulare
Period: 2022-2023
District: Monson-Sultana Joint Union Elementary

CDS Code: 54 72009

PRIOR YEAR P-2 AVERAGE DAILY ATTENDANCE (ADA)			
Grades TK/K-3 Reported Classroom-based ADA	A-1		171.18
Grades 4-6 Reported Classroom-based ADA	A-2		122.37
Total TK/K-6 Reported Classroom based ADA (A-1 + A-2)	A-3		293.55
PRIOR YEAR P-2 UNDUPLICATED PUPIL PERCENTAGE			
Unduplicated Pupil Percentage	B-1		0.8591
EXPANDED LEARNING OPPORTUNITIES PROGRAM ENTITLEMENT			
Rate 1: Unduplicated Pupil Percentage greater than or equal to 75.00% [EC 46120(d)(1)(B)]	C-1	$	2,750.00
Rate 2: Unduplicated Pupil Percentage less than or equal to 74.99% [EC 46120(d)(1)(C)]	C-2	$	2,054.1982898041
Entitlement Calculation (If B-1 >= 0.7500, A-3 * B-1 * C-1, else A-3 * B-1 * C-2)	C-3	$	693,519
Minimum Entitlement [EC 46120(d)(2)]	C-4	$	50,000
Entitlement before Adjustments (If C-4 < C-3, then C-3, else C-4; If C-3 =0, C-5 =0)	C-5	$	693,519
Miscellaneous Adjustments	C-6	$	0
Expanded Learning Opportunities Program Entitlement (C-5 + C-6)	C-7	$	693,519

Monson Sultana 2023- 2024 Program Projections	**Annually**
1000 Certificated Employees	$0.00
2000 Classfied Employees	$259,478.96
3000 Employee Benefits and Taxes	$50,466.80
4000 Books and Materials	$60,000.00
5000 Service and Operations	$9,000.00
5100 Contracted Services	$40,000.00
6000 Equipment and Replacement	$19,897.00
2000 Admin Classified Employee	$47,250.00
3000 Admin Employee Benefits and Taxes	$11,426.00
4000 Admin Books and Materials	$0.00
5000 Admin Service and Operations	$0.00
5100 Admin Contracted Services	$6,000.00
6000 Admin Equipment and Replacement	$0.00
Total Expenses	
	$503,519
MS Admin Withhold (Cargo Vans)	$190,000
	$693,519.00

THE REPRESENTATIVES specified below, or the representative's designee shall administer this Agency Agreement for COLLABORATIVE PARTNER and DISTRICT.

The person signing this Agency Agreement for the DISTRICT hereby represents and warrants that he/she is fully authorized to sign this MOU on behalf of the DISTRICT and to bind the DISTRICT to the performance of its obligations hereunder.

The parties, having read and considered the provisions set forth in this MOU; indicate their agreement by their authorized signatures below:

COLLABORATIVE PARTNER

Catherine Diaz, Chief Executive Officer
Future Unique Enthusiastic Leaders
Expanded Learning Program
32143 Road 124
Visalia, CA. 93291
(559)967-3204

By: _____

Date: 7.1.23

DISTRICT SUPERINTENDENT

Roberto Vaca, Superintendent
Monson-Sultana School District
10643 Avenue 416
PO BOX 25
Sultana, CA. 93666

By: _____

Date: _____

INDEMNIFICATION: COLLABORATIVE PARTNER and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of COLLABORATIVE PARTNER or DISTRICT or their agents, officers and employees under this Agency Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agency Agreement or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee.

EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE

Prepared by: Expanded Learning Division

California Department of Education 1430 N Street, Suite 3400
Sacramento, CA 95814-5901
916-319-0923

MS FUEL
Monson-Sultana School

This Program Plan Template Guide is required by California Education Code (EC) Section 46120(b)(2)

Note: This cover page is an example, programs are free to use their own logos and the name of their program.

Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Name of Local Educational Agency or Equivalent:	Monson-Sultana Joint Union Elementary School District
Contact Name:	Roberto Vaca
Contact Email:	rvaca@msschool.org
Contact Phone:	(559) 591-1634

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Monson Sultana Joint Union Elementary

Purpose

This template will aid LEAs in the development of a program plan as required by EC Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (EC Section 8482.1[a])

"Expanded learning opportunities" has the same meaning as "expanded learning" as defined in EC Section 8482.1. "Expanded learning opportunities" does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (EC Section 46120[e][1])

Instructions

This Program Plan needs to be approved by the LEA's Governing Board in a public meeting and posted on the LEA's website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the Quality Standards for Expanded Learning in California (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it

may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education's (CDE) Quality Standards and CQI web page, located at https://www.cde.ca.gov/ls/ex/qualstandcqi.asp.

