BOARD OF EDUCATION AGENDA

REGULAR MEETING
August 12, 2025 - 5:30 PM

Niel Tam Educational Center - AUSD District Office

2060 Challenger Drive Marina Conference Room
Alameda, CA 94501

Regular meetings held in Council Chambers will be recorded and broadcast live on Comcast, Channel 15

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.
Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b).
Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes.

Closed Session Items: may be addressed under Public Comment on Closed Session Topics.

Non Agenda and Consent Items: may be addressed under Public Comments.

Agenda Items: may be addressed after the conclusion of the staff presentation on the item.

A. CALL TO ORDER

1. Public Comment on Closed Session Topics: The Board will hear public comments on Closed Session agenda items in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive). The Board of Education Reserves the Right to Limit Public Comment to 10 Minutes. For members of the public who are unable to log in or attend in person, please send public comments related to Closed Session agenda items to: klonergan@alamedaunified.org. Public comments received prior to 5:00 PM on Monday, August 11, 2025 will be distributed to Board of Education members prior to the meeting.

2. Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

   Conference with Labor Negotiators - Pursuant to Subdivision 54957.6:

Agency designated representative: Timothy Erwin, Assistant Superintendent, Human Resources:

Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

Request to Hear Appeal of Uniform Complaint (Govt. Code, §54957, subd. (b) (1)): (1 Appeal Request):

1) Complaint #25-0010

3. **********

Reconvene to Public Session - 6:30 PM - Marina Conference Room
(Niel Tam Educational Center - 2060 Challenger Drive)

Alameda Unified School District encourages public participation in person or remotely.

In Person Participation
Meeting locations are listed at the top of the agenda.
A speaker slip must be submitted to speak on any item in person.

Remote Participation via Teams on a Computer/Smart Phone/Device
Ensure you are using the most current version of the Teams app or an updated web browser. Certain functionality may be disabled if the app or browser are not updated.

Register using the link below. Click "raise hand" when you wish to speak on an item and click "unmute" once you have been called to speak.

Microsoft Teams
Join the meeting now
Meeting ID: 248 281 401 887 3
Passcode: yB7cU7qW

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To view the live stream of the public meeting at 6:30pm,
please log onto the Microsoft Teams link above.

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4. Introduction of Board Members and Superintendent - Marina Conference Room of the Niel Tam Educational Center (2060 Challenger Drive)
5. Pledge of Allegiance - Board Member Jennifer Williams will lead the Pledge of Allegiance
6. Closed Session Action Report

B. MODIFICATION(S) OF THE AGENDA - The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action

C. APPROVAL OF MINUTES

1. Minutes from the May 13, 2025 Board of Education Meeting will be considered (5 Mins/Action)

D. COMMUNICATIONS

1. Public Comments - This public comment period is for items not listed on the agenda but that are under the Board's jurisdiction. Members of the public can join the meeting in person or from their computer, tablet or smartphone. Please submit a speaker slip (in person) or use the "raise your hand" feature (Microsoft Teams). Once public comments begin, additional speaker slips and raised hands will not be accepted. If we experience technical difficulties or if there is a disruption, the Board may discontinue online public comments at any time. If a member of the public is unable to join the meeting, they may send their comments to: klonergan@alamedaunified.org.
2. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
3. Report from Employee Organizations - Representatives from the District's employee organizations may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. Alameda Education Association (AEA); California School Employees Association Chapter 27 (CSEA 27); California School Employees Association Chapter 860 (CSEA 860) (5 Mins Each/Information).
4. PTA Council Report - Representatives from the District's PTA Council group may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. (5 Mins/Information)
5. Board Members' Report - Board of Education Members may make announcements or provide information to the Public in the form of an oral report. The Board will not take action on such items. (5 Mins Each/Information)
6. Superintendent's Report - The Superintendent of Schools may make announcements or provide information to the Board and Public in the form of an oral report. The Board will not take action on such items.

E. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval of Bill Warrants and Payroll Registers
5. Approval of CSBA Recommended Updates to Board Policies
6. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
7. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
8. Approval of Memorandum of Understanding with Colleges and Universities for Student Teacher, School Psychologist, Counselor, and Administrative Interns
9. Approval of Quarterly Report on Williams Uniform Complaints: April - June 2025
10. Ratification of Contracts Executed Pursuant to Board Policy 3300
11. Resolution No. 2025-2026.01 Appointing Co-Chairs and Members of the Pupil

Disciplinary Hearing Panel(s) for the 2025-26 School Year

12. Resolution No. 2025-2026.02 Approval of Budget Transfers, Increases, Decreases

F. GENERAL BUSINESS – Informational reports and action items are presented under General Business. The public may comment on each item listed under General Business as the item is taken up. The Board reserves the right to limit public comment on General Business items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

1. 45 Day Budget Revision and Update on the Enacted State Budget for Fiscal Year 2025-2026 (10 Min/Information)
2. Heat Mitigation in Classrooms: Implementation Update (10 Mins/Information)
3. Federal Policy and Direction in Education: Current Considerations for AUSD (10 Mins/Information)

G. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Item Type: Closed Session

Background: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Labor Negotiators - Pursuant to Subdivision 54957.6: Agency designated representative: Timothy Erwin, Assistant Superintendent, Human Resources:

> Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

Request to Hear Appeal of Uniform Complaint (Govt. Code, §54957, subd. (b) (1)): (1 Appeal Request):

> 1) Complaint #25-0010

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle:

Submitted By:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Minutes from the May 13, 2025 Board of Education Meeting will be considered (5 Mins/Action)

Item Type: Action

Background: Staff has prepared minutes following Board Bylaw 9324 – Minutes and Recordings:
In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

Minutes coming to the Board for approval are:

- May 13, 2025 Regular Board Meeting

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

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ATTACHMENTS:

	Description	Upload Date	Type
🗋	Unadopted minutes from May 13, 2025	8/8/2025	Backup Material

BOARD OF EDUCATION MEETING
May 13, 2025
Regular Meeting of the Board of Education
Niel Tam Educational Center
2060 Challenger Drive
Alameda, California 94501

UNADOPTED MINUTES

REGULAR MEETING: The regular meeting of the Board of Education was held at the date and location mentioned above.

A. CALL TO ORDER

1. Call to Order
   Board Member Jennifer Williams called the meeting to order at 6:30pm.

2. Pledge of Allegiance
   Board Member Jennifer Williams led the Pledge of Allegiance.

3. Introduction of Board Members and Staff:
   Board of Education Members present: Board President Gary K. Lym, Board Vice President Ryan LaLonde, Board Clerk Heather Little, Board Trustee Jennifer Williams, and Board Trustee Meleah Hall.

   Student Board Member Eugene Kruger (EJSHS) was present.

   Student Board Members Lianna Lau (ASTI) and Tabitha Kim (AHS) were absent.

   AUSD staff members present: Superintendent Pasquale Scuderi, Assistant Superintendent, Human Resources, Timothy Erwin; Assistant Superintendent, Business Services Shariq Khan; Assistant Superintendent, Educational Services, Kirsten Zazo; Senior Manager of Community Affairs, Susan Davis and Senior Executive Assistant to the Superintendent, Kerri Lonergan.

4. Closed Session Action Report:
   The Board did not have a Closed Session tonight, so no action was taken.

B. MODIFICATION(S) OF THE AGENDA:

There were no modifications to the agenda.

C. APPROVAL OF MINUTES

The minutes from the March 25, 2025 Board of Education meeting were considered for approval.

Motion to approve the minutes from the March 25, 2025 Board of Education meeting.

MOTION: Member Lym **SECONDED:** Member Little

STUDENT BOARD MEMBER VOTES
AYES: Student Board Member Kruger
NOES:
ABSENT: Student Board Members Kim and Lau

BOARD MEMBER VOTES
AYES: Members Lym, Williams, LaLonde, Hall, and Little
NOES:
ABSENT:

MOTION APPROVED

D. COMMUNICATIONS

1. Public Comments on Non-Agenda Items:

Jenny Zippen, teacher, Paden Elementary School: Ms. Zippen asked the Board to pay teachers what they are worth in order to support staff to help facilitate a healthy, safe, and inclusive learning environment.

Wendy Davis, PTA President, Paden Elementary School: Ms. Davis explained what the PTA funds at Paden Elementary School. Ms. Davis also thanked Superintendent Scuderi for coming to the site to meet with Paden staff last week. Ms. Davis asked the Board to consider funding a Reading Specialist for the site.

Jin Chen, parent of student at Paden Elementary School: Ms. Chen stated the class sizes are too big at the school, and there is a need for more staff members. Ms. Chen stated her child's class started the year with 18 students and now they are up to 23 students (maximum class size is 25). Ms. Chen stated students new to the school often were disruptive and this interferes with other students and their ability to learn.

Gaby Taylor, parent of student at Paden Elementary School: Ms. Taylor stated her older child had the benefit of having a dedicated staff member to support reading intervention. Ms. Taylor stated her child made incredible progress due to this level of support. Ms. Taylor stated she didn't think the Paden PTA should have to worry about raising money to support this position.

Emily Capello, parent of student at Paden Elementary School: Ms. Capello stated she had the privilege of being able to meet Superintendent Scuderi two years ago in a meeting for Paden parents. Ms. Capello stated her children have been very lucky to have the extremely good teachers they have had at Paden, and she recognized that she is a parent that has a lot of privilege. Ms. Capello stated she can take time off work to attend meetings like this one and the one held two years ago. Ms. Capello asked the Board to consider funding the Reading Intervention position at Paden.

Martha Silver, parent of student at Alameda High School: Ms. Silver previously came to a Board meeting to talk about her child's negative experience at Alameda High. Ms. Silver also wanted the Board to know that

her child was prevented from going to his Senior Prom due to absences. Ms. Silver stated her child's absences stemmed from bullying happening on campus. Ms. Silver asked the Board to consider letting her child attend his Senior Prom.

Travis Wilson, representative of Alameda Flag Football League: Mr. Wilson asked the Board what it would take for his organization to be granted Tier 2 status in regard to the rental of AUSD's facilities. Mr. Wilson stated there is not any information listed on the website on how this process works.

2. Written Correspondence:
The Board received one email in regard to General Business item #1: Staff Recommendation for Middle School Social Studies and Secondary World Language (French and Spanish) Curriculum Adoptions.

3. Report from Employee Organizations:
Martha Zenk, President AEA: Ms. Zenk ceded her time to Jenny Zippen, a teacher from Paden Elementary School. Ms. Zippen reiterated her comments earlier by asking the Board to help the District raise the pay for teachers and other staff who have dedicated their lives to helping children succeed.

Ms. Zenk then agreed with the comments from Ms. Zippen. Ms. Zenk explained that she feels very protective over the teachers in AUSD, and she is forever hearing about the quality of education Alameda's students are getting. Ms. Zenk stated we can't improve the quality of teaching without improving the conditions teachers are forced to deal with.

4. Report from PTA Council:
Katie Honegger, PTA Council President: Ms. Honegger expressed appreciation for the district's PTA presidents, recognizing them as key contributors alongside teachers and administrators. She named each president individually, representing schools across the district, and acknowledged their leadership in managing a combined budget of over $1 million and coordinating thousands of volunteer hours in support of students, staff, and schools. Their efforts were highlighted as having a significant positive impact throughout the year. She concluded by announcing that the final PTAC Association meeting will be held online on May 14 at 7:00pm, during which new officers for the coming year will be elected.

5. Board Members' Report:
Board Vice President Ryan LaLonde: Board Vice President Ryan LaLonde expressed appreciation for the communications sent from both school sites and district administration during the busy end-of-year period. He emphasized the importance of these messages in providing reassurance to parents and encouraging their active participation in supporting school efforts. Such communications were noted as helping reinforce the work taking place on campuses. He encouraged staff to continue sharing these valuable updates.

Board Member Meleah Hall: Board Member Meleah Hall recognized the dedication and hard work of educators across the district, noting the extensive effort that goes into lesson planning, including preparing substitute lesson

plans when ill. She highlighted that the expertise many educators possess could be comparable to earning a Ph.D., underscoring the depth of their commitment. Hall also praised the powerful educational experiences students are receiving, referencing her attendance at the Envisioning Dr. Martin Luther King Jr.'s Beloved Community speaking competition on April 27. She shared impactful student quotes from the event, including "It's a privilege to have dirty dishes" and reflections on veterans with mental health issues, noting that such thoughtful insights are a testament to the supportive and empowering environments created in classrooms.

She also described attending a tree planting event at Ruby Bridges Elementary, reflecting on the remarkable ability of kindergarten teachers to organize and engage young students. During the event, students reacted with joy upon seeing the roots of a removed tree, capturing the excitement and curiosity that educators inspire in their students. Hall expressed deep appreciation for the work of teachers at all grade levels and the meaningful experiences they create both inside and outside the classroom.

6. Superintendent's Report:

Superintendent Pasquale Scuderi addressed concerns raised by staff and parents at Paden Elementary, particularly regarding perceptions that the school serves as an overflow site. He clarified that no formal designation exists, though a notable increase in post–September 1st enrollments—especially in third grade—has impacted the school. Over the past two years, both Paden and Ruby Bridges have received the most late-enrollments, a pattern determined by available seating rather than intentional placement. Scuderi acknowledged the challenges these circumstances create, especially given that 178 Paden students qualify for supplemental services under the LCAP formula, and emphasized that additional literacy and mathematics supports are under consideration.

Superintendent Scuderi noted that funding decisions often require re-allocating existing resources, citing Ruby Bridges as an example where innovative program dollars were redirected toward literacy needs. Potential next steps for Paden will involve reviewing current expenditures, identifying possible new funding, and awaiting updates from the governor's budget to determine if additional grants or block funding will be available. The district's broader instructional focus for next year will be pre-K through third-grade literacy and grades four through eight mathematics. Scuderi referenced the April 15 presentation, which outlined both the extensive needs identified by the community and the uncertainty surrounding the long-term funding of several existing positions. He reaffirmed a commitment to ongoing data review, collaboration with the school's leadership, and continued communication as part of district-wide planning.

Superintendent Scuderi also introduced Jorge Wahner as AUSD's new Senior Director of Special Education. Jorge was previously a Coordinator in the Special Education division for AUSD, and Superintendent Scuderi asked the Board and audience help him in welcoming Jorge to his new role.

7. Student Board Member Report:

Student Board Member Eugene Kruger (EJSHS): Encinal Jr. & Sr. High School Student Board Member Eugene Kruger reported that the past two weeks have been focused on AP testing. He extended well wishes to students completing their final exams over the next three days and expressed appreciation to all test proctors, with special recognition for Ms. Sackett for her quick problem-solving during a technical issue with the AP French Language and Culture exam.

E. ADOPTION OF THE CONSENT CALENDAR

1) Certificated Personnel Actions
2) Classified Personnel Actions
3) Approval and Acceptance of Donations
4) Approval of Bill Warrants and Payroll Registers
5) Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
6) Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
7) Approval of Memorandum of Understanding with the Contra Costa County Office of Education (CCCOE) for Teacher Induction Program
8) Proclamation: Harvey Milk Day - May 22, 2025
9) Ratification of Contracts Executed Pursuant to Board Policy 3300
10) Resolution No. 2024-2025.67 Approval of Budget Transfers, Increases, Decreases
11) Resolution No. 2024-2025.68 Authorization to Dispose of Surplus Property
12) Resolution No. 2024-2025.69 Approval of Revised Easement Quit Claim Deed

Motion to adopt the Consent Calendar.