1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

Monson Sultana Joint Union School District is a rural, single-site school district in the northern part of Tulare County, that serves grades Tk-8th. The Expanded Learning Opportunities Program will align with the regular school day and the current After School, Education, and Safety (ASES)Program. The collaborative partnership between the CBO (Community Based Organization) Future Unique Enthusiastic Leaders (FUEL) and the regular day program has grown to share space on campus. FUEL has successfully created the best out-of-school time for the students, families, and community of Monson and Sultana. It is in the best interest to partner with FUEL to expand, emphasize, and build on the existing program.

FUEL has full access to all campus amenities including but not limited to classroom space, a cafeteria, the library, a science lab, storage, and more, making the ELO expansion a smooth transition. The FUEL Expanded Learning Program can provide the best safe and supportive environment for the developmental, social-emotional, and physical needs of students beginning with the collaboration of the regular day and after school. The FUEL administration meets every week with the school administration to discuss goals and ideas and celebrate accomplishments. School site staff and after-school staff have access to continual communication via email, cell phone, and parent square to ensure students' academic growth.

The FUEL Expanded Learning Program will adopt and follow all School Site Safety plans to ensure the safety of all students and staff. Safety drills will be practiced monthly during after-school hours to prepare students and staff for emergencies. FUEL team members will carry walkie-talkies that have the same frequency as school site staff. This will allow the FUEL team to model school site codes and action plans. A master key and copy of the school site safety plan have been provided to the FUEL Administration.

Beginning the 2023-2024 School year the FUEL administrators and team and has been trained in ActVnet School Safety Solutions. The ActVnet procedures and protocols will be adapted and implemented during the Expanded Learning Hours. In addition, the main gates will be locked and an after-hour secretary will be made available to answer phone calls and screen parents prior to entering the campus.

Student safety is always at the top of the list, therefor FUEL has decided to effectively document ELO student attendance and carry over student sign-in-out procedures that are used to meet ASES requirements. Enrollment registration forms are completed and collected from all students who are interested in participating in any Expanded Learning Programs. Therefore both ASES and ELO programs will mirror each other and truly extend opportunities.

All After School staff are trained and refreshed yearly on CPR, First Aid, and student care. The FUEL Administration is proud to contract medical professionals to provide quality training for line staff to assist with ensuring a safe environment for all students who have medical needs and or concerns.

2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

The FUEL Expanded Learning Programs' best practices for instruction time begin with the continued collaboration of the regular school day program. Expanded Learning staff are encouraged to meet and communicate with regular day

instruction daily. In addition, FUEL has developed a monthly schedule for After School staff to meet with the grade-assigned regular day teachers. Communication about grade-level academic classroom goals and individual academic student plans is made and reflected in after-school lesson plans.

Currently, the FUEL ASES program averages 111 students daily during the regular school day. The ELO program will allow FUEL to extend and offer classes to students who cannot meet ASES requirements, such as attending daily or staying until 6:05 p.m. The FUEL ELO program will target different populations of students that may have more unique interests. Some examples of active and engaged learning may include but are limited to Folklorico Dancing, Student Leadership and Advisory committees, Videography, Media Arts, Yearbook, E-graming Sports, Intermural Sports, Health and Fitness, Community wellness and collaboration, and more.

FUEL will also provide 30 additional school days that include 9-hour Saturday Academies on topics of Drama, Art, Dance, Theater, Science, Technology, Community, Sports, Leadership, Health and nutrition, and more. These days are open to all students who the school district.

3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

The program's educational literacy and educational enrichment activities are expected to contribute to the improvement of student academic achievement by providing students with positive opportunities and the environment to try new things. The FUEL Expanded Learning program creates a foundation where all students feel welcomed and gain a sense of belonging. Students build relationships and work collaboratively with other students they normally would not talk to. This creates a positive environment for all students to discover their true selves. We hope to provide a safe and supportive environment for students to improve and build interpersonal and social skills. Thus, in return building confidence that supports their academic journey.

The Expanded Learning Program staff is continually working on improving academic support for all students. The FUEL Expanded Learning Program has reviewed the Local Control Accountability Plan (LCAP) to identify needs and support to be aligned during after-school hours. Due to the COVID pandemic, it is clear that the student success rate has struggled to meet academic targets. FUEL ELO programs will offer tutorial programs for students in ELA and Math. Students will be provided access to Chrome books, textbooks, and wifi to meet and succeed during after-school hours. The FUEL Intervention and tutorial programs will be offered daily and as needed for students.

Beyond Academics, the FUEL ELO Program will incorporate a variety of Enrichment Academic Activities. This may include but is never limited to Science, Engineering, Art, Math, Gardening, Health and Nutrition, Physical Fitness, Dance, Agriculture, Music, and more. Activities will support 21st-century learning skills such as communication skills, creativity, problem-solving, and collaboration. While others may touch on Technology skills and digital literacy, media literacy, social skills, and social responsibility. The overall program model is to create Future Unique Enthusiastic Leaders for today's students and the future leaders of tomorrow.

The FUEL ELO program will host youth conferences that support interests and will assist students in skill-building in areas of interest. Youth Conference topics may include but are not limited to Athletics Clinics, Leadership, Prevention Education, and more.

4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

The development and collaboration of the Monson Sultana FUEL Expanded Learning program will be a huge success due to the bridge between both Educational Administration and After School Experts. Working together we are able to develop and create a unique training and curricular track of academic focus, and service-learning projects for our students. Pre and post-interest surveys will be made available to students on an ongoing basis. Our wish is to create a variety of enrichment academic opportunities that both ignite and engage our students. Surveys will capture the interest of students while providing instructors feedback on activities.

For our older students, FUEL will be implementing a FUEL Student Leadership Program that will allow students to create and develop school and community events. Students will learn and practice personal skills (integrity, work ethic, professionalism, responsibility, adaptability) while being exposed to workplace skills (communication, decision-making, teamwork, planning, and organizing). Beginning the 2023 School year the Student Leadership program will be open to all students on campus to join and commit to becoming activists in making their school and community a better place. Student Council will attend school board meetings, and school booster meetings, and practice public speaking and donation letter writing while building their very own resume to prepare them for the years to come.

FUEL Leadership student advisory committee will assist in the creation and building of Youth Conference topics and programs.

5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programing.

The Monson Sultana Joint Union School District is committed to providing a school environment that promotes and protects children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Therefore, it is the policy of Monson Sultana that: The school district will engage students, parents, teachers, food service professionals, health professionals, and other interested community members in developing, implementing, monitoring, and reviewing district-wide nutrition and physical activity policies.

All students participating in the FUEL Expanded Learning Program (ASES & ELO) will receive a Supper Meal. To provide the best supper feed program Monson Sultana Nutrition department will prepare supper meals, prepare reports and train FUEL staff to meet the USDA Child and Adult Care Food Program Supper guidelines. The Monson Sultana Nutrition Department will create supper menus to be shared with families and students.

Menu Examples:
Grilled Cheese Sandwich, apple sauce cup, garden salad with ranch, Milk non-fat chocolate milk, or 1% white milk.
Yogurt cup, chocolate chip snack waffles, baby carrots with ranch, sliced apples, Milk non-fat chocolate milk, or 1% white milk.
Chicken Patty Sandwich, tots, apple slices, garden salad with ranch, Milk non-fat chocolate milk, or 1% white milk.

Along with developing nutritious eating habits, FUEL will promote a healthy active lifestyle through a variety of activities. All students in grades K-12 will have daily opportunities, support, and encouragement to be physically active on a consistent basis. The after-school program utilizes SPARKS Physical Education Curriculum. The SPARKS After-school curriculum gets students active outside the school day with an organized and effective approach. In addition, FUEL also will implement the Speed Stacks curriculum to engage students in physical fitness and healthy competition.

The FUEL ELO program is excited to add an athletic coordinator that will work collaboratively with the District PE teacher. The coordinator will provide additional athletic workshops, conditioning, training, and intramural sport for other students on campus during after-school hours. In addition, the athletic coordinator will provide different sports learning experiences for all students in the district for example, golf, pickle ball, and more.

6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

The FUEL Expanded Learning Program provides support to all students, which includes students with disabilities, English language learners, and other students who have potential barriers to participating in the program. FUEL Administrators are always made available. Available to meet with counselors, the school psychologist, the nurse, migrant instructors, and the speech therapist on a daily basis. It is a common understanding that we all must work together to meet the needs of the whole child. Something we wish to continue every year is to meet with these advisors and discuss adaptations that may be needed in the classroom, outside, and in the event of special activities.

The FUEL Expanded Learning Program works continuously with local feeder schools to provide a bridge for students in our small district by providing off-site and on-site collaboration programs. The FUEL ELO project program will work intensely on building this relationship.