MOTION: Member Little **SECONDED:** Member Lym

STUDENT BOARD MEMBER VOTES
AYES: Student Board Member Kruger
NOES:
ABSENT: Student Board Members Kim and Lau

BOARD MEMBER VOTES
AYES: Members Lym, Williams, LaLonde, Hall, and Little
NOES:
ABSENT:

MOTION APPROVED

F. GENERAL BUSINESS

1. Staff Recommendation for Middle School Social Studies and Secondary World Language (French and Spanish) Curriculum Adoptions

Shana Riehart, Coordinator of Language and Literacy, along with teachers Judy Ganley and Eric Lowy brought this presentation and recommendation to the Board.

For the 6th & 7th Grade Social Studies Curriculum Adoption, the steps taken were:

- Process History: Began prior to pandemic, paused, resumed 2023–2024.
- Committee Work: Teachers, district staff, and special education reps created an evaluation rubric; reviewed Discovery Education, McGraw Hill, National Geographic, Savvas, and TCI.
- Top Selections: Discovery Education, Savvas My World, and TCI identified for piloting in 2024–2025.
- Pilot Structure: One pilot teacher per grade level; all staff invited to vendor trainings and encouraged to give feedback.
- Feedback Sources: Rubric evaluations combined with peer input and student surveys from pilot classrooms.
- The team recommended that AUSD adopt TCI for 6th and 7th Grade Social Studies Curriculum Adoption.

For World Languages – French & Spanish (Grades 6–12), the steps taken were:

- Process History: Work began in 2024–2025 school year.
- Committee Work: Spanish and French teachers from middle and high schools formed a committee; developed an evaluation rubric.
- Vendors Reviewed: CLT, World Languages, Vista Higher Learning, and VOSES.
- Top Selections for Pilot:
    - *Spanish* – Senderos (Vista Higher Learning)
    - *French* – Sésame (Vista Higher Learning)
- Pilot Timeline: Began January 2025.
- Evaluation Criteria: Connections, culture, communication techniques, assessment, and alignment with California World Language Standards.
- Feedback Sources: Rubric evaluations, student surveys, and community input.
- The team recommended that AUSD adopt: *Senderos* for Spanish and *Sésame* for French.

Board members commented on the complexity of the graphing presented, noting it was an unexpected but engaging way to view the data. They inquired whether each pilot teacher worked with all the curricula or only one and were informed that all teachers piloted each curriculum. Board members acknowledged the significant amount of work this entailed and expressed appreciation for the effort.

They emphasized the importance of selecting the best curriculum for students and for providing teachers with materials that diversify instructional skill sets. One Board member also reiterated ongoing frustration that Wood Middle School does not currently offer world languages, noting this has been a long-standing concern.

This is an informational item and will be brought back for Board approval on the consent calendar of the May 27th BOE meeting.

2. 2025-2026: Budget Adoption Process - Budget Assumptions, Site Discretionary Funds, Categorical Programs, and Parcel Taxes

Assistant Superintendent Shariq Khan gave the Board a presentation intended to provide a comprehensive overview of key components in the proposed 2025–2026 budget. Topics will include:

- Budget assumptions used to estimate revenue
- Staffing and discretionary funding for school sites
- State and federal Categorical Programs
- Local Parcel Tax revenue and spending

Budget assumptions help the district estimate how much funding will be available for the next school year. Some of these assumptions are based on projections from the State, such as the cost-of-living adjustment (COLA) and pension contribution rates. Others, like enrollment and average daily attendance, are forecasted by the district based on local data.

The presentation explained how staffing is allocated to each school site and how discretionary funds—which schools can use to support site-specific priorities—are distributed. This ensures that all schools are resourced based on consistent, districtwide standards.

The district receives additional funding through federal and state Categorical Programs, which are designed to support the unique needs of students not fully served by general education funding. Each school accounts for these funds through their Single Plan for Student Achievement, ensuring the funds are used to meet student needs effectively.

Finally, local parcel taxes are an essential funding source for our schools. Tonight's presentation included a breakdown of how parcel tax revenues are used and the important role they play in supporting district programs and balancing the overall budget.

A public hearing on the full 2025–2026 budget will take place at the Board of Education meeting on June 10, 2025. The Board will be presented the budget for adoption at its June 24, 2025 meeting.

3. Island High School: Reimaging Continuing Education in Alameda Unified School District (AUSD)

Vernon Walton, Ed.D., Director of Secondary Education and Jorge Melgoza, Principal of Island High School gave the Board an update on programming at Island High School.

Tonight's discussion focuses on the reimagining of Island High School, highlighting progress made in addressing the 2024 WASP recommendations and ongoing work by the redesign committee throughout the year. The conversation includes theoretical frameworks guiding the design, particularly

those aimed at supporting students academically and improving the school's culture and conditions. The committee is exploring various possibilities as they rethink and reshape the future of Island High School.

The reimagination of Island High School was prompted by the 2024 WASC report, which included three key recommendations: improving attendance, strengthening school community, and increasing parent and community engagement. The goal is to address these areas through responsive strategies aimed at enhancing academic outcomes, building career readiness, and fostering a positive school culture with stronger community involvement. Principal Melgoza provided the Board with an update on the ongoing work related to these objectives.

A Board member expressed strong enthusiasm for the presentation and the ideas being proposed, praising the early positive changes observed during a recent Community Day. The Board member commended Principal Melgoza's engagement with students and noted a noticeable shift in school culture marked by high expectations and a belief in student success. The Board member also emphasized the importance of incorporating connections to the local trades community, highlighting existing partnerships eager to provide students with new learning opportunities. They stressed that including trades as part of 21st-century learning is essential and expressed eagerness to see future updates on the program's progress.

G. ADJOURNMENT – Board Member Jennifer Williams adjourned the meeting at 8:45pm.

Respectively Submitted,

Kerri Lonergan
Senior Executive Assistant
Alameda Unified School Distric

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Certificated Personnel Actions
Item Type:	Consent
Background:	***NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.***
AUSD LCAP Goals:	
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	All positions shown are authorized by the board and are included in the 2025-2026 budget.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Certificated Personnel Actions	8/13/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Classified Personnel Actions
Item Type:	Consent
Background:	***NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.***
AUSD LCAP Goals:	
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	All positions shown are authorized by the board and are included in the 2025-2026 budget.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Classified Personnel Actions	8/13/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval and Acceptance of Donations
Item Type:	Consent
Background:	Throughout the school year, donations are routinely accepted by the District. The donations are from various sources and are commonly designated for specific schools or departments, and for specific use.
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	01 General Fund
Fiscal Analysis	
Amount (Savings) (Cost):	Will increase the revenues of the District in the amount of $9,082.10.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Summary Site Donations	8/6/2025	Backup Material

2025-2026
Summary Site Donations
July 1, 2025 - August 4, 2025

Slip Date	Site	Donor	Amount	Site Total	Total Donations
7/1/2025	Alameda HS	West Alameda County Conference	$ 181.10		
7/1/2025	Alameda HS	North Coast Section	$ 135.00		
				$ 316.10	
7/1/2025	Assessment/Testing	WestEd	$ 1,500.00		
				$ 1,500.00	
7/16/2025	Bay Farm	Bay Farm Elementary PTA	$ 6,000.00		
				$ 6,000.00	
7/3/2025	Secondary Education	William & Cynthia Schaff Trust	$ 1,000.00		
				$ 1,000.00	
6/17/2025	Wood MS	Keri Rorvik	$ 10.00		
6/17/2025	Wood MS	Kelley Jackson	$ 30.00		
6/17/2025	Wood MS	Cash	$ 226.00		
				$ 266.00	
					$ 9,082.10

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval of Bill Warrants and Payroll Registers
Item Type:	Consent
Background:	Education Code 42631 requires the Board of Education to review and approve all payments from district funds. The attached register contains all bills and warrants from June 16 - July 17, 2025 except for *sixteen (16)* redactions where posting that information would violate confidentiality.
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	01 General Fund
Fiscal Analysis	
Amount (Savings) (Cost):	Will reduce the available funds of each respective site/department budget by $23,906,541.16.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Summary of Register	8/5/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of CSBA Recommended Updates to Board Policies

Item Type: Consent

Background: Updates to Board Policies, Administrative Regulations, and Board Bylaws are provided by the California School Boards Association (CSBA) four times a year: March, June, September, and December.

The following policies have been updated to reflect NEW COURT DECISION ***(Tennessee v. Cardona)*** which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024.

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 1312.3 Uniform Complaint Procedures
- AR 1312.3 Uniform Complaint Procedures
- BP 4030 Nondiscrimination in Employment
- AR 4030 Nondiscrimination in Employment
- BP 4119.11/4210.11/4319.11 Sexual Harassment
- AR 4119.11/4219.11/4319.11 Sexual Harassment
- AR 4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures
- E1 4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures
- BP 5145.3 Nondiscrimination/Harassment
- AR 5145.3 Nondiscrimination/Harassment
- BP 5145.7 Sexual Harassment
- AR 5145.7 Sexual Harassment
- AR 5145.71 Title IX Sexual Harassment Complaint Procedures
- E1 5145.71 Title IX Sexual Harassment Complaint Procedures

These policies come into effect immediately, which makes the district's adoption of these revised policies a priority.

AUSD LCAP Goals: 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #3 - Administrators must have the knowledge, leadership skills and ability to

ensure student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

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ATTACHMENTS:

	Description	Upload Date	Type
🗋	BP 0410 Nondiscrimination in District Programs and Activities	7/30/2025	Backup Material
🗋	BP 1312.3 Uniform Complaint Procedures	7/30/2025	Backup Material
🗋	AR 1312.3 Uniform Complaint Procedures	7/30/2025	Backup Material
🗋	BP 4030 Nondiscrimination in Employment	7/30/2025	Backup Material
🗋	AR 4030 Nondiscrimination in Employment	8/5/2025	Backup Material
🗋	BP 4119.11_4219.11_4319.11 Sexual Harassment	7/30/2025	Backup Material
🗋	AR 4119.11_4219.11_4319.11 Sexual Harassment	7/30/2025	Backup Material
🗋	AR 4119.12_4219.12_4319.12 Title IX Sexual Harassment Complaint Procedures	8/5/2025	Backup Material
🗋	E 4119.12_4219.12_4319.12 Title IX Sexual Harassment Complaint Procedures	7/30/2025	Backup Material
🗋	BP 5145.3 Nondiscrimination/Harassment	7/30/2025	Backup Material
🗋	AR 5145.3 Nondiscrimination/Harassment	8/5/2025	Cover Memo
🗋	BP 5145.7 Sexual Harassment	7/30/2025	Backup Material
🗋	AR 5145.7 Sexual Harassment	7/30/2025	Backup Material
🗋	AR 5145.71 Title IX Sexual Harassment Complaint Procedures	8/5/2025	Backup Material
🗋	E 5145.71 Title IX Sexual Harassment Complaint Procedures	7/30/2025	Backup Material

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 09/24/2024 | **Last Reviewed Date:** 09/24/2024

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the ~~Governing~~ Board and the Superintendent in enacting policies and procedures that govern the district.

~~The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race; color; ancestry; nationality; national origin; immigration status; ethnic group identification; ethnicity; ag;, religion; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; reproductive health decision making; physical or mental disability; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity,; gender expression; veteran or military status; or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.~~

District programs, activities, and practices shall be free from unlawful discrimination against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; parental, marital, and family status; and veteran or military status; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

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

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other

curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

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

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

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

~~Except for allegations of sex discrimination or sex-based harassment, allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures for students, and Administrative Regulation 4030 – Nondiscrimination in Employment for employees. Complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and as specified in Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for students, and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for employees.~~

All complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures, for students, and Administrative Regulation 4030 – Nondiscrimination in Employment, for employees.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification ~~distributed pursuant to Education Code 48980~~ in accordance with Board Policy/Exhibit(1) 5145.6 – Parent/Guardian Notifications and, as applicable, in announcements, bulletins, catalogs, handbooks,

application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

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

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

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

Access for Individuals with Disabilities

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

The Superintendent or designee shall ensure that the district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids and services to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a district services, programs , or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, Communication Accessed Realtime Translation services, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, note takers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services.

Persons requesting auxiliary aids and services shall make all reasonable efforts to give the District at least ten (10) business days' notice of the need for auxiliary aids and services by submitting a written request for such services to the ADA Coordinator.

The failure to provide the District with the (10) business days' notice of the needs for an auxiliary aid or service shall not, on its own, be just cause to deny such a request. In the event a request for auxiliary aids and services is submitted within less than (10) business days' notice, the District shall still make all reasonable efforts to furnish the appropriate auxiliary aids and services.

When the District receives a request for auxiliary aids and/or services for an individual with a disability at least ten (10) business days prior to needing the aid or services, the District shall respond in writing, unless the timing of the request precludes or renders a written response

unnecessary, impractical, or unfeasible.

The district's ADA Coordinator shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

ADA Coordinator
2060 Challenger Dr.
Alameda, CA 94501
(510) 337.7101
klonergan@alamedaunified.org

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 33315	Uniform complaint procedures
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51007	Legislative intent: state policy
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Gov. Code 11000	Definitions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 54953	Meetings; Americans with Disabilities Act accessibility

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 09/24/2024 | **Last Reviewed Date:** 09/24/2024

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Board and the Superintendent in enacting policies and procedures that govern the district.

District programs, activities, and practices shall be free from unlawful discrimination against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; parental, marital, and family status; and veteran or military status; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

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

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

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

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

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

All complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures, for students, and Administrative Regulation 4030 – Nondiscrimination in Employment, for employees.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification in accordance with Board Policy/Exhibit(1) 5145.6 – Parent/Guardian Notifications and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

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

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

Access for Individuals with Disabilities

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

The Superintendent or designee shall ensure that the district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids

and services to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a district services, programs , or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, Communication Accessed Realtime Translation services, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, note takers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services.

Persons requesting auxiliary aids and services shall make all reasonable efforts to give the District at least ten (10) business days' notice of the need for auxiliary aids and services by submitting a written request for such services to the ADA Coordinator.

The failure to provide the District with the (10) business days' notice of the needs for an auxiliary aid or service shall not, on its own, be just cause to deny such a request. In the event a request for auxiliary aids and services is submitted within less than (10) business days' notice, the District shall still make all reasonable efforts to furnish the appropriate auxiliary aids and services.

When the District receives a request for auxiliary aids and/or services for an individual with a disability at least ten (10) business days prior to needing the aid or services, the District shall respond in writing, unless the timing of the request precludes or renders a written response unnecessary, impractical, or unfeasible.