To support our students, school, and community in continuing to collaborate and participate in off-campus events, competitions, and experiences. Monson Sultana Elementary and the FUEL Expanded Learning program with the support of our local school board will be purchasing two 10-passenger vans to assist with after-school event transportation. This will be a shared cost to transport students during the summer events and the after-school events next year. In our community transportation needs are always relevant. By making this purchase we will be able to provide equity for our students.

7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

The FUEL Expanded Learning Program strives to create an elite team of after-school professionals. Creating a foundation of teamwork, dedication, and quality standards to meet the needs of the community. All FUEL staff members represent the FUEL vision and mission to be active Future Unique Enthusiastic Leaders.

Each Expanded Learning Educator will be assigned to each cluster of students to support Expanded Learning Care. Expanded Learning Educators will lead and collaborate with each other, school-day teachers, parents, and the community to direct the best out-of-school-time program. The 2022-2025 schedule for continuous professional development will be a set plan of mandatory training, focusing on closing the gap between the regular day classroom and after school. 3-4 Professional Development in-service days have been pre-scheduled to be led by a collaboration of the FUEL Administration with over 20 years of experience in After School Education/Organizational leadership and regular school day teaching staff and other prevention and education agencies.

The Monson Sultana FUEL Administration is also in collaboration with the Professional Learning Community (PLC). A professional learning community (PLC) is a team of educators who share ideas to enhance their teaching practice and create a learning environment where all students can reach their fullest potential. The Expanded Learning Program will be following the PLC model and addressing the four essential questions during the after school hours

8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

The FUEL Expanded Learning Program is designed to work collaboratively with all key partners including the School District, School Site Administrators, on-site Learning Directors/Curriculum Specialist, grade-level teachers, community leaders, parents, and students. The FUEL Expanded Learning Program serves the whole child, both emotionally and physically by providing students with an enriching environment and opportunities to enhance their learning experiences. Expanded Learning Opportunities align with the regular school day needs assessment and LCAP goals.
The FUEL Expanded Learning Program's vision is to create and develop Future Unique Enthusiastic Leaders by inspiring youth to achieve their full potential as lifelong learners.
The design of the Monson Sultana FUEL Expanded Learning Program is to design and implement a quality extension of the existing after-school program. FUEL will have the opportunity to serve more students beyond the 111 existing students enrolled in the ASES program.
The Expanded Learning program will support all levels of the School Day program to meet its mission and vision statement.

9—Collaborative Partnerships

Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

The partnership with the FUEL Expanded Learning program is the best design for Collaborative partnerships. The FUEL Expanded Learning Program has successfully overseen the ASES program at Monson Sultana since 2016. FUEL has developed a quality best-out-of-school time that best serves our students, families, and school site community. They have reached attendance goals and created some amazing opportunities for student success.
The FUEL Expanded Learning Program has worked intensely on building partnerships that specifically serve the community of Kings River Union Elementary and the feeder community of Dinuba, CA. The FUEL Administration is the lead chairwoman of the North County Collaborative (NCC) NCC includes many local agencies supporting the Northern part of Tulare County. Specifically Dinuba, Monson Sultana, Cutler-Orosi, and now Kings River. This partnership will create access to resources directly to our school community of Kings River Union Elementary. Agencies include Tulare County Health and Human Services, Family Services of Tulare County, Family HealthCare Network, Family Resources Services of Dinuba, Dinuba PD, Tulare County Sheriff's Department, Dinuba Unified School District, SkillsUSA Dinuba Chapter, and Dinuba Children's Services.
The FUEL Expanded Learning Program and the Monson Sultana Elementary Administration will meet weekly/biweekly to mainitain the quality and effiecency of the program.

10—Continuous Quality Improvement

Describe the program's Continuous Quality Improvement plan.

All collaborative partners are required to take part in supporting the continuous quality improvement goals of the site. Improvement of the program quality and design is continual. A meeting between the CBO and school site administrators will take place weekly. FUEL Administration team members are scheduled to meet every other week. In addition, unscheduled meetings and discussions happen regularly to communicate day-to-day improvement. This includes all collaborative partners, students, parents, teachers, community members, and school administrators. Evaluation and assessment surveys are given at the beginning, middle, and end of each year. Surveys are taken by

students, parents, teachers, and community members. The collection of surveys allows both the CBO and school site administrators to make effective assessments to support the targeted audience of the expanded learning opportunities program.

11—Program Management

Describe the plan for program management.

The Monson Sultana Joint Union Elementary has contracted the FUEL Expanded Learning Program, a local Community-Based Organization specializing in Expanded Learning Program design. An Agency Agreement is in place to support the collaboration and best practices of program design and support.

The CBO will work collaboratively with the school's administration to implement and meet the local needs of the school and community. The FUEL Chief Executive Officer is dedicated to managing and overseeing reporting documentation and meeting ELO state standards, and guidelines, and preparing reporting for categorical program monitoring. Although Expanded Learning Opportunities Program guidelines are still in the making, FUEL has decided to take precautions and model the ELO program according to ASES guidelines and expectations.

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

To best serve the community of Monson Sultana, it has been decided to contract the FUEL Expanded Learning Program to create one comprehensive program to provide the best out of school time. Both ASES and ELO programs will mirror one another when it comes to attendance reporting and program documentation.

The FUEL ELO program funding will:

- Add additional classrooms to serve Transitional kindergarten, kindergarten, and additional classes to serve waitlist students interested in participating in the FUEL ASES program.
- Hire additional staff to serve and meet the TK-k requirements of 10:1.
- Hire a part-time Expanded Learning Secretary to assist with coordinating student safety, program scheduling, and attendance monitoring.
- Schedule, plan and hire Project base learning educators and intervention teachers (Credentialed and non-credentialed)
- Provide opportunities for MS certificated teaching staff to teach extended day enrichment academic activities
- Cover cost of Summer School Extended Day program
- Provide opportunities for student study trips
- Coordinate and provide: Sports Clinics, Youth Leadership Conferences, and other workshop programs.
- Funding will also create opportunities for Monson Sultana FUEL students to participate in county and state-wide conferences that build leadership skills, and social skills and create opportunities for positive growth.
- Create and develop trade work skills programs that support student interest and assist with building student work skills such as communication, taking initiative, responsibility, and follow-through

Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

The FUEL ELO program will work to build an exceptional comprehensive Transitional Kindergarten and Kindergarten program. The FUEL ELO program TK-K program will have two team members assigned to design and implement services for these littles. A 10:1 ratio will be maintained to provide the best services for this group of students.

The FUEL Program Chief Executive Officer has recruited and prepared a team of staff members that meet the mission and vision of the FUEL Expanded Learning Program. All individuals meet the paraprofessional requirements (High School diploma, 48 college credits, or NCLB, TB tested, and Department of justice fingerprints). New hires are trained and must complete twenty hours of shadowing, CPR first aid certification, classroom management, and lesson plan

training and implementation prior to teaching. FUEL Administrators will host and plan ongoing professional development and support services for the instructional growth of the FUEL team members.

FUEL Program team members' work hours are as followed: Tk-k FUEL Expanded Learning Educators (ELO Teachers)
Monday- Friday
1:45p.m.- 2:00p.m. Prep Time
2:00p.m.- 5:00p.m. Program Hours
5:00p.m.- 5:45p.m. Prep Time

The FUEL program curriculum and program elements will be selected and aligned according to the ELCAP goal and assessments to support student academic growth. The curriculum will support 21st-century learning skills and align with common core state standards. Activities will be quality hands-on learning experiences that foster social skills and support academics.

Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

Regular School Day Program Schedule

TK- K Program Schedule
8:30a.m.- 2:00p.m. Regular School Day Hours
2:00 p.m.- Student will arrive at the ELO-P program, Sign In, and Mental Health Check-In
2:20 p.m.- Homework Assistance and Support, Lexia, Silent Reading
3:00p.m.- Supper. Students will transition to the Cafeteria for Supper Meal.
3:30 p.m.- Rotation 1: Academic Support (ELA, Math)
4:00 p.m.- Rotation 2: Academic Support (ELA, Math)
4:30p.m. Enrichment Academies (Science, Engineering, Art, Nutrition, Physical Fitness, Dance, and more)
5:00p.m. Dismissal

1st- 8th-grade Program Schedule
Monday (Early Release Day)
8:20p.m- 2:10p.m. Regular School Day Resumes
2:10 p.m.- Student will arrive at the ELO-P program, Sign In, and Mental Health Check-In
2:10 p.m.- FUEL Mental health (SEL Program, Character Counts)
2:30 p.m. Sparks PE
3:00p.m.- Supper. Students will transition to the Cafeteria for Supper Meal.
3:30 p.m.- Homework Assistance and Support, Lexia, Silent Reading
4:20 p.m.- Enrichment Academics (Science, Engineering, Art, Nutrition, Physical Fitness, Dance, and more) Extended ELO Classes are offered to all students enrolled and registered in FUEL
5:15 p.m. - Academic Support (ELA, Math)
6:05p.m. Dismissal

Tuesday- Friday Program Schedule
8:20p.m- 3:05p.m. Regular School Day Resumes
3:05 p.m.- Student will arrive at the ELO-P program, Sign In, and Mental Health Check-In
3:05p.m.- Supper. Students will transition to the Cafeteria for Supper Meal.