The district's ADA Coordinator shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

ADA Coordinator
2060 Challenger Dr.
Alameda, CA 94501
(510) 337.7101
klonergan@alamedaunified.org

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination

Policy 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/15/2016 | **Last Revised Date:** 09/24/2024 | **Last Reviewed Date:** 09/24/2024

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

Complaints Subject to UCP

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

1. Accommodations for pregnant and parenting students (Education Code 46015)

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500,-~~52617~~ 52616.18)

3. After School Education and Safety programs (Education Code 8482-8484.65)

4. Agricultural career technical education (Education Code 52460-52462)

5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

6. Child care and development programs (Education Code 8200-8488)

7. Compensatory education (Education Code 54400)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. Course periods without educational content (Education Code 51228.1-51228.3)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, a person's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's association with a person or group with one or more of these actual or perceived characteristics (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 5 CCR 4610; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

~~Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, physical or mental disability, medical condition, , or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610~~

~~Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. Additionally, discrimination includes, but is not limited to, the Board's adoption or approval of use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library if the use would subject a student to unlawful discrimination pursuant to Education Code 220. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)~~
~~The UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)~~

11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, and students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48850, 48853, 48853.5, 48911, 48915.5, 49069.5, 51225.1, 51225.2)

12. Every Student Succeeds Act (Education Code 12030, 52059.5~~,~~; 64000; 20 USC 6301 et seq.)

13. Instructional materials and Curriculum: Diversity (Education Code 243)

A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)

14. Local control and accountability plan (Education Code 52075)

~~14.~~15 Migrant education (Education Code 54440-54445)

~~15.~~ 16 Physical education instructional minutes (Education Code 51210, 51222, 51223)

~~16~~17. Student fees (Education Code 49010-49013)

~~17.~~ 18 Reasonable accommodations to a lactating student (Education Code 222)

~~18.~~19 Regional occupational centers and programs (Education Code 52300-52334.7)

~~19~~20. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

~~20.~~21 School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

~~21.~~ 22 State preschool programs (Education Code ~~8207-8225~~ 8200-8488, 33315)

~~22.~~23 State preschool health and safety issues in license-exempt programs (Education Code 8212)

24. School or athletic team names, mascots, or nicknames pursuant to Education Code 221.3

~~23.~~25 Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~24.~~ 26 Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

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

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

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

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

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

Non-UCP Complaints

The following complaints shall be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. **Any complaint alleging that a student while in an education program or activity, was subjected to sexual harassment, as defined in 34 CFR 106.30**

Such complaint shall be addressed through the federal Title IX complaint procedures as specified in Administrative Regulation 5145.71 – Title IX Sexual Harassment Complaint Procedures

~~– Any complaint alleging that a student, while in an education program or activity, was subjected to conduct known to the district that may reasonably constitute sex discrimination under Title IX, including sex-based harassment as defined in 34 CFR 106.2~~
~~Discrimination on the basis of sex includes sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Such a complaint shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. (34 CFR 106.2, 106.10, 106.11, 106.44)~~

~~4. Except for complaints alleging sex discrimination, including sex-based harassment, any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department~~
~~Employment complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.~~

~~5.~~ 4 Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

~~6.~~6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. Any ~~allegation of~~complaint alleging discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

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

Policy Reference Disclaimer:

Policy 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/15/2016 **| Last Revised Date: | Last Reviewed Date:**

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

Complaints Subject to UCP

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

1. Accommodations for pregnant and parenting students (Education Code 46015)

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500,- 52616.18)

3. After School Education and Safety programs (Education Code 8482-8484.65)

4. Agricultural career technical education (Education Code 52460-52462)

5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

6. Child care and development programs (Education Code 8200-8488)

7. Compensatory education (Education Code 54400)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. Course periods without educational content (Education Code 51228.1-51228.3)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, a person's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's association with a person or group with one or more of these actual or perceived characteristics (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 5 CCR 4610; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, and students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48850, 48853, 48853.5, 48911, 48915.5, 49069.5, 51225.1, 51225.2)

12. Every Student Succeeds Act (Education Code 12030, 52059.5, 64000; 20 USC 6301 et seq.)

13. Instructional materials and Curriculum: Diversity (Education Code 243)

A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)

14. Local control and accountability plan (Education Code 52075)

15 Migrant education (Education Code 54440-54445)

16 Physical education instructional minutes (Education Code 51210, 51222, 51223)

17. Student fees (Education Code 49010-49013)

18 Reasonable accommodations to a lactating student (Education Code 222)

19 Regional occupational centers and programs (Education Code 52300-52334.7)

20. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

21 School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

22 State preschool programs (Education Code 8200-8488, 33315)

23 State preschool health and safety issues in license-exempt programs (Education Code 8212)

24. School or athletic team names, mascots, or nicknames pursuant to Education Code 221.3

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

26 Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

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

The district shall protect all complainants from retaliation. In investigating complaints, the

confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination, the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

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

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

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

Non-UCP Complaints

The following complaints shall be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. Any complaint alleging that a student while in an education program or activity, was subjected to sexual harassment, as defined in 34 CFR 106.30

Such complaint shall be addressed through the federal Title IX complaint procedures as specified in Administrative Regulation 5145.71 – Title IX Sexual Harassment Complaint Procedures

4 Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. Any complaint alleging discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

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

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

State	Description
2 CCR 11023	Harassment and discrimination prevention and correction
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	School libraries
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33315	Uniform complaint procedures
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48645.7	Juvenile court schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900.5	Suspension; other means of correction
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49010-49013	Student fees
Ed. Code 49060-49079	Student records

Regulation 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/15/2016 | **Last Revised Date:** 09/24/2024 | **Last Reviewed Date:** 09/24/2024

Except as may otherwise be specifically provided in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment, who is responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in AR 5145.7 – ~~Sex Discrimination and Sex-Based~~ Sexual Harassment, who is responsible for handling complaints regarding ~~sex discrimination and sex-based~~ sexual harassment.

Coordinator of Student Support Services
Alameda Unified School District
2060 Challenger Drive, Alameda, CA 94501
(510) 394-4331
jmccarthy@alamedaunified.org

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

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

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

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

written decision, whichever occurs first.

Notifications

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

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include, but need not be limited to, all of the following:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such person(s) will be knowledgeable about the laws and programs that they are assigned to investigate

3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred

4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

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

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

7. A statement that the district will post a standardized notice of the educational and graduation requirements of foster youth, students experiencing homelessness, children of military families, former juvenile court school students now enrolled in the district, students who are migratory, and newcomer students as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable

11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 and 34 CFR 106.8 shall be posted on ~~the~~ district and ~~district~~ school web sites, published in handbooks~~,~~ or catalogs, ~~announcements, bulletins, and application forms~~ and may be provided through district-supported social media, if available.

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

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

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints~~, except for those that allege sex discrimination, including sex-based harassment,~~ shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600~~s; 34 CFR 106.2~~)

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

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. (Education Code 49013, 52075)

A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. (Education Code 49013)

3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred.

For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)

5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. (5 CCR 4630)

The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

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

7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action.

When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

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

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

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

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

Investigation of Complaint

The compliance officer shall begin an investigation into the complaint within 10 business days of

receiving the complaint.

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

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

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

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint ~~because of a lack of evidence to support the allegation~~. Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint.

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

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

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

~~For any complaint alleging unlawful discrimination, harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.~~

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered

2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law

3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600

4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610

5. Procedures to be followed for initiating an appeal to CDE

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

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint~~, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim~~.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, and bullying based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education's~~,~~ Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

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

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or

bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

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

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

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

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

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the

State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

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

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the district's investigation report are not supported by substantial evidence.

4. The legal conclusion in the district's investigation report is inconsistent with the law.

5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint

2. A copy of the district's investigation report

3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator

4. A report of any action taken to resolve the complaint

5. A copy of the district's UCP

6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE's web site. (Education Code 8212; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)

Regulation 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/15/2016 **| Last Revised Date: | Last Reviewed Date:**

Except as may otherwise be specifically provided in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment, who is responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in AR 5145.7 –Sexual Harassment, who is responsible for handling complaints regarding sexual harassment.

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

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

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

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

Notifications

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

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include, but need not be limited to, all of the following:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such person(s) will be knowledgeable about the laws and programs that they are assigned to investigate

3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred

4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

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

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

7. A statement that the district will post a standardized notice of the educational and graduation requirements of foster youth, students experiencing homelessness, children of military families, former juvenile court school students now enrolled in the district, students who are migratory, and newcomer students as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or

federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable

11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 and 34 CFR 106.8 shall be posted on district and school web sites, published in handbooks or catalogs, and may be provided through district-supported social media, if available.

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

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

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

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

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

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. (Education Code 49013, 52075)

A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. (Education Code 49013)

3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred.

For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a

duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)

5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. (5 CCR 4630)

The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

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

7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action.

When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

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

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

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

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

Investigation of Complaint

The compliance officer shall begin an investigation into the complaint within 10 business days of receiving the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the

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

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

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

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint. Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint.

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

If the Board decides not to hear the complaint, the compliance officer's decision shall be final.

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

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered

2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law

3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600

4. Notice of the complainant's right to appeal the district's investigation report to CDE, except

when the district has used the UCP to address a complaint not specified in 5 CCR 4610

5. Procedures to be followed for initiating an appeal to CDE

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

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

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, and bullying based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education's Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

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

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

1. Counseling

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

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

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

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

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

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

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

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the district's investigation report are not supported by substantial evidence.

4. The legal conclusion in the district's investigation report is inconsistent with the law.

5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint

2. A copy of the district's investigation report

3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator

4. A report of any action taken to resolve the complaint

5. A copy of the district's UCP

6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE's web site. (Education Code 8212; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate

whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)

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

State	Description
2 CCR 11023	Harassment and discrimination prevention and correction
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: ~~08/10/2010~~05/01/2016 | **Last Revised Date:** ~~09/24/2024~~06/01/2025 | **Last Reviewed Date:** ~~09/24/2024~~06/01/2025

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy and accompanying administrative regulation, employees include ~~job applicants,~~ interns, volunteers, ~~and~~ contractors, job applicants, and other persons ~~who contracted~~with an employment relationship with the district ~~to provide services, as applicable~~.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of one, or a combination of two or more, protected characteristics which include, but may not be limited to, the employee's actual or perceived race~~; color~~ or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; ~~age~~immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or ~~lactation, including~~ related ~~medical~~ conditions ~~and~~or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, ~~family, or~~ marital ~~status; physical or mental disability; medical condition; genetic information; veteran or military status; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression~~, and family status; or association with a person or group with one or more of these actual or perceived characteristics.

~~Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decision-making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)~~ (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that such inquiry is necessary to comply with federal immigration law. (2 CCR 11028)

~~Unless~~
In addition, unless otherwise provided for in law, the district may not discriminate against an employee~~, including an applicant for employment,~~ in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the

job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the ~~applicant's~~person's hair, blood, urine, or other bodily fluid. However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. ~~–~~ (Government Code 12954)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

2. Taking adverse employment actions such as termination or denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is offensive and so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

    a. Sex discrimination ~~as specified in Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment~~based on one, or a combination of two or more protected characteristics, which include, but may not be limited to, an employee's pregnancy, childbirth, breastfeeding, or any related medical condition, or on an employee's gender, gender expression, gender identity, or sexual orientation

    b. Religious creed discrimination based on an employee's religious belief ~~or,~~ observance, and practice, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

    c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

    d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

    e. Requiring an ~~applicant or~~ employee to disclose information relating to the employee's reproductive health decision-making

    f. Including a statement in a job advertisement, posting, application, or other material that an applicant is required to have a driver's license, unless the district reasonably

expects driving to be one of the job functions for the position and reasonably believes that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a ~~non-disparagement~~nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. ~~(Government Code 12964.5)~~

~~Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.~~(Government Code 12964.5)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator within one workday. All other employees shall report such incidents to their supervisor or designated district coordinator within one workday.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative

regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Policy Reference Disclaimer:
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State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12954	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Lab. Code 1030-1034	Lactation Accommodation

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 08/10/2010 **| Last Revised Date: | Last Reviewed Date:**

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of one, or a combination of two or more, protected characteristics which include, but may not be limited to, the employee's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that such inquiry is necessary to comply with federal immigration law. (2 CCR 11028)

In addition, unless otherwise provided for in law, the district may not discriminate against an employee in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the person's hair, blood, urine, or other bodily fluid. However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

2. Taking adverse employment actions such as termination or denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is offensive and so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

    a. Sex discrimination based on one, or a combination of two or more protected characteristics, which include, but may not be limited to, an employee's pregnancy, childbirth, breastfeeding, or any related medical condition, or on an employee's gender, gender expression, gender identity, or sexual orientation

    b. Religious creed discrimination based on an employee's religious belief, observance, and practice, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

    c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

    d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

    e. Requiring an employee to disclose information relating to the employee's reproductive health decision-making

    f. Including a statement in a job advertisement, posting, application, or other material that an applicant is required to have a driver's license, unless the district reasonably expects driving to be one of the job functions for the position and reasonably believes that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator within one workday. All other employees shall report such incidents to their supervisor or designated district coordinator within one workday.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

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

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation

Regulation 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: ~~11/14/2017~~12/01/2015 | **Last Revised Date:** ~~09/24/2024~~06/01/2025 | **Last Reviewed Date:** ~~09/24/2024~~06/01/2025

All ~~allegations of~~complaints alleging discrimination in employment, ~~including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to~~as defined in the ~~district~~accompanying Board policy, shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging ~~sex discrimination~~sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in ~~34 CFR 106.44 and 106.45 and~~ Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:~~-~~

~~Assistant Superintendent of Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7095~~
~~kzazo@alamedaunified.org~~

_____
(position title)
_____
(address)
_____
(telephone number)
_____
(email)

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Civil Rights Department (CRD) posters on the prohibition of workplace discrimination and harassment, ~~including sex-based harassment,~~ the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (Education Code 234.1; 5 CCR 4960; 34 CFR 100.6, 106.8)

    a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

    b. Posting them in all district schools and offices, including staff lounges and other prominent locations

    c. Posting them on the district's website and providing easy access to them through district-supported social media, when available

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)

    a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return

    ~~b.~~a. Sending a copy via email with an acknowledgment return form

    ~~c.~~a. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

    ~~d.~~a. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session

    ~~e.~~a. Any other way that ensures employees receive and understand the policy

~~4. Post in a prominent location on the district's website and include in each handbook, catalog, announcement, bulletin, and application form for students, parents/guardians or other authorized legal representative, and employees, the Title IX notice of nondiscrimination which includes the following: (34 CFR 106.8)~~

~~a. The district does not discriminate on the basis of sex in any education program or activity that it operates~~

~~b. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator and/or the U.S. Department of Education Office for Civil Rights~~

~~c. The name or title, office and email address, and telephone number of the district's Title IX Coordinator~~

d. How to locate the district's nondiscrimination policy and the district's grievance procedures for Title IX complaints

e. How to report conduct that may constitute sex discrimination under Title IX

f. How to make a complaint of Title IX sex discrimination

If necessary due to the format or size of any publication specified above, the district may include only the statement that the district prohibits sex discrimination in any education program or activity that it operates, that individuals may report concerns or questions to the Title IX Coordinator, and the location of the complete notice on the district's website.

The district shall not distribute a publication stating that the district treats students, employees or applicants differently on the basis of sex, unless such treatment is permitted by Title IX.

5.4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior

6.5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made, as well as any additional training as specified in 34 CFR 106.8 related to the prohibition of Title IX sex discrimination

The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

7.6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law and Board Policy 4111 - Recruitment and Selection

8.7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

Any complaint alleging unlawful discrimination or harassment covered by this administrative regulation and accompanying Board policy shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an

ombudsman.

The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

   The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

   If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person(s) accused, and other persons who could be expected to have relevant information.

   The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

   When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

   The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings.

   This timeline may be extended by the coordinator for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board: The complainant or any of the person(s) accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings~~.~~

   The Superintendent or designee shall provide the Board with all information presented during the investigation~~. Upon receiving an appeal,~~ and the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either CRD or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with CRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)

2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. For filing a complaint with EEOC after first filing a complaint with CRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by CRD, whichever is earlier (42 USC 2000e-5)

An employee may also file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the PUMP Act and/or ~~the Equal Employment Opportunity Commission~~EEOC for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2)

Additionally, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Regulation 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 11/14/2017 **| Last Revised Date: | Last Reviewed Date:**

All complaints alleging discrimination in employment, as defined in the accompanying Board policy, shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

_____
(position title)
_____
(address)
_____
(telephone number)
_____
(email)

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Civil Rights Department (CRD) posters on the prohibition of workplace discrimination and harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (Education Code 234.1; 5 CCR 4960; 34 CFR 100.6, 106.8)

    a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

    b. Posting them in all district schools and offices, including staff lounges and other prominent locations

c. Posting them on the district's website and providing easy access to them through district-supported social media, when available

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)

   a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return

   b. Sending a copy via email with an acknowledgment return form

   c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

   d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session

   e. Any other way that ensures employees receive and understand the policy

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior

5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

   The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law and Board Policy 4111 - Recruitment and Selection

7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

Any complaint alleging unlawful discrimination or harassment covered by this administrative regulation and accompanying Board policy shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman

   The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a complaint.

The complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a complaint has been filed or whether the complaint is complete

   The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

   If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person(s) accused, and other persons who could be expected to have relevant information.

   The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

   When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

   The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings

   This timeline may be extended by the coordinator for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for

remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board: The complainant or any of the person(s) accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings

   The Superintendent or designee shall provide the Board with all information presented during the investigation and the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either CRD or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with CRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)

2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. For filing a complaint with EEOC after first filing a complaint with CRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by CRD, whichever is earlier (42 USC 2000e-5)

An employee may also file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the PUMP Act and/or EEOC for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2)

Additionally, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

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

State	Description

Policy 4119.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~12/01/2015 | **Last Revised Date:** ~~09/24/2024~~06/01/2025 |
Last Reviewed Date: ~~09/24/2024~~06/01/2025

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

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation~~.~~, including sexual harassment. The Board prohibits ~~sex discrimination, including sex-based~~sexual harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute ~~sex discrimination, including sex-based~~sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of ~~sex discrimination and sex-based~~sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's ~~sex discrimination and sex-based~~sexual harassment policy to employees and others to whom the policy may apply
3. ~~Publicizing, in accordance with 34 CFR 106.8 and~~Publicize as specified in ~~Administrative Regulation 4030 - Nondiscrimination in Employment, a~~Exhibit (1) 4119.12/4219.12/4319.12 - Title IX ~~notice of nondiscrimination~~Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units

4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures

5. 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~~)

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

Reports and Complaints

Any district employee who has experienced ~~sex discrimination or sex-based~~sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.~~2, 106.44~~8)

Any employee with knowledge of conduct that reasonably may constitute ~~sex discrimination or sex-based~~sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday. ~~An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44)~~

Once notified, the Title IX Coordinator shall ensure that the complaint ~~or allegation~~alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures~~.~~

~~The~~ or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and~~, if the district has begun grievance procedures or offered an informal resolution process to~~ the respondent, ~~offer and coordinate supportive measures to be provided to the respondent~~ as deemed appropriate under the circumstances. (34 CFR 106.30, 106.44)

Upon investigation of a ~~sex discrimination or sex-based~~sexual harassment complaint, any district employee found to have engaged or participated in ~~sex discrimination or sex-based~~sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit ~~sex~~

~~discrimination or sex-based~~sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

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

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	No requirement to disclose information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training

Policy 4119.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 09/24/2024 | **Last Reviewed Date:** 09/24/2024

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation, including sexual harassment. The Board prohibits sexual harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units
4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s)

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

Reports and Complaints

Any district employee who has experienced sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)

Any employee with knowledge of conduct that reasonably may constitute sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and the respondent, as deemed appropriate under the circumstances. (34 CFR 106.30, 106.44)

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

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Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
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~~The following administrative regulation shall apply to all allegations of sex discrimination and sex-based harassment by and against district employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by a student.~~

~~**Definitions**~~

~~*Sex discrimination* includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics.~~

~~*Sex discrimination*, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.~~

~~*Sex-based*~~
Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of ~~sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)~~

~~1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct~~

~~2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity~~

~~Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of~~

district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2

one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

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

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district

Examples of Sex Discrimination and Sex-Based Harassment

Examples of actions that might constitute sex-based harassment under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sex-based activity; sex-based jokes or stories; unwelcome sex-based slurs, epithets, threats, innuendoes; derogatory comments; sex-based degrading descriptions; or the spreading of sex-based rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails or messaging; or 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; or cornering, blocking, leaning over, or impeding normal movements

For purposes of applying the complaint procedures specified in Title IX, sexual harassment is

defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The district designates the following individual~~(s)~~ as the responsible employee~~(s)~~ to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures, and oversee the district's response to ~~discrimination~~sexual harassment complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

~~Assistant Superintendent of Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7095~~
~~kzazo@alamedaunified.org~~_____
(title or position)
_____
(address)
_____
(telephone number)
_____
(email)

Training

The Superintendent or designee shall ensure that ~~all~~ employees receive training regarding ~~sex discrimination and sex-based~~sexual harassment in accordance with state and federal law.

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

A supervisory employee is any employee having the authority, in the interest of the district, to hire,

transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

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

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

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.
12. Information, including practical examples, of harassment based on sex, gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct

has on the victim and ~~other~~others in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

~~Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)~~

~~The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)~~

~~1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity~~

~~2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment~~

~~3. The notification and information requirements specified in 34 CFR 106.40 and 106.44~~

~~The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)~~

The Superintendent or designee shall retain for at least two years the records of any training provided to ~~supervisory~~ employees. Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the district's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for ~~at least~~ seven years the materials used to provide training as specified in 34 CFR 106.~~8, and to~~45, make these materials publicly available~~,~~ on its website, or, if the district does not maintain a website make these materials available upon request, to members of the public.

Notifications

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

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

~~Notifications~~

~~To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.~~

~~In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, the~~ The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

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 (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)~~.~~

4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website (34 CFR 106.8)

5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of ~~sex-based~~sexual harassment

2. The definition of ~~sex-based~~sexual harassment under applicable state and federal law

3. A description of ~~sex-based~~sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by CRD and the EEOC

Additionally, the district shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of ~~sex-based~~sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints ~~and allegations of sex discrimination and sex-based~~alleging sexual harassment by and against employees shall be investigated and resolved ~~as specified in 34 CFR 106.44 and 106.45 and~~in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

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

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

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction

Regulation 4119.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 08/25/2009 **| Last Revised Date: | Last Reviewed Date:**

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

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

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district

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

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, and oversee the district's response to sexual harassment complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510) 337-7095
kzazo@alamedaunified.org

Training

The Superintendent or designee shall ensure that employees receive training regarding sexual harassment in accordance with state and federal law.

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

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

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

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

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

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

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

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

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

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

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

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

The Superintendent or designee shall retain for at least two years the records of any training provided to employees. Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the district's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for seven years the materials used to provide training as specified in 34 CFR 106.45, make these materials publicly available on its website, or, if the district does not maintain a website make these materials available upon request, to members of the public.

Notifications

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

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

The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

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 (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website (34 CFR 106.8)

5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by CRD and the EEOC

Additionally, the district shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints alleging sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

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

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

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Regulation 4219.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~12/01/2016 | **Last Revised Date:** ~~09/24/2024~~06/01/2025 |
Last Reviewed Date: ~~09/24/2024~~06/01/2025

~~The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.~~

~~The following administrative regulation shall apply to all allegations of sex discrimination and sex-based harassment by and against district employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by a student.~~

~~**Definitions**~~

~~*Sex discrimination* includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics.~~

~~*Sex discrimination*, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.~~

~~*Sex-based*~~
Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of ~~sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)~~

1. ~~Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct~~

2. ~~Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity~~

~~Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of~~

district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2

one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

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

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district

Examples of Sex Discrimination and Sex-Based Harassment

Examples of actions that might constitute sex-based harassment under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sex-based activity; sex-based jokes or stories; unwelcome sex-based slurs, epithets, threats, innuendoes; derogatory comments; sex-based degrading descriptions; or the spreading of sex-based rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails or messaging; or 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; or cornering, blocking, leaning over, or impeding normal movements

For purposes of applying the complaint procedures specified in Title IX, sexual harassment is

defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The district designates the following individual~~(s)~~ as the responsible employee~~(s)~~ to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures, and oversee the district's response to ~~discrimination~~sexual harassment complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

~~Assistant Superintendent of Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7095~~
~~kzazo@alamedaunified.org~~_____
(title or position)
_____
(address)
_____
(telephone number)
_____
(email)

Training

The Superintendent or designee shall ensure that ~~all~~ employees receive training regarding ~~sex discrimination and sex-based~~sexual harassment in accordance with state and federal law.

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

A supervisory employee is any employee having the authority, in the interest of the district, to hire,

transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

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

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

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.
12. Information, including practical examples, of harassment based on sex, gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct

has on the victim and ~~other~~others in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

~~Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)~~

~~The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)~~

~~1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity~~

~~2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment~~

~~3. The notification and information requirements specified in 34 CFR 106.40 and 106.44~~

~~The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)~~

The Superintendent or designee shall retain for at least two years the records of any training provided to ~~supervisory~~ employees. Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the district's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for ~~at least~~ seven years the materials used to provide training as specified in 34 CFR 106.~~8, and to~~45, make these materials publicly available~~,~~ on its website, or, if the district does not maintain a website make these materials available upon request, to members of the public.

Notifications

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

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

~~Notifications~~

~~To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.~~

~~In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, the~~ The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

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 (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)~~.~~

4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website (34 CFR 106.8)

5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of ~~sex-based~~sexual harassment

2. The definition of ~~sex-based~~sexual harassment under applicable state and federal law

3. A description of ~~sex-based~~sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by CRD and the EEOC

Additionally, the district shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of ~~sex-based~~sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints ~~and allegations of sex discrimination and sex-based~~alleging sexual harassment by and against employees shall be investigated and resolved ~~as specified in 34 CFR 106.44 and 106.45 and~~in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

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

-

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

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction

Regulation 4219.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 08/25/2009 **| Last Revised Date: | Last Reviewed Date:**

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

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

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district

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

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, and oversee the district's response to sexual harassment complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510) 337-7095
kzazo@alamedaunified.org

Training

The Superintendent or designee shall ensure that employees receive training regarding sexual harassment in accordance with state and federal law.

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

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

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

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

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

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

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

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

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

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

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

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

The Superintendent or designee shall retain for at least two years the records of any training provided to employees. Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the district's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for seven years the materials used to provide training as specified in 34 CFR 106.45, make these materials publicly available on its website, or, if the district does not maintain a website make these materials available upon request, to members of the public.

Notifications

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

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

The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

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 (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website (34 CFR 106.8)

5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by CRD and the EEOC

Additionally, the district shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints alleging sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

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

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

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Regulation 4319.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~12/01/2016 | **Last Revised Date:** ~~09/24/2024~~06/01/2025 |
Last Reviewed Date: ~~09/24/2024~~06/01/2025

~~The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.~~

~~The following administrative regulation shall apply to all allegations of sex discrimination and sex-based harassment by and against district employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by a student.~~

~~**Definitions**~~

~~*Sex discrimination* includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics.~~

~~*Sex discrimination*, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.~~

~~*Sex-based*~~
Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of ~~sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)~~

1. ~~Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct~~

2. ~~Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity~~

~~Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of~~

district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2

one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

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

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district

Examples of Sex Discrimination and Sex-Based Harassment

Examples of actions that might constitute sex-based harassment under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sex-based activity; sex-based jokes or stories; unwelcome sex-based slurs, epithets, threats, innuendoes; derogatory comments; sex-based degrading descriptions; or the spreading of sex-based rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails or messaging; or 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; or cornering, blocking, leaning over, or impeding normal movements

For purposes of applying the complaint procedures specified in Title IX, sexual harassment is

defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The district designates the following individual~~(s)~~ as the responsible employee~~(s)~~ to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures, and oversee the district's response to ~~discrimination~~sexual harassment complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

~~Assistant Superintendent of Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7095~~
~~kzazo@alamedaunified.org~~_____
(title or position)
_____
(address)
_____
(telephone number)
_____
(email)

Training

The Superintendent or designee shall ensure that ~~all~~ employees receive training regarding ~~sex discrimination and sex-based~~sexual harassment in accordance with state and federal law.

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

A supervisory employee is any employee having the authority, in the interest of the district, to hire,

transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

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

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

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.
12. Information, including practical examples, of harassment based on sex, gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct

has on the victim and ~~other~~others in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

~~Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)~~

~~The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)~~

~~1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity~~

~~2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment~~

~~3. The notification and information requirements specified in 34 CFR 106.40 and 106.44~~

~~The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)~~

The Superintendent or designee shall retain for at least two years the records of any training provided to ~~supervisory~~ employees. Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the district's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for ~~at least~~ seven years the materials used to provide training as specified in 34 CFR 106.~~8, and to~~45, make these materials publicly available~~,~~ on its website, or, if the district does not maintain a website make these materials available upon request, to members of the public.

Notifications

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

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

~~Notifications~~

~~To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.~~

~~In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, the~~ The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

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 (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)~~.~~

4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website (34 CFR 106.8)

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All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of ~~sex-based~~sexual harassment

2. The definition of ~~sex-based~~sexual harassment under applicable state and federal law

3. A description of ~~sex-based~~sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by CRD and the EEOC

Additionally, the district shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of ~~sex-based~~sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints ~~and allegations of sex discrimination and sex-based~~alleging sexual harassment by and against employees shall be investigated and resolved ~~as specified in 34 CFR 106.44 and 106.45 and~~in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

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

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2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction

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Status: ADOPTED

Original Adopted Date: 08/25/2009 **| Last Revised Date: | Last Reviewed Date:**

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

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

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district

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

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, and oversee the district's response to sexual harassment complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent of Education Services
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(510) 337-7095
kzazo@alamedaunified.org

Training

The Superintendent or designee shall ensure that employees receive training regarding sexual harassment in accordance with state and federal law.

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

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

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

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

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

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

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

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

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

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

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

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

The Superintendent or designee shall retain for at least two years the records of any training provided to employees. Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the district's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for seven years the materials used to provide training as specified in 34 CFR 106.45, make these materials publicly available on its website, or, if the district does not maintain a website make these materials available upon request, to members of the public.