3:30 p.m.- Homework Assistance and Support, Lexia, Silent Reading
4:20 p.m.- Enrichment Academics (Science, Engineering, Art, Nutrition, Physical Fitness, Dance, and more) Extended ELO Classes are offered to all students enrolled and registered in FUEL
5:15 p.m. - Academic Support (ELA, Math)
6:05p.m. Dismissal

Summer School Program Schedule
8 a.m. -1:00 p.m. Summer School Academic Support with Credentialed teachers
1:00p.m. – Student check-in
1:00 p.m.- 1:30 p.m. – Homeroom Teacher (Check-in, Ice breakers, Team Building, Mindset, Garden)
1:30p.m.- 2:30p.m. – Rotation 1
2:30p.m.- 2:45p.m.- Snack (*Cafeteria)
2:45p.m.- 3:45p.m. -Rotation 2
3:45p.m.- 4:00p.m. – Homeroom Teacher/ Debrief

Intersession Program Schedules may vary according to program/event type
8:00a.m.- 5p.m.

Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b)(2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

EC Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary
July 25, 2023

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**9.8 UTK CURRICULUM**
ATTACHMENTS:	**TEACHING STRATEGIES - THE CREATIVE CURRICULUM FOR TK GUIDED EDITION** **QUOTE 2 YEARS** **QUOTE 5 YEARS**

DISCUSSION:

Under the Universal Transitional Kindergarten (UTK) guidelines, the California Preschool Curriculum Framework must have a curriculum that supports the new UTK standards and expectations. With the new UTK guidelines, districts must have a curriculum to help support the inquiry process and social skills that is the focus of UTK guidelines. Teaching Strategies curriculum supports the environmental design for UTK and is a series of thematic units. In addition, the final unit under this TK curriculum is set to prepare students for Kindergarten. This curriculum will also support the new assessment system DRDP that the learning genie program will support throughout the year.

RECOMMENDATION:	**The Superintendent recommends that the Board approve the UTK Curriculum for 5 years.**
PROPOSED ACTION:	**APPROVE**

TeachingStrategies®
for Early Childhood

QUOTE Q-256948

TEACHING STRATEGIES, LLC ("TS")
4500 EAST-WEST HIGHWAY, SUITE 300
BETHESDA, MARYLAND 20814
301-634-0818

Customer/Subscriber Name: Monson Sultana Joint Union ESD
Customer/Subscriber Number:
Contact Name: Melissa Valdez
Contact Email:
Contact Title: Director of Instruction/Curriculum

Prepared by: Dean Irvin
dean.i@teachingstrategies.com
Expiration Date: 07-05-2023
Subscription Term: 08/01/2023 - 07/31/2028

SUMMARY

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
CCTKCA-PrintDig The Creative Curriculum® for Transitional Kindergarten, California English	$5,975.00	1	$5,975.00
38165 The Essentials Kit	$980.00	1	$980.00
		Subtotal:	$6,955.00
		Shipping:	$303.82
		Tax:	$138.70
		Total:	$7,397.52

BILL TO

Billing Client:	Monson Sultana Joint Union ESD
Billing Street:	10643 Avenue 416
Billing City:	Sultana
Billing State:	California
Billing Postal Code:	93666
Billing Country:	United States

SHIP TO

Ship to Org:	Monson Sultana Joint Union ESD
Ship to Attn:	Jennifer Melban
Shipping Address Line 1:	10643 Ave 416
Shipping Address Line 2:	
Shipping Address Line 3:	
Shipping City:	Sultana
Shipping State:	California
Shipping Postal Code:	93666
Shipping Country:	United States
Shipping Type:	Standard

MONSON-SULTANA JOINT ELEMENTARY UNIFIED SCHOOL DISTRICT

Board Meeting Agenda Item Summary

July 25, 2023

AGENDA SECTION: CONSENT

AGENDA ITEM: 9.9 ERS LIBRARY MEDIA SERVICES CONTRACT

ATTACHMENTS: PROPOSED CONTRACT

DISCUSSION:

The attached contract with Tulare County Superintendent of Schools is for Library Media Services. This is a renewal of a contract that the district participates in each year. ERS provides a variety of services to our library, technology, and classrooms. Cost is based on ADA, total cost of $5,040.56 to be funded with LCAP Supplemental/Concentration funds..