Notifications

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

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

The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

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 (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website (34 CFR 106.8)

5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by CRD and the EEOC

Additionally, the district shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints alleging sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

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

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

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Regulation 4119.12: Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: ~~05/11/2021~~07/01/2020 | **Last Revised Date:** ~~—~~06/01/2025 | **Last Reviewed Date:** 06/01/2025

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity, in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct ~~on or after August 1, 2024, including, but not limited to,~~

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that ~~is under the authority of the district, that constitutes sex discrimination, including sex-~~it effectively denies a person's equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based ~~harassment. For~~ on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to ~~this date, the district should utilize its policies in place at the time~~August 14, 2020, the ~~alleged sex discrimination, including sex-based~~Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment~~, occurred, so long as they are~~ brought by or against employees shall be investigated and resolved in accordance with ~~the applicable statutes and regulations.~~

~~Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in~~ Administrative Regulation ~~4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment~~4030 - Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 - Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

~~1. Treat complainants and respondents equitably~~

1. ~~Ensure that the Title IX Coordinator or designee~~Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

~~2.~~ Ensure that the Title IX Coordinator, investigator, or decisionmaker ~~not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent~~

   ~~The investigator and the decisionmaker may be the same~~, any person ~~as the Title IX Coordinator or designee.~~

~~3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures~~

~~4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any~~

~~5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties~~ that ~~includes the reason for the delay~~

~~Additionally, the district shall not disclose personally identifiable~~ facilitates an information ~~obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)~~

~~If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or~~

504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former employee, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint
2. The victim's reasonable safety concerns regarding initiation of a complaint
3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated
4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
5. The age and relationship of the parties, including whether the respondent is an employee of the district
6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred
8. Whether the district could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures

3. If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX

~~Coordinator may initiate a complaint.~~

~~If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment,~~ does ~~not continue or recur within the district. (34 CFR 106.44)~~

~~The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall~~ not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent~~. Such persons shall~~ , and that such individuals receive training in accordance with 34 CFR 106.~~8. (34 CFR 106.44)~~

~~In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall monitor the district for barriers to reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.~~45~~)~~

~~**Supportive Measures**~~

~~Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the district determines to be reasonably available and shall not unreasonably burden either the~~

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant ~~or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the district's educational environment, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary~~ and the respondent of the delay or extension and the reasons~~. Supportive measures may include, but are not limited to, counseling; extensions of deadlines and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules; mutual restrictions on contact; changes in class or work locations; leaves of absence; increased security; monitoring of certain areas of the campus; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)~~

~~Unless there is an allegation of sex-based harassment or retaliation, the district may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)~~

~~Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)~~

~~The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)~~

~~The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one~~ for the action. Good cause may include considerations such as the absence of a party ~~of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving,~~ a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to

file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity~~. (34 CFR 106.44~~ without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

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

If a student is the respondent~~ is a student~~, the district may~~, on an emergency basis,~~ remove the student from the district's education program or activity, on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an ~~imminent and serious~~immediate threat to the physical health or safety of ~~a complainant or~~ any student~~, employee,~~ or other individual arising from the allegations, and provides the ~~respondent~~student with notice and an opportunity to challenge the decision immediately following the removal. ~~This~~

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 -

Discipline. Additionally, this authority to remove a student does not modify a student's rights under the ~~IDEA~~ Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

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

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

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

1. ~~The district is unable to identify the respondent after taking reasonable steps to do so~~
2. ~~The respondent is not participating in the district's education program or activity and is not employed by the district~~
3. ~~The district determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX~~

Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 10 days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the district shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
2. Implement appeal procedures equally for the parties
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination,

~~including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)~~

~~If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment as applicable.~~

~~**Informal Resolution Process**~~

~~At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)~~

~~The district shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The district may decline to offer an informal resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)~~

~~The district may facilitate an informal resolution process provided that the district, prior to initiating such process: (34 CFR 106.44)~~

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process~~; the inability~~ at any time prior to ~~initiate or resume complaint procedures arising~~agreeing to a resolution; and any consequences resulting from the ~~same allegations once the~~ informal resolution process ~~is concluded; the potential terms that may be requested or offered in an informal resolution agreement~~, including that ~~the agreement would only be binding on the parties; and the information that the district~~records will ~~maintain and whether and how the district could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed~~be maintained or could be shared

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

~~The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)~~

~~If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district' education program or activity. (34 CFR 106.45)~~

~~**Notice of Allegations**~~

~~If the district initiates a formal Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)~~

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

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

1. The district's complaint process, including any informal resolution process

2. ~~Sufficient information, available~~The allegations potentially constituting sexual harassment with sufficient details known at the time, ~~to allow the parties to respond to the allegations, including, to the extent available,~~ including the identity of parties involved in the incident~~(s),~~ if known, the conduct allegedly constituting ~~sex discrimination, including sex-based~~sexual harassment, and the date~~(s)~~ and location~~(s)~~ of the alleged ~~incidentSuch~~incident

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

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

~~3. A statement that retaliation is prohibited~~

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

4. The opportunity for the parties ~~are entitled~~ to have an ~~equal opportunity~~ advisor of their choice who may be, but is not required to ~~access the relevant and not otherwise impermissible~~be, an attorney, and the ability to inspect and review evidence

~~4.~~5. The prohibition against knowingly making false statements or ~~an accurate description of such evidence, as specified~~knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and ~~shall~~ inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator ~~or designee~~.

Consolidation of Complaints

~~The~~
When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints ~~of sex discrimination, including sex-based~~alleging sexual harassment~~,~~ against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party~~, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances.~~. (34 CFR 106.45)

Investigation Procedures

~~The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)~~

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present ~~fact~~ witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence ~~that is relevant and not otherwise impermissible~~

2. ~~Review all evidence gathered through the~~ Not restrict the ability of either party to discuss the allegations under investigation or to gather and ~~determine which evidence is~~present relevant ~~and which~~ evidence ~~is impermissible regardless of relevance~~

3. Provide ~~each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:~~
   ~~–~~the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. ~~Providing~~ Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

   ~~a.~~ Provide both parties an equal opportunity to ~~access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence~~

   ~~If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant~~inspect and

~~permissible evidence.~~

~~b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence~~

~~c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and~~review any evidence obtained ~~solely through the grievance procedures~~

~~4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures~~

~~5.~~6. ~~Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both~~ as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence~~, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness~~ whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

~~6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:~~

~~a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege~~

7. ~~A party's~~Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or ~~witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures~~

~~Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless~~ a hard copy, for their review and written response

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

~~The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.~~

~~The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45).~~

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

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

~~The investigator shall complete the investigation within 45 days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.~~

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who ~~may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of interest or bias. (34 CFR 106.45)~~

~~Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall~~shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

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

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

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

~~1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred~~

1. ~~Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred~~

   ~~The notification shall include the rationale for such determination and the~~Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

~~2.~~6. The district's procedures and permissible bases for the complainant and respondent to appeal~~, if applicable.~~

~~The written decision shall be issued within 15 days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.~~

~~**Appeal of the Decision**~~**Appeals**

Either party may appeal the ~~district's~~written decision or dismissal of a formal complaint or any allegation in the complaint~~. (34 CFR 106.45)~~

~~When conducting~~, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall~~ follow the~~: (34 CFR 106.45)

1. Notify the other party in writing when an appeal ~~process as specified in Administrative Regulation 4030 - Nondiscrimination~~is filed and implement appeal procedures equally for both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding

responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in ~~Employment~~support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

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

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

~~**Extension of Timelines**~~

~~Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)~~

Remedies

When ~~there is~~ a determination ~~that sex discrimination, including sex-based~~of responsibility for sexual harassment~~,~~ has ~~occurred,~~been made against the ~~Title IX Coordinator~~respondent, the district shall ~~coordinate the provision and implementation of~~provide remedies to the complainant ~~and other persons the district identifies~~ as ~~having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other~~ appropriate ~~prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)~~

~~**Disciplinary Actions**~~

~~The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as~~. Such remedies may include the same individualized services described

above in the section "Supportive Measures," ~~until~~but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

When an employee is found to have committed ~~sex discrimination, including sex-based~~sexual harassment~~,~~ or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.
~~The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)~~

Record-Keeping

The Superintendent or designee shall maintain, for ~~at least~~ a period of seven years: (34 CFR 106.45)

~~1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures~~

~~2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented~~

~~1. All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures;~~A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

   The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil ~~Procedure340~~Procedure 340.1~~):~~)

1. A record of the allegation(s)
2. A record of the investigation procedures followed
3. A record of the written determination
4. A record of the corrective action implemented, if any
5. A record of any appeals and the outcome of the same
6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

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

State	**Description**
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent ~~or~~ /guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-~~270~~262.4	~~Prohibition of discrimination~~Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	**Description**
20 USC 1092	~~Definition of sexual assault~~Definition of sexual assault
20 USC 1221	~~Application of laws~~Application of laws

Regulation 4119.12: Title IX Sexual Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 05/11/2021 **| Last Revised Date: | Last Reviewed Date:**

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity, in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person's equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or against employees shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 - Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity,

and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

3. Ensure that the Title IX Coordinator, investigator, or decisionmaker, any person that facilitates an information resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

   The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other

available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

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

If a student is the respondent, the district may remove the student from the district's education program or activity, on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal.

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

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

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

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

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared

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

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

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

1. The district's complaint process, including any informal resolution process

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview. If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

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

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

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

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

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

Written Decision

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

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit

written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

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

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

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

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

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

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

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

Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

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

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant,

and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

   The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1)

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent/guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination

Regulation 4219.12: Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures **Status:** ADOPTED

Original Adopted Date: ~~05/11/2021~~07/01/2020 | **Last Revised Date:** ~~--~~06/01/2025 | **Last Reviewed Date:** 06/01/2025

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity, in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct ~~on or after August 1, 2024, including, but not limited to,~~

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that ~~is under the authority of the district, that constitutes sex discrimination, including sex-~~it effectively denies a person's equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based ~~harassment. For~~ on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to ~~this date, the district should utilize its policies in place at the time~~August 14, 2020, the ~~alleged sex discrimination, including sex-based~~Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment~~, occurred, so long as they are~~ brought by or against employees shall be investigated and resolved in accordance with ~~the applicable statutes and regulations.~~

~~Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in~~ Administrative Regulation ~~4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment~~4030 - Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 - Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

~~1. Treat complainants and respondents equitably~~

1. ~~Ensure that the Title IX Coordinator or designee~~Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

~~2.~~ Ensure that the Title IX Coordinator, investigator, or decisionmaker ~~not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent~~

   ~~The investigator and the decisionmaker may be the same~~, any person ~~as the Title IX Coordinator or designee.~~

~~3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures~~

~~4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any~~

~~5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties~~ that ~~includes the reason for the delay~~

~~Additionally, the district shall not disclose personally identifiable~~ facilitates an information ~~obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)~~

~~If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or~~

504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former employee, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint
2. The victim's reasonable safety concerns regarding initiation of a complaint
3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated
4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
5. The age and relationship of the parties, including whether the respondent is an employee of the district
6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred
8. Whether the district could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures

3. If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX

~~Coordinator may initiate a complaint.~~

~~If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment,~~ does ~~not continue or recur within the district. (34 CFR 106.44)~~

~~The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall~~ not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent~~. Such persons shall~~ , and that such individuals receive training in accordance with 34 CFR 106.~~8. (34 CFR 106.44)~~

~~In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall monitor the district for barriers to reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.~~45~~)~~

~~**Supportive Measures**~~

~~Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the district determines to be reasonably available and shall not unreasonably burden either the~~

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant ~~or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the district's educational environment, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary~~ and the respondent of the delay or extension and the reasons~~. Supportive measures may include, but are not limited to, counseling; extensions of deadlines and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules; mutual restrictions on contact; changes in class or work locations; leaves of absence; increased security; monitoring of certain areas of the campus; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)~~

~~Unless there is an allegation of sex-based harassment or retaliation, the district may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)~~

~~Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)~~

~~The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)~~

~~The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one~~ for the action. Good cause may include considerations such as the absence of a party ~~of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving,~~ a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right t

file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity~~. (34 CFR 106.44~~ without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

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

If a student is the respondent~~ is a student~~, the district may~~, on an emergency basis,~~ remove the student from the district's education program or activity, on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an ~~imminent and serious~~immediate threat to the physical health or safety of ~~a complainant or~~ any student~~, employee,~~ or other individual arising from the allegations, and provides the ~~respondent~~student with notice and an opportunity to challenge the decision immediately following the removal. ~~This~~

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 -

Discipline. Additionally, this authority to remove a student does not modify a student's rights under the ~~IDEA~~ Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

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

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

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

1. ~~The district is unable to identify the respondent after taking reasonable steps to do so~~
2. ~~The respondent is not participating in the district's education program or activity and is not employed by the district~~
3. ~~The district determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX~~

Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 10 days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the district shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
2. Implement appeal procedures equally for the parties
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination,

~~including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)~~

~~If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment as applicable.~~

~~**Informal Resolution Process**~~

~~At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)~~

~~The district shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The district may decline to offer an informal resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)~~

~~The district may facilitate an informal resolution process provided that the district, prior to initiating such process: (34 CFR 106.44)~~

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process~~; the inability~~ at any time prior to ~~initiate or resume complaint procedures arising~~agreeing to a resolution; and any consequences resulting from the ~~same allegations once the~~ informal resolution process ~~is concluded; the potential terms that may be requested or offered in an informal resolution agreement~~, including that ~~the agreement would only be binding on the parties; and the information that the district~~records will ~~maintain and whether and how the district could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed~~be maintained or could be shared

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

~~The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)~~

~~If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district' education program or activity. (34 CFR 106.45)~~

~~**Notice of Allegations**~~

~~If the district initiates a formal Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)~~

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

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

1. The district's complaint process, including any informal resolution process

2. ~~Sufficient information, available~~The allegations potentially constituting sexual harassment with sufficient details known at the time, ~~to allow the parties to respond to the allegations, including, to the extent available,~~ including the identity of parties involved in the incident~~(s),~~ if known, the conduct allegedly constituting ~~sex discrimination, including sex-based~~sexual harassment, and the date~~(s)~~ and location~~(s)~~ of the alleged ~~incidentSuch~~incident

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

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

~~3. A statement that retaliation is prohibited~~

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

4. The opportunity for the parties ~~are entitled~~ to have an ~~equal opportunity~~ advisor of their choice who may be, but is not required to ~~access the relevant and not otherwise impermissible~~be, an attorney, and the ability to inspect and review evidence

~~4.~~5. The prohibition against knowingly making false statements or ~~an accurate description of such evidence, as specified~~knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and ~~shall~~ inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator ~~or designee~~.

Consolidation of Complaints

~~The~~
When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints ~~of sex discrimination, including sex-based~~alleging sexual harassment~~,~~ against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party~~, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances.~~. (34 CFR 106.45)

Investigation Procedures

~~The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)~~

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present ~~fact~~ witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence ~~that is relevant and not otherwise impermissible~~

2. ~~Review all evidence gathered through the~~ Not restrict the ability of either party to discuss the allegations under investigation or to gather and ~~determine which evidence is~~present relevant ~~and which~~ evidence ~~is impermissible regardless of relevance~~

3. Provide ~~each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:~~
   ~~–~~the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. ~~Providing~~ Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

   ~~a.~~ Provide both parties an equal opportunity to ~~access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence~~

   ~~If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant~~inspect and

~~permissible evidence.~~

~~b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence~~

~~c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and~~review any evidence obtained ~~solely through the grievance procedures~~

~~4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures~~

~~5.~~6. ~~Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both~~ as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence~~, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness~~ whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

~~6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:~~

~~a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege~~

7. ~~A party's~~Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or ~~witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures~~

~~Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless~~ a hard copy, for their review and written response

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

~~The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.~~

~~The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45).~~

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

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

~~The investigator shall complete the investigation within 45 days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.~~

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who ~~may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of interest or bias. (34 CFR 106.45)~~

~~Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall~~shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

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

In making this determination, the decisionmaker shall use the "preponderance of the evidence"

standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

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

~~1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred~~

1. ~~Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred~~

   ~~The notification shall include the rationale for such determination and the~~Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

~~2.~~6. The district's procedures and permissible bases for the complainant and respondent to appeal~~, if applicable.~~

~~The written decision shall be issued within 15 days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.~~

~~Appeal of the Decision~~Appeals

Either party may appeal the ~~district's~~written decision or dismissal of a formal complaint or any allegation in the complaint~~. (34 CFR 106.45)~~

~~When conducting~~, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall~~ follow the~~: (34 CFR 106.45)

1. Notify the other party in writing when an appeal ~~process as specified in Administrative Regulation 4030 - Nondiscrimination~~is filed and implement appeal procedures equally for

both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in ~~Employment~~support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

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

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

~~**Extension of Timelines**~~

~~Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)~~

Remedies

When ~~there is~~ a determination ~~that sex discrimination, including sex-based~~of responsibility for sexual harassment~~,~~ has ~~occurred,~~been made against the ~~Title IX Coordinator~~respondent, the district shall ~~coordinate the provision and implementation of~~provide remedies to the complainant ~~and other persons the district identifies~~ as ~~having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other~~ appropriate ~~prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)~~

~~**Disciplinary Actions**~~

~~The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as~~. Such remedies may include the same individualized services described above in the section "Supportive Measures," ~~until~~but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

When an employee is found to have committed ~~sex discrimination, including sex-based~~sexual harassment~~,~~ or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.
~~The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)~~

Record-Keeping

The Superintendent or designee shall maintain, for ~~at least~~ a period of seven years: (34 CFR 106.45)

~~1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures~~

~~2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented~~

1. ~~All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures;~~A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil ~~Procedure340~~Procedure 340.1~~):~~)

1. A record of the allegation(s)
2. A record of the investigation procedures followed
3. A record of the written determination
4. A record of the corrective action implemented, if any
5. A record of any appeals and the outcome of the same
6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

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

State	**Description**
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent ~~or~~ /guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-~~270~~262.4	~~Prohibition of discrimination~~Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	**Description**

Regulation 4219.12: Title IX Sexual Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 05/11/2021 **| Last Revised Date: | Last Reviewed Date:**

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity, in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person's equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or against employees shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 - Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity,

and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

3. Ensure that the Title IX Coordinator, investigator, or decisionmaker, any person that facilitates an information resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

   The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other

available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

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

If a student is the respondent, the district may remove the student from the district's education program or activity, on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal.

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

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

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

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

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared

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

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

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

1. The district's complaint process, including any informal resolution process

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview. If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

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

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

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

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

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

Written Decision

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

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit

written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

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

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

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

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

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

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

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

Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

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

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant,

and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

   The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1)

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent/guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination

Regulation 4319.12: Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures **Status:** ADOPTED

Original Adopted Date: ~~05/11/2021~~07/01/2020 | **Last Revised Date:** ~~—~~06/01/2025 | **Last Reviewed Date:** 06/01/2025

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity, in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct ~~on or after August 1, 2024, including, but not limited to,~~

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that ~~is under the authority of the district, that constitutes sex discrimination, including sex-~~it effectively denies a person's equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based ~~harassment. For~~ on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to ~~this date, the district should utilize its policies in place at the time~~August 14, 2020, the ~~alleged sex discrimination, including sex-based~~Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment~~, occurred, so long as they are~~ brought by or against employees shall be investigated and resolved in accordance with ~~the applicable statutes and regulations.~~

~~Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in~~ Administrative Regulation ~~4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment~~4030 - Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 - Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

~~1. Treat complainants and respondents equitably~~

1. ~~Ensure that the Title IX Coordinator or designee~~Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

~~2.~~ Ensure that the Title IX Coordinator, investigator, or decisionmaker ~~not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent~~

   ~~The investigator and the decisionmaker may be the same~~, any person ~~as the Title IX Coordinator or designee.~~

~~3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures~~

~~4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any~~

~~5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties~~ that ~~includes the reason for the delay~~

~~Additionally, the district shall not disclose personally identifiable~~ facilitates an information ~~obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)~~

~~If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or~~

504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former employee, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint
2. The victim's reasonable safety concerns regarding initiation of a complaint
3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated
4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
5. The age and relationship of the parties, including whether the respondent is an employee of the district
6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred
8. Whether the district could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures

3. If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX

~~Coordinator may initiate a complaint.~~

~~If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment,~~ does ~~not continue or recur within the district. (34 CFR 106.44)~~

~~The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall~~ not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent~~. Such persons shall~~ , and that such individuals receive training in accordance with 34 CFR 106.~~8. (34 CFR 106.44)~~

~~In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall monitor the district for barriers to reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.~~45~~)~~

~~**Supportive Measures**~~

~~Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the district determines to be reasonably available and shall not unreasonably burden either the~~

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant ~~or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the district's educational environment, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary~~ and the respondent of the delay or extension and the reasons~~. Supportive measures may include, but are not limited to, counseling; extensions of deadlines and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules; mutual restrictions on contact; changes in class or work locations; leaves of absence; increased security; monitoring of certain areas of the campus; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)~~

~~Unless there is an allegation of sex-based harassment or retaliation, the district may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)~~

~~Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)~~

~~The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)~~

~~The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one~~ for the action. Good cause may include considerations such as the absence of a party ~~of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving,~~ a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right t

file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity~~. (34 CFR 106.44~~ without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

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

If a student is the respondent~~ is a student~~, the district may~~, on an emergency basis,~~ remove the student from the district's education program or activity, on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an ~~imminent and serious~~immediate threat to the physical health or safety of ~~a complainant or~~ any student~~, employee,~~ or other individual arising from the allegations, and provides the ~~respondent~~student with notice and an opportunity to challenge the decision immediately following the removal. ~~This~~

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 -

Discipline. Additionally, this authority to remove a student does not modify a student's rights under the ~~IDEA~~ Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

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

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

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

1. ~~The district is unable to identify the respondent after taking reasonable steps to do so~~
2. ~~The respondent is not participating in the district's education program or activity and is not employed by the district~~
3. ~~The district determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX~~

Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 10 days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the district shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
2. Implement appeal procedures equally for the parties
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination,

~~including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)~~

~~If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment as applicable.~~

~~**Informal Resolution Process**~~

~~At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)~~

~~The district shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The district may decline to offer an informal resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)~~

~~The district may facilitate an informal resolution process provided that the district, prior to initiating such process: (34 CFR 106.44)~~

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process~~; the inability~~ at any time prior to ~~initiate or resume complaint procedures arising~~agreeing to a resolution; and any consequences resulting from the ~~same allegations once the~~ informal resolution process ~~is concluded; the potential terms that may be requested or offered in an informal resolution agreement~~, including that ~~the agreement would only be binding on the parties; and the information that the district~~records will ~~maintain and whether and how the district could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed~~be maintained or could be shared

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

~~The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)~~

~~If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district' education program or activity. (34 CFR 106.45)~~

~~**Notice of Allegations**~~

~~If the district initiates a formal Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)~~

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

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

1. The district's complaint process, including any informal resolution process

2. ~~Sufficient information, available~~The allegations potentially constituting sexual harassment with sufficient details known at the time, ~~to allow the parties to respond to the allegations, including, to the extent available,~~ including the identity of parties involved in the incident~~(s),~~ if known, the conduct allegedly constituting ~~sex discrimination, including sex-based~~sexual harassment, and the date~~(s)~~ and location~~(s)~~ of the alleged ~~incidentSuch~~incident

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

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

~~3. A statement that retaliation is prohibited~~

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

4. The opportunity for the parties ~~are entitled~~ to have an ~~equal opportunity~~ advisor of their choice who may be, but is not required to ~~access the relevant and not otherwise impermissible~~be, an attorney, and the ability to inspect and review evidence

~~4.~~5. The prohibition against knowingly making false statements or ~~an accurate description of such evidence, as specified~~knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and ~~shall~~ inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator ~~or designee~~.

Consolidation of Complaints

~~The~~
When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints ~~of sex discrimination, including sex-based~~alleging sexual harassment~~,~~ against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party~~, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances.~~. (34 CFR 106.45)

Investigation Procedures

~~The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)~~

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present ~~fact~~ witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence ~~that is relevant and not otherwise impermissible~~

2. ~~Review all evidence gathered through the~~ Not restrict the ability of either party to discuss the allegations under investigation or to gather and ~~determine which evidence is~~present relevant ~~and which~~ evidence ~~is impermissible regardless of relevance~~

3. Provide ~~each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:~~
   ~~–~~the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. ~~Providing~~ Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

   ~~a.~~ Provide both parties an equal opportunity to ~~access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence~~

   ~~If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant~~inspect and

~~permissible evidence.~~

~~b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence~~

~~c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and~~review any evidence obtained ~~solely through the grievance procedures~~

~~4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures~~

~~5.~~6. ~~Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both~~ as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence~~, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness~~ whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

~~6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:~~

~~a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege~~

7. ~~A party's~~Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or ~~witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures~~

~~Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless~~ a hard copy, for their review and written response

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

~~The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.~~

~~The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45).~~

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

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

~~The investigator shall complete the investigation within 45 days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.~~

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who ~~may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of interest or bias. (34 CFR 106.45)~~

~~Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall~~shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

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

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be

used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

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

~~1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred~~

1. ~~Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred~~

   ~~The notification shall include the rationale for such determination and the~~Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

~~2.~~6. The district's procedures and permissible bases for the complainant and respondent to appeal~~, if applicable.~~

~~The written decision shall be issued within 15 days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.~~

~~**Appeal of the Decision**~~**Appeals**

Either party may appeal the ~~district's~~written decision or dismissal of a formal complaint or any allegation in the complaint~~. (34 CFR 106.45)~~

~~When conducting~~, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall~~ follow the~~: (34 CFR 106.45)

1. Notify the other party in writing when an appeal ~~process as specified in Administrative Regulation 4030 - Nondiscrimination~~is filed and implement appeal procedures equally for

both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in ~~Employment~~support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

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

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

~~**Extension of Timelines**~~

~~Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)~~

Remedies

When ~~there is~~ a determination ~~that sex discrimination, including sex-based~~of responsibility for sexual harassment~~,~~ has ~~occurred,~~been made against the ~~Title IX Coordinator~~respondent, the district shall ~~coordinate the provision and implementation of~~provide remedies to the complainant ~~and other persons the district identifies~~ as ~~having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other~~ appropriate ~~prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)~~

~~**Disciplinary Actions**~~

~~The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as~~. Such remedies may include the same individualized services described above in the section "Supportive Measures," ~~until~~but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

When an employee is found to have committed ~~sex discrimination, including sex-based~~sexual harassment~~,~~ or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.
~~The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)~~

Record-Keeping

The Superintendent or designee shall maintain, for ~~at least~~ a period of seven years: (34 CFR 106.45)

~~1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures~~

~~2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented~~

1. ~~All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures;~~A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil ~~Procedure340~~Procedure 340.1~~):~~)

1. A record of the allegation(s)
2. A record of the investigation procedures followed
3. A record of the written determination
4. A record of the corrective action implemented, if any
5. A record of any appeals and the outcome of the same
6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

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

State	**Description**
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent ~~or~~ /guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-~~270~~262.4	~~Prohibition of discrimination~~Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	**Description**

Regulation 4319.12: Title IX Sexual Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 05/11/2021 **| Last Revised Date: | Last Reviewed Date:**

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity, in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person's equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or against employees shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 - Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity,

and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

3. Ensure that the Title IX Coordinator, investigator, or decisionmaker, any person that facilitates an information resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

   The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other

available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

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

If a student is the respondent, the district may remove the student from the district's education program or activity, on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal.

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

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

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

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

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared

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

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

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

1. The district's complaint process, including any informal resolution process

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview. If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

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

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

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

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

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

Written Decision

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

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit

written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

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

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

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

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

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

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

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

Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

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

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant,

and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

   The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1)

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent/guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination

Exhibit 4119.12-E(1): Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures **Status:** ADOPTED

Original Adopted Date: ~~05/11/2021~~10/01/2020 | **Last Revised Date:** ~~—~~06/01/2025 | **Last Reviewed Date:** 06/01/2025

NOTICE OF TITLE IX ~~NONDISCRIMINATION~~

SEXUAL HARASSMENT POLICY

The ~~Code of Federal Regulations, Title 34, Section 106.8 requires the~~ district ~~to issue the following notification to employees, job applicants, and employee organizations:~~

~~The district does~~shall not discriminate on the basis of sex ~~and prohibits sex discrimination, including sex-based harassment,~~ in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

The district ~~is required, as specified in Title IX, to~~shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The ~~district has designated and authorized the~~ following employee~~(s)~~ serves as the district's Title IX Coordinator~~, to address~~ and is responsible for addressing concerns or inquiries regarding discrimination on the basis of sex, including ~~sex-based~~sexual harassment:

~~Assistant Superintendent of Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7095~~
~~kzazo@alamedaunified.org~~
(name and/or title/position)
(address)
(telephone number)
(email address)

Any individual may report sex discrimination, including ~~sex-based~~sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of ~~sex discrimination, including sex-based~~sexual harassment, the Title IX Coordinator

~~will~~shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on ~~sex discrimination, including sex-based~~sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - ~~Sex Discrimination and Sex-Based~~Sexual Harassment, and Administrative Regulation 4119.12/4219.12/4319.12 - Title ~~IX Sex Discrimination and Sex-Based~~ Sexual Harassment Complaint Procedures~~,~~ on the district's website at ~~https://www.alamedaunified.org/board/board-policies.~~

(insert website link)_____.

To inspect or obtain a copy of the district's ~~sex discrimination and sex-based~~sexual harassment policies and administrative regulations, please contact:

~~Executive Assistant~~ (insert location/phone/email of ~~Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7063~~
~~mnalamothu@alamedaunified.org~~contact person) _____.

Materials used to train ~~employees;~~ the Title IX Coordinator~~;~~, investigator(s), decisionmaker(s), and ~~other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and~~ any person(s) who facilitates an informal resolution process, are also publicly available on the district's website or at the district office upon request.

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent ~~or~~ /guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-~~270~~262.4	~~Prohibition of discrimination~~Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion

Exhibit 4119.12-E(1): Title IX Sexual Harassment Complaint Procedures Status: ADOPTED

Original Adopted Date: 10/01/2020 **| Last Revised Date: | Last Reviewed Date:**

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The district shall not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

The district shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The following employee serves as the district's Title IX Coordinator and is responsible for addressing concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment:

Assistant Superintendent of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510) 337-7095
kzazo@alamedaunified.org

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, on the district's website at https://www.alamedaunified.org/board/board-policies.

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact:

Executive Assistant of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510) 337-7063
mnalamothu@alamedaunified.org

Materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who facilitates an informal resolution process, are also publicly available on the district's website or at the district office upon request.

Exhibit 4219.12-E(1): Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures **Status:** ADOPTED

Original Adopted Date: ~~05/11/2021~~10/01/2020 | **Last Revised Date:** ~~—~~06/01/2025 | **Last Reviewed Date:** 06/01/2025

NOTICE OF TITLE IX ~~NONDISCRIMINATION~~

SEXUAL HARASSMENT POLICY

The ~~Code of Federal Regulations, Title 34, Section 106.8 requires the~~ district ~~to issue the following notification to employees, job applicants, and employee organizations:~~

~~The district does~~shall not discriminate on the basis of sex ~~and prohibits sex discrimination, including sex-based harassment,~~ in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

The district ~~is required, as specified in Title IX, to~~shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The ~~district has designated and authorized the~~ following employee~~(s)~~ serves as the district's Title IX Coordinator~~, to address~~ and is responsible for addressing concerns or inquiries regarding discrimination on the basis of sex, including ~~sex-based~~sexual harassment:

~~Assistant Superintendent of Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7095~~
~~kzazo@alamedaunified.org~~
(name and/or title/position)
(address)
(telephone number)
(email address)

Any individual may report sex discrimination, including ~~sex-based~~sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of ~~sex discrimination, including sex-based~~sexual harassment, the Title IX Coordinator

~~will~~shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on ~~sex discrimination, including sex-based~~sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - ~~Sex Discrimination and Sex-Based~~Sexual Harassment, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sex Discrimination and Sex-Based~~ Sexual Harassment Complaint Procedures~~,~~ on the district's website at ~~https://www.alamedaunified.org/board/board-policies.~~

(insert website link) _____.

To inspect or obtain a copy of the district's ~~sex discrimination and sex-based~~sexual harassment policies and administrative regulations, please contact:

~~Executive Assistant~~ (insert location/phone/email of ~~Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7063~~
~~mnalamothu@alamedaunified.org~~contact person) _____.

Materials used to train ~~employees;~~ the Title IX Coordinator~~;~~, investigator(s), decisionmaker(s), and ~~other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and~~ any person(s) who facilitates an informal resolution process, are also publicly available on the district's website or at the district office upon request.

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent ~~or~~ /guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-~~270~~262.4	~~Prohibition of discrimination~~Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion

Exhibit 4219.12-E(1): Title IX Sexual Harassment Complaint Procedures Status: ADOPTED

Original Adopted Date: 10/01/2020 **| Last Revised Date: | Last Reviewed Date:**

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The district shall not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

The district shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The following employee serves as the district's Title IX Coordinator and is responsible for addressing concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment:

Assistant Superintendent of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510) 337-7095
kzazo@alamedaunified.org

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, on the district's website at https://www.alamedaunified.org/board/board-policies.