RECOMMENDATION: **The Superintendent recommends that the Board approve the attached contract for services.**

PROPOSED ACTION: **APPROVE**

AGENCY AGREEMENT 240037

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Monson-Sultana Joint Union School District**, referred to as **DISTRICT**.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as	**and shall expire on ,**
7/1/2023	6/30/2024

2. **SERVICES**: DISTRICT shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES: DISTRICT shall pay SUPERINTENDENT** for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of $ 5,040.56

4. **METHOD OF PAYMENT:**

   a. **SUPERINTENDENT must submit itemized invoices to DISTRICT** for the cost of the services.

   b. **SUPERINTENDENT** is responsible for maintaining verifiable records for all expenditures.

5. **INDEMNIFICATION: SUPERINTENDENT** and **DISTRICT** shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **SUPERINTENDENT** or **DISTRICT** or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions indicate their agreement by their authorized signatures below.

DISTRICT
Roberto Vaca, Superintendent
Monson-Sultana Joint Union School District
PO Box 25
Sultana, CA 93666

SUPERINTENDENT
Tim A. Hire, Superintendent
Tulare County Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

SUPERINTENDENT

Signature Tim A. Hire

Date 5/5/2023

DISTRICT

Signature Sign

Date

TCOE Program Information

Contact Person: Sara Torabi

Telephone: (559) 651-3031

Department/Program: ERS Library

Please return an original copy to: Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

1. RESPONSIBILITIES OF DISTRICT:

(Please provide a detailed description of services and deliverables to be provided by Monson-Sultana Joint Union School District.)

Sites Covered: Monson-Sultana School (TK-8).

DISTRICT agrees to:

1) Respond to SUPERINTENDENT'S email request to update the previous year's DISTRICT staff list within a month of the start of the school year, for ERS Portal username and password assignments. Initial email will be sent by Sara Torabi; return all changes and updates to sara.torabi@tcoe.org. If you have additional questions about submission or format, please call 559-651-3031.

2) Reimburse SUPERINTENDENT for the replacement value of any item lost, destroyed, or stolen; and pay for repair costs for items damaged while in its possession.

3) Understand and acknowledge that copying of any materials owned or licensed by SUPERINTENDENT under this agreement is prohibited by federal copyright laws. This includes, but is not limited to, videotaping, audio taping, and photocopying.

4) Contact Debra Lockwood, Library Media Supervisor, if there are any questions or concerns about the terms of this agreement at 559-651-3042 or debra.lockwood@tcoe.org.

2.RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

SUPERINTENDENT agrees to:

1) Provide online access to the Educational Resource Services Multimedia Portal. Digital resources, with correlations to the California Standards, include licensed video streaming, research and reference sources for students, digital books (many with audio and/or visual enhancement), curriculum builder and differentiation tools.

a) SUPERINTENDENT will provide each teacher and administrator with a username and password to the ERS Portal for access to online subscription content and to reserve circulating collection materials. Each school will be provided a generic student login, allowing students access to resources at school and at home; parents have access to the ERS Portal via their student's login. Login credentials are site/program specific and should only be shared with staff and students at the sites listed in this contract.

b) Annual on-site ERS Portal Presentations, digital citizenship, and information literacy training are available for DISTRICT staff upon request.

2) Provide circulating access to educational resource materials including print media, STEM kits, robotics, primary document reproductions, art prints, and realia.

a) Print media includes core and extended literature in English and Spanish, fiction, informational text, Big Books, and professional development titles.

b) Small group and classroom book/multimedia kits are available, with the option of requesting a customized book/multimedia bundle.

c) In-person access to media at the ERS Library and Multimedia Center is available year-round: Monday – Friday, 8:00 am – 5:00 pm (closed TCOE observed holidays).

d) According to the delivery schedule, SUPERINTENDENT staff will deliver and pick up circulating materials when materials have been reserved or a pickup has been requested.

e) DISTRICT staff will reserve materials online, by phone, or in person prior to the scheduled delivery day.

f) DISTRICT staff will renew their checkouts or return circulating items to a centralized location at their site and submit a pickup request by the due date.

3) Provide the services of the ERS Library Media Supervisor, a credentialed librarian and holder of the Library Media Teacher Services Credential, as "Librarian of Record" for any DISTRICT that does not employ a credentialed librarian. Ed Code 44868 allows a DISTRICT to employ non-credentialed personnel to assist in the provision of school library services, however these individuals do not supersede the Ed Code requirement that a credentialed librarian provide oversight of school library services. This agreement further fulfills the DISTRICT's obligation under Education Code, sections 18100 and 18120. A DISTRICT is in compliance with the law when it contracts for library services with SUPERINTENDENT for the services of a credentialed librarian.