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact:

Executive Assistant of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510) 337-7063
mnalamothu@alamedaunified.org

Materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who facilitates an informal resolution process, are also publicly available on the district's website or at the district office upon request.

Exhibit 4319.12-E(1): Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures **Status:** ADOPTED

Original Adopted Date: ~~05/11/202~~10/01/2020 | **Last Revised Date:** ~~—~~06/01/2025 | **Last Reviewed Date:** 06/01/2025

NOTICE OF TITLE IX ~~NONDISCRIMINATION~~

SEXUAL HARASSMENT POLICY

The ~~Code of Federal Regulations, Title 34, Section 106.8 requires the~~ district ~~to issue the following notification to employees, job applicants, and employee organizations:~~

~~The district does~~shall not discriminate on the basis of sex ~~and prohibits sex discrimination, including sex-based harassment,~~ in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

The district ~~is required, as specified in Title IX, to~~shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The ~~district has designated and authorized the~~ following employee~~(s)~~ serves as the district's Title IX Coordinator~~, to address~~ and is responsible for addressing concerns or inquiries regarding discrimination on the basis of sex, including ~~sex-based~~sexual harassment:

~~Assistant Superintendent of Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7095~~
~~kzazo@alamedaunified.org~~
(name and/or title/position)
(address)
(telephone number)
(email address)

Any individual may report sex discrimination, including ~~sex-based~~sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of ~~sex discrimination, including sex-based~~sexual harassment, the Title IX Coordinator ~~will~~shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on ~~sex discrimination, including sex-based~~sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - ~~Sex Discrimination and Sex-Based~~Sexual Harassment, and Administrative Regulation 4119.12/4219.12/4319.12 - Title ~~IX Sex Discrimination and Sex-Based~~ Sexual Harassment Complaint Procedures~~,~~ on the district's website at ~~https://www.alamedaunified.org/board/board-policies~~

(insert website link)_____.

To inspect or obtain a copy of the district's ~~sex discrimination and sex-based~~sexual harassment policies and administrative regulations, please contact:

~~Executive Assistant~~ (insert location/phone/email of ~~Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7063~~
~~mnalamothu@alamedaunified.org~~
contact person) _____.

Materials used to train ~~employees;~~ the Title IX Coordinator~~;~~, investigator(s), decisionmaker(s), and ~~other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and~~ any person(s) who facilitates an informal resolution process, are also publicly available on the district's website or at the district office upon request.

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent ~~or~~ /guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-~~270~~262.4	~~Prohibition of discrimination~~Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment

Exhibit 4319.12-E(1): Title IX Sexual Harassment Complaint Procedures Status: ADOPTED

Original Adopted Date: 05/11/202 **| Last Revised Date: | Last Reviewed Date:**

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The district shall not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

The district shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The following employee serves as the district's Title IX Coordinator and is responsible for addressing concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment:

Assistant Superintendent of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510 337-7095
kzazo@alamedaunified.org

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, on the district's website at https://www.alamedaunified.org/board/board-policies.

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact:

Executive Assistant of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510) 337-7063
mnalamothu@alamedaunified.org

Materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who facilitates an informal resolution process, are also publicly available on the district's website or at the district office upon request.

Policy 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 11/15/2016 | **Last Revised Date:** 01/09/2024 | **Last Reviewed Date:** 01/09/2024

The Governing Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to ~~school~~ district activity or ~~to school~~ attendance ~~occurring within a district school, and~~ to acts which occur off campus or outside of ~~school~~district-related or ~~school~~district-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the ~~Governing~~ Board and the Superintendent in enacting policies and procedures that govern the district.

~~The Governing Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities.~~ The Board prohibits, at any district school or ~~school~~ activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, ~~of any student by anyone, based on the student's actual or perceived race; color; ancestry; nationality national origin immigration status ethnic group identification ethnicity age religion pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recover; parental, marital, and family status; physical or mental disability; medical condition; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; or genetic information; or, association with a person or group with one or more of these actual or perceived characteristics.~~ against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

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

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

Because unlawful discrimination could occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly,

consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

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

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's web site in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education code 234.1, 234.6; 34 CFR 106.8)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase ~~the school community's~~ understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

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

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

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee ~~shall~~ may engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee ~~shall~~ may also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

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.

~~Allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sex discrimination, including sex-~~

~~based harassment, under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures..~~

Complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 5145.71 – Title IX Sexual Harassment Complaint Procedures.

Record-Keeping

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

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

State	Description
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 17585	School modernization project; all-gender restroom
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 33353	California Interscholastic Federation; standardized incident form
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900.3	Suspension or expulsion for act of hate violence
Ed. Code 48900.4	Suspension or expulsion for harassment, threats, or intimidation
Ed. Code 48900.5	Suspension; other means of correction
Ed. Code 48904	Liability of parent/guardian for willful student misconduct

Policy 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 11/15/2016 | **Last Revised Date:** 01/09/2024 | **Last Reviewed Date:** 01/09/2024

The Governing Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to district activity or attendance to acts which occur off campus or outside of district-related or district-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Board and the Superintendent in enacting policies and procedures that govern the district.

The Board prohibits, at any district school or activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

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

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

Because unlawful discrimination could occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

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

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's web site in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education code 234.1, 234.6; 34 CFR 106.8)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

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

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

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee may engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee may also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

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.

Complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 5145.71 – Title IX Sexual Harassment Complaint Procedures.

Record-Keeping

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

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

State	Description
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 17585	School modernization project; all-gender restroom
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 33353	California Interscholastic Federation; standardized incident form
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900.3	Suspension or expulsion for act of hate violence
Ed. Code 48900.4	Suspension or expulsion for harassment, threats, or intimidation
Ed. Code 48900.5	Suspension; other means of correction
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49020-49023	Athletic programs
Ed. Code 49060-49079	Student records
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51500	Prohibited instruction or activity
Ed. Code 51501	Nondiscriminatory subject matter

Regulation 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 11/15/2016 | **Last Revised Date:** | **Last Reviewed Date:**

The District designates the individual(s) identified below as the Compliance Officer(s). The employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the Compliance Officer(s) specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination of a student, and the Title IX Coordinator specified in Administrative Regulation 5145.7 – Sexual ~~Discrimination and Sex-Based~~ Hharassment as the responsible employee to handle complaints alleging unlawful sexual ~~discrimination and sex-based~~ harassment, as permitted by law. The Compliance Officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent of Educational Services
2060 Challenger Drive, Alameda, CA 94583
510.337.7095
kzazo@alamedaunified.org

Measures to Prevent Discrimination

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

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the Compliance Officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications

2. Post the district's policies and procedures prohibiting discrimination, harassment, student ~~sex-based~~ sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.1, 234.6)

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

4. Post in a prominent location on the district website in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, ~~; sex characteristics; sexual orientation; gender; gender identity; pregnancy; childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and parental, marital, and family status,~~ including the following: (Education Code 221.6, 221.61, 234.6)

a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

c. A description of how to file a complaint of noncompliance under Title IX, which shall include:

(1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

(2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's website

(3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

d. A link to the Title IX information included on the California Department of Education's (CDE) website

~~5. By April 1, 2025, post CDE's standardized incident form to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events, including information on how to submit a completed incident form to the district (Education Code 33353)~~
~~CSBA NOTE: Pursuant to Title IX and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, districts are required to provide a notice of nondiscrimination on the basis of sex, as specified below.~~

~~6. Post in a prominent location on the district's website and include in each handbook, catalog, announcement, bulletin, and application form for students, parents/guardians or other authorized legal representative, and employees, the Title IX notice of nondiscrimination which includes the following: (34 CFR 106.8)~~

~~a. The district does not discriminate on the basis of sex in any education program or activity that it operates~~

~~b. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator and/or OCR~~

~~c. The name or title, office and email address, and telephone number of the district's Title IX Coordinator~~

~~d. How to locate the district's nondiscrimination policy and the district's grievance procedures for Title IX complaints~~

~~e. How to report conduct that may constitute sex discrimination under Title IX~~

~~f. How to make a complaint of Title IX sex discrimination~~

~~If necessary due to the format or size of any publication specified above, the district may include only the statement that the district prohibits sex discrimination in any education program or~~

activity that it operates, that individuals may report concerns or questions to the Title IX Coordinator, and the location of the complete notice on the district's website.

The district shall not distribute a publication stating that the district treats students, employees or applicants differently on the basis of sex, unless such treatment is permitted by Title IX.

7. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. (Education Code 234.5)

Such resources shall be posted in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)

8. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.

9. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students.

The notice shall inform students and parents/guardians that they may request to meet with the Compliance Officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

10. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

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

11. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them.

Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students.

12. Provide to certificated employees serving students in grades 7-12 information on existing school and community resources related to the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students, or related to the support of students who may face bias or bullying on the basis of any of the actual or perceived characteristics in Penal Code 422.55, including immigration status; Education Code 220; and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation; or association with a person or group with one or more of these actual or perceived characteristics (Education Code 234.1)

~~13. For the 2025-2026 school year through the 2029-2030 school year, provide annually to certificated employees serving students in grades 7-12 at least one hour of training to support LGBTQ+ cultural competency in accordance with Education Code 218.3~~

~~14. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)~~

~~15. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.~~

5. Post CDE's standardized incident form to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events, including information on how to submit a completed incident form to the district (Education Code 33353)

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Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students.

11. Provide to certificated employees serving students in grades 7-12 information on existing school and community resources related to the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students, or related to the support of students who may face bias or bullying on the basis of any of the actual or perceived characteristics in Penal Code 422.55, including immigration status; Education Code 220; and disability, gender, gender identity, gender

expression, nationality, race or ethnicity, religion, sexual orientation; or association with a person or group with one or more of these actual or perceived characteristics (Education Code 234.1)
12. For the 2025-2026 school year through the 2029-2030 school year, provide annually to certificated employees serving students in grades 7-12 at least one hour of training to support LGBTQ+ cultural competency in accordance with Education Code 218.3

13. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so (Education Code 234.1)

14. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights

Process for Initiating and Responding to Complaints

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

Any ~~school~~ district employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the Compliance Officer, Title IX Coordinator, or principal within a one work day, regardless of whether or not the alleged victim files a complaint.

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

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the P~~p~~rincipal, ~~or~~ Compliance Officer, or Title IX ~~coordinator~~Coordinator, the P~~p~~rincipal, ~~or~~ Compliance Officer, or Title IX Coordinator shall notify the student or parent/guardian of the right to file a formal complaint in accordance with Administrative Regulation 1312.3 - Uniform Complaint Procedures or, for complaints of ~~-~~sexual ~~discrimination, including sex-based~~ harassment ~~the right to initiate the l~~ that meet the federal Title IX ~~grievance procedures as specified in~~ definition, Administrative Regulation 5145.71 - Title IX Sex discrimination and Sex-Based Harassment Complaint Procedures. Once notified verbally or in writing, the Compliance Officer or Title IX Coordinator shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the P~~p~~rincipal, Compliance Officer, Title IX Coordinator, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Support for Intersex, Nonbinary, Transgender and Gender-Nonconforming Students

Gender refers to a student's sex, and includes a student's gender identity and gender expression. (Education Code 210.7)

Gender identity refers to a student's gender-related identity, appearance, or behavior as determined from the student's internal sense, regardless of whether that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

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

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

Gender-nonconforming refers to when a student's gender expression differs from stereotypical expectations.

Intersex refers to when a student has natural bodily variations in anatomy, hormones, chromosomes, and other traits that differ from expectations generally associated with female and male bodies.

Nonbinary refers to when a student's gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.

Sex refers to the biological condition of being a female or male human being. (5 CCR 4910)

Transgender refers to when a student's gender identity is different from the sex assigned at birth. The district shall ensure that all students, regardless of sex, gender, gender identity or gender expression, are afforded the same rights, benefits, and protections provided to students by law and Board policy. To do so, the Superintendent or designee shall address each situation that arises on a case-by-case basis and in accordance with the following guidelines:

1. Acceptance of a Student's Gender Identity: The district shall accept the student's assertion of the

student's gender identity and treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose

2. Use of Names and Pronouns: Upon request by a student, district personnel shall address the student by the requested name and pronoun(s), without the necessity of a court order or a change to the student's mandatory permanent student record

Inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or pronouns may not constitute a violation of this administrative regulation or the accompanying Board policy.

3. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity

Additionally, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by sex, such as for class discussions, yearbook pictures, and field trips.

To address any student's privacy concerns in using sex-segregated facilities, the district shall consider offering a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, in no case shall the district require a student to utilize these options because of the student's sex, gender, gender identify, or gender expression. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

Beginning July 1, 2026, each school shall provide and maintain at least one all-gender restroom for student use that meets the requirements of Education Code 35292.5.

4. Adherence to Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site, which may not discriminate on the basis of sex, gender, gender identity or gender expression

5. Equal Access to Educational Programs and Activities: Upon request by a student based on the student's gender identity or gender expression, the Compliance Officer shall identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained

The Compliance Officer shall consider the rights of all students and how those rights may affect and be affected by the rights of other students. Additionally, the Compliance Officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's sex, gender, gender identity, or gender expression so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are providing equal access to programs and activities.

6. Right to privacy: A student's sex, gender, gender identity, and gender status is private information

The district may only disclose such information to others when the disclosure is permitted by law, with the student's prior written consent, or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. (Education Code 220.3, 220.5; 34 CFR 99.31, 99.36)

7. Student Records: A student's sex and legal name shall be maintained as part of a student's mandatory permanent student record as specified in 5 CCR 432 and shall only be changed with proper documentation (Education Code 49061-49072)

When a request to change a student's gender or name is submitted without proper documentation, any change to the student's gender or name shall be applied only to documents not included in the mandatory permanent student record such as attendance sheets, report cards, and school identification.

The Superintendent or designee shall follow this guideline such that it does not change or alter the obligations of the district to maintain student records in accordance with Board Policy/Administrative Regulation 5125 – Student Records, and to ensure access to such records in accordance with Board Policy/Administrative Regulation 1340 – Access to District Records.

The district prohibits any act of verbal, nonverbal, or physical aggression, intimidation, or hostility, including any such act based on sex, gender, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature, including, but not limited to:

1. Refusing to address or refer to a student in a manner consistent with the student's gender identity

2. Disciplining a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity

3. Blocking, prohibiting, or restricting a student's entry to the restroom that corresponds to the student's gender identity

4. Disclosing student records that reveal a student's gender identity to individuals who do not have a legitimate need for the information except as permitted by law

5. Verbally or physically assaulting a student because of the student's sex, gender, gender identity, or gender expression, including, but not limited to, causing, attempting to cause, threatening to cause, or participating in an act of hate violence on the basis of sex, gender, gender identity, or gender expression

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

State	Description
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 17585	School modernization project; all-gender restroom
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 33353	California Interscholastic Federation; standardized incident form
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900.3	Suspension or expulsion for act of hate violence

Regulation 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 11/15/2016 **| Last Revised Date: | Last Reviewed Date:**

The District designates the individual(s) identified below as the Compliance Officer(s). The employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the Compliance Officer(s) specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination of a student, and the Title IX Coordinator specified in Administrative Regulation 5145.7 – Sexual Harassment as the responsible employee to handle complaints alleging unlawful sexual harassment, as permitted by law. The Compliance Officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent of Educational Services
2060 Challenger Drive, Alameda, CA 94583
510.337.7095
kzazo@alamedaunified.org

Measures to Prevent Discrimination

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

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the Compliance Officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications

2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.1, 234.6)

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

4. Post in a prominent location on the district website in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, including the following: (Education Code 221.6, 221.61, 234.6)

    a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

c. A description of how to file a complaint of noncompliance under Title IX, which shall include:

(1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

(2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's website

(3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

d. A link to the Title IX information included on the California Department of Education's (CDE) website

5. Post CDE's standardized incident form to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events, including information on how to submit a completed incident form to the district (Education Code 33353)

6. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5. 234.6)
Such resources shall be posted in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

7. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior
8. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students

The notice shall inform students and parents/guardians that they may request to meet with the Compliance Officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

9. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

10. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited

discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them

Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students.