4) Provide consultant services relative to the development of library programs, including library facility planning and training of library personnel in provision of library services. These include the use of digital resources, library management software training, and collection development.

(a) DISTRICT will be invited to send library personnel from each contracting site to participate in the ERS Library & Multimedia Center's bi-monthly Library Multimedia Network meetings dedicated to developing Future Ready school library programs, exploring new technologies, and discovering how to promote and use the ERS Portal digital resources.

5) Provide technology education and training to support DISTRICT needs.

(a) The ERS Library's Instructional Technology Specialists will maintain a collection of pre-recorded training videos to be accessed via the ERS Portal and available to all DISTRICT staff at no charge.

(b) The ERS Library's Instructional Technology Specialists will host twice monthly virtual office hours to answer DISTRICT staff on a variety of pre-determined topics.

(c) Work plans are available at an additional fee for customized on-site or virtual technology professional development.

(d) Paid training opportunities for classified and certificated staff will be offered throughout the school year.

6) The Library and Multimedia Center's Teacher Resource Center (TRC) is open extended hours beyond the classroom day to accommodate teaching schedules. Contracting DISTRICT staff may bring their own supplies and use TRC equipment. Equipment includes a poster printer, 27" and 42" laminators, color and B&W photocopiers, 1.25" and 3" button makers, as well as 1000+ Ellison and AccuCut die-cut shapes. Contracting sites pay a reduced fee for TRC materials.

(a) The TRC sells pre-designed posters and ready-to-go packs of classroom support materials

(b) The TRC staff can print posters designed by teachers or design posters and other materials to teacher specifications (at an additional fee for SUPERINTENDENT staff time).

(c) TRC-made materials including posters, ready-to-go packs, and other classroom support materials can be delivered after completion on the next scheduled delivery day or by mail (postal shipping fee will apply).

FEE SCHEDULE

The contract total for services to be provided are estimated to be

SUPERINTENDENT will estimate the agreement fee using the Average Daily Attendance (ADA) from the previous school year's LCFF Summary Data Second Principal Apportionment (P-2). DISTRICT will be invoiced based on the ADA reported for the First Principal Apportionment (P-1) x $11.25. The minimum agreement for a single school site with an ADA ≤ 86 is $967.50.

Estimate: $11.25 x 448.05 ADA = $5,040.56

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)

Exhibit (B)

Exhibit (C)

Exhibit (D)

MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary

July 25, 2023

AGENDA SECTION: CONSENT

AGENDA ITEM: 10.0 AUTHORIZATION OF VENDOR PAYMENTS REPORTS DATED JUNE 30, 2023 THROUGH JULY 14, 2023

ATTACHMENTS: ACCOUNTS PAYABLE FINAL REPORTS

DISCUSSION:

The attached Accounts Payable Final Reports dated June 30, 2023 through July 14, 2023 are for expenditures after June 20, 2023 and before July 14, 2023.

RECOMMENDATION: **The Superintendent recommends that the Board APPROVE the Accounts Payable Final Reports.**

PROPOSED ACTION: **APPROVE**

| 29 | Monson-Sultana Jt. Union Elem. School District | | | | | | | | | | | Total Payments Report | | | | | | | | | | |

| | | |

Monson-Sultana Jt. Union Elem. School District — **Total Payments Report** — Report Date: 07/14/2023

Detailed Subtotaled by Vendor — 2:15:15 PM

DatePaid between 06/20/2023 and 07/14/2023

| | | |

| | | |

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MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting Agenda Item Summary
July 25, 2023

AGENDA SECTION: **PERSONNEL**

AGENDA ITEM: **11.1 PERSONNEL ORDER**

ATTACHMENTS: **NONE**

DISCUSSION:

11.1.1 Barragan, Joshua	Joshua Barragan applied, was interviewed, and is being recommended for the position of Grounds/Maintenance/Bus Driver.
11.1.2 Garza, Adrian	Adrian Garza applied, was interviewed, and is being recommend for the position of Physical Education, Instructional Assistant.
11.1.3 Huerta, Samantha	Samantha Huerta applied, was interviewed, and is being recommended for the position of Instructional Assistant, 5 hour Position.

RECOMMENDATION: **The Superintendent recommends that the Board approve the personnel order as presented.**

PROPOSED ACTION: **APPROVE**