11. Provide to certificated employees serving students in grades 7-12 information on existing school and community resources related to the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students, or related to the support of students who may face bias or bullying on the basis of any of the actual or perceived characteristics in Penal Code 422.55, including immigration status; Education Code 220; and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation; or association with a person or group with one or more of these actual or perceived characteristics (Education Code 234.1)
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When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the Principal, Compliance Officer, or Title IX Coordinator, the Principal, Compliance Officer, or Title IX Coordinator shall notify the student or parent/guardian of the right to file a formal complaint in accordance with Administrative Regulation 1312.3 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, Administrative Regulation 5145.71 - Title IX Sex discrimination and Sex-Based Harassment Complaint Procedures. Once notified verbally or in writing, the Compliance Officer or Title IX Coordinator shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the Principal, Compliance Officer, Title IX Coordinator, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

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Board policy. To do so, the Superintendent or designee shall address each situation that arises on a case-by-case basis and in accordance with the following guidelines:

1. Acceptance of a Student's Gender Identity: The district shall accept the student's assertion of the student's gender identity and treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose

2. Use of Names and Pronouns: Upon request by a student, district personnel shall address the student by the requested name and pronoun(s), without the necessity of a court order or a change to the student's mandatory permanent student record

Inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or pronouns may not constitute a violation of this administrative regulation or the accompanying Board policy.

3. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity

Additionally, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by sex, such as for class discussions, yearbook pictures, and field trips.

To address any student's privacy concerns in using sex-segregated facilities, the district shall consider offering a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, in no case shall the district require a student to utilize these options because of the student's sex, gender, gender identify, or gender expression. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

Beginning July 1, 2026, each school shall provide and maintain at least one all-gender restroom for student use that meets the requirements of Education Code 35292.5.

4. Adherence to Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site, which may not discriminate on the basis of sex, gender, gender identity or gender expression

5. Equal Access to Educational Programs and Activities: Upon request by a student based on the student's gender identity or gender expression, the Compliance Officer shall identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained

The Compliance Officer shall consider the rights of all students and how those rights may affect and be affected by the rights of other students. Additionally, the Compliance Officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's sex, gender, gender identity, or gender expression so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are providing equal access to programs and activities.

6. Right to privacy: A student's sex, gender, gender identity, and gender status is private information

The district may only disclose such information to others when the disclosure is permitted by law, with the student's prior written consent, or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. (Education Code 220.3, 220.5; 34 CFR 99.31, 99.36)

7. Student Records: A student's sex and legal name shall be maintained as part of a student's mandatory permanent student record as specified in 5 CCR 432 and shall only be changed with proper documentation (Education Code 49061-49072)

When a request to change a student's gender or name is submitted without proper documentation, any change to the student's gender or name shall be applied only to documents not included in the mandatory permanent student record such as attendance sheets, report cards, and school identification.

The Superintendent or designee shall follow this guideline such that it does not change or alter the obligations of the district to maintain student records in accordance with Board Policy/Administrative Regulation 5125 – Student Records, and to ensure access to such records in accordance with Board Policy/Administrative Regulation 1340 – Access to District Records.

The district prohibits any act of verbal, nonverbal, or physical aggression, intimidation, or hostility, including any such act based on sex, gender, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature, including, but not limited to:

1. Refusing to address or refer to a student in a manner consistent with the student's gender identity

2. Disciplining a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity

3. Blocking, prohibiting, or restricting a student's entry to the restroom that corresponds to the student's gender identity

4. Disclosing student records that reveal a student's gender identity to individuals who do not have a legitimate need for the information except as permitted by law

5. Verbally or physically assaulting a student because of the student's sex, gender, gender identity, or gender expression, including, but not limited to, causing, attempting to cause, threatening to cause, or participating in an act of hate violence on the basis of sex, gender, gender identity, or gender expression

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

State	Description
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 17585	School modernization project; all-gender restroom
Ed. Code 200-262.4	Prohibition of discrimination

Policy 5145.7: ~~Sex Discrimination and Sex-Based~~Sexual Harassment

Status: ADOPTED

Original Adopted Date: ~~11/15/2016~~03/01/2012 | **Last Revised Date:** ~~05/11/2021~~06/01/2025 | **Last Reviewed Date:** ~~05/11/2021~~06/01/2025

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from discrimination and harassment. The Board prohibits at ~~school~~district or at ~~school~~district-sponsored or ~~school~~district-related activities, ~~sex discrimination and sex-based~~sexual harassment, as defined in the accompanying administrative regulation, targeted at any student~~, based on the student's actual or perceived sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and, parental, marital, and family status.~~.

Additionally, the Board prohibits retaliatory behavior or action against any person who ~~complains or~~reports, files a complaint, testifies about~~ conduct that reasonably may constitute sex discrimination, including sex-based~~, assists with, or otherwise supports a complainant in alleging sexual harassment~~, reports such conduct~~, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1, 221.8; 34 CFR 106.71)

The district strongly encourages students who feel that they are being or have experienced ~~sex discrimination, including sex-based~~sexual harassment~~,~~ on ~~school~~district grounds or at a ~~school~~district-sponsored or ~~school~~district-related activity, or off-campus when the conduct has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.

Any employee who receives a report or observes an incident of ~~sex discrimination, including sex-based~~sexual harassment~~,~~ by or against a student in a district education program or activity shall report the incident to the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint ~~or allegation~~ alleging sexual harassment is addressed through Administrative Regulation 5145.71 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures or Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 5145.71 - Title IX Sexual Harassment

Complaint Procedures concurrently meets the requirements of Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

The Title IX Coordinator shall offer and coordinate supportive measures to ~~be provided to~~ the complainant and~~, if the district has begun grievance procedures or offered an informal resolution process to the~~ respondent, ~~offer and coordinate supportive measures to be provided to the respondent~~ as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of this policy in the manner specified in the accompanying administrative regulation.

The Superintendent or designee shall ensure that all district staff are trained regarding ~~the district's sex discrimination and sex-based harassment~~this policy, and that ~~all~~ employees required to receive training related to their duties under Title IX receive training as specified in Administrative Regulation 4119.11/4219.11/4319.11 - ~~Sex Discrimination and Sex-Based~~Sexual Harassment. ~~(~~(Government Code 12950.1; 2 CCR 11023, 11024; 34 CFR 106.~~8~~45)

Instruction/Information

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

1. What acts and behavior constitute ~~sex discrimination and sex-based~~sexual harassment, including the fact that ~~sex discrimination and sex-based~~sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure ~~sex discrimination or sex-based~~sexual harassment under any circumstance

3. Encouragement to report observed incidents of ~~sex discrimination and sex-based~~sexual harassment even when the alleged victim of the ~~discrimination or~~ harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a ~~sex discrimination or sex-based~~sexual harassment incident will be addressed separately and will not affect the manner in which the ~~sex discrimination or sex-based~~sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every ~~sex discrimination and sex-based~~sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the ~~discrimination or~~ harassment, shall be investigated and action shall be taken to respond to the harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of ~~sex discrimination and/or sex-based~~sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a ~~sex discrimination or sex-based~~sexual harassment complaint continues

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

Disciplinary Actions

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

Upon completion of an investigation of ~~sex discrimination and/or sex-based~~ sexual harassment, any employee found to have engaged in ~~sex discrimination against, and/or sex-based~~sexual harassment or sexual violence toward~~,~~ any student~~,~~ shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain records in accordance with law, including in accordance with ~~34 CFR 106.8 as specified in~~ Administrative Regulation 5145.71 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures, and district policies and regulations, of all reported cases of ~~sex-based~~sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

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

State	Description
5 CCR 432	~~Student records~~Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Policy 5145.7: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 11/15/2016 **| Last Revised Date: | Last Reviewed Date:**

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from discrimination and harassment. The Board prohibits at district or at district-sponsored or district-related activities, sexual harassment, as defined in the accompanying administrative regulation, targeted at any student.

Additionally, the Board prohibits retaliatory behavior or action against any person who reports, files a complaint, testifies about, assists with, or otherwise supports a complainant in alleging sexual harassment, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1, 221.8; 34 CFR 106.71)

The district strongly encourages students who feel that they are being or have experienced sexual harassment on district grounds or at a district-sponsored or district-related activity, or off-campus when the conduct has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.

Any employee who receives a report or observes an incident of sexual harassment by or against a student in a district education program or activity shall report the incident to the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures or Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures concurrently meets the requirements of Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

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

The Superintendent or designee shall inform students and parents/guardians of this policy in the manner specified in the accompanying administrative regulation.

The Superintendent or designee shall ensure that all district staff are trained regarding this policy, and that employees required to receive training related to their duties under Title IX receive training as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment. (Government Code 12950.1; 2 CCR 11023, 11024; 34 CFR 106.45)

Instruction/Information

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

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to the harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

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

Disciplinary Actions

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

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

Record-Keeping

The Superintendent or designee shall maintain records in accordance with law, including in accordance with Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures, and district policies and regulations, of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

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

State	Description
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent/guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	No requirement to disclose information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English

Regulation 5145.7: ~~Sex Discrimination and Sex-Based~~Sexual Harassment **Status:** ADOPTED

Original Adopted Date: ~~11/15/2016~~10/01/2014 | **Last Revised Date:** ~~—~~06/01/2025 | **Last Reviewed Date:** 06/01/2025

~~The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.~~

~~**Definitions**~~

~~*Sex discrimination* includes treating a student differently with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services based on the student's sex, sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or the student's association with a person or group with one or more of these actual or perceived characteristics.~~

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

~~*Sex-based*~~
Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of ~~sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)~~

~~1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct~~

~~2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's~~

~~education program or activity~~

~~Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.~~

~~3. Sexual assault, dating violence, domestic violence, or stalking as defined in 34 CFR 106.2~~

one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status. (Education Code 200, 210.2, 220, 221.51, 230, 260; Government Code 11135; 20 USC 1681-1688)

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

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress

2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student

3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment

4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

~~**Examples of Sex Discrimination and Sex-Based Harassment**~~

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

~~1. Unwelcome leering, sexual flirtations, or propositions~~

~~2. Unwelcome sex-based slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions~~

~~3. Graphic verbal comments about an individual's body or overly personal conversation~~

~~4. Sex-based jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature~~

~~5. Spreading sex-based rumors~~

6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class

7. Massaging, grabbing, fondling, stroking, or brushing the body

8. Touching an individual's body or clothes in a sexual way

9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex

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

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

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

10.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity

11.3. Sexual assault, sexual battery, or sexual coercion
-dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

12. Electronic communications containing comments, words, or images described above

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX. The individual(s) shall also serve as the Compliance Officer(s) specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures and Administrative Regulation 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle student complaints alleging unlawful discrimination, as permitted by law. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent of Educational Services may be contacted at:

_____
(title or position)
_____
(address)
_____
(telephone number)

_____

(email)

Notifications

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

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

The Superintendent or designee shall ensure that a copy of the district's sexual harassment policy and regulation:
~~2060 Challenger Drive., Alameda, CA 94501~~
~~(510) 337-7095~~
~~kzazo@alamedaunified.org~~

~~**Notifications**~~

~~To prevent unlawful sex discrimination and sex-based harassment in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment.~~

~~In addition to the measures to prevent discrimination specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment, the Superintendent or designee shall ensure that a copy of the district's sex discrimination and sex-based harassment policy and regulation:~~

1. Is included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

~~1.~~2. Is displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

~~2.~~3. Is summarized on a poster, which shall be prominently and conspicuously displayed in each bathroom and locker room at each school

   The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

4. Is posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website in a manner that is easily accessible to

parents/guardians and students (Education Code 234.6; 34 CFR 106.8)

~~3.~~5. Is provided as part of any orientation program conducted for new and continuing students at the time the student is enrolled or at the beginning of each quarter, semester, or summer session (Education Code 231.5)

~~4.~~6. Appears in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

Reports and Complaints

A student or a student's parent(s)/guardian(s) who believes that the student has been subjected to ~~sex discrimination, including sex-based~~sexual harassment~~,~~ in a district program or activity or who has witnessed ~~sex discrimination, including sex-based~~sexual harassment~~,~~ is strongly encouraged to report the incident to the district's Title IX Coordinator, a teacher, the principal, or any other available school employee. Within one workday of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes ~~sex discrimination or sex-based~~an incident of sexual harassment shall, within one workday, report the observation to the Title IX Coordinator as specified in the accompanying ~~board~~Board policy. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

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

~~**Complaint Procedures**~~

~~All complaints and allegations of sex discrimination and sex-based harassment shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.~~

~~**Issues Unique to Intersex, Nonbinary, Transgender and Gender-Nonconforming Students**~~

~~*Gender identity of a student* means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, regardless of whether that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.~~

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

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

~~*Gender-nonconforming student* means a student whose gender expression differs from stereotypical expectations.~~

~~*Intersex student* means a student with natural bodily variations in anatomy, hormones, chromosomes, and other traits that differ from expectations generally associated with female and male bodies.~~

~~*Nonbinary student* means a student whose gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.~~

~~*Transgender student* means a student whose gender identity is different from the gender assigned at birth.~~

~~The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, sex stereotypes, sex characteristics, sexual orientation, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct that are prohibited in the district and which may constitute sex-based hostile environment harassment include, but are not limited to:~~
When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

All complaints alleging sexual harassment against students in the school setting shall be investigated and resolved in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures.

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

1. ~~Refusing to address a student by a name and the pronouns consistent with the student's gender identity~~
2. ~~Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable~~

3. Blocking a student's entry to the restroom that corresponds to the student's gender identity

4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex

5. Revealing a student's gender identity to individuals who do not have a legitimate need for the information, without the student's consent

6. Using gender-specific slurs

7. Assaulting a student because of the student's gender, sex characteristic, sexual orientation, gender identity, or gender expression

To ensure that intersex, nonbinary, transgender, and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's intersex, nonbinary, transgender, or gender-nonconforming status is the student's private information

   The district shall develop strategies to prevent unauthorized disclosure of students' private information. Such strategies may include, but are not limited to, collecting or maintaining information about student gender only when relevant to the educational program or activity, protecting or revealing a student's gender identity as necessary to protect the health or safety of the student, and keeping a student's unofficial record separate from the official record.

   The district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. (Education Code 220.3, 220.5; 34 CFR 99.31, 99.36)

   The district shall only allow disclosure of a student's personally identifiable information to employees in accordance with law. Any district employee to whom a student's intersex, nonbinary, transgender, or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the Compliance Officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming student. If the student permits the employee to notify the Compliance Officer, the employee shall do so within three school days.

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

2. Determining a Student's Gender Identity: The Compliance Officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender

identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose

3. Addressing a Student's Transition Needs: The Compliance Officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained

   The meeting shall discuss the intersex, nonbinary, transgender, or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the Compliance Officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity

   To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is intersex, nonbinary, transgender, or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

   Beginning July 1, 2026, each school shall provide and maintain at least one all-gender restroom for student use that meets the requirements of Education Code 35292.5.

5. Student Records: Upon each student's enrollment, the district is required to maintain a mandatory permanent student record (official record) that includes the student's gender and legal name

   A student's legal name as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. A student's gender as entered on the student's official record required pursuant to 5 CCR 432 shall only be changed with written authorization of a parent/guardian having legal custody of the student. (Education Code 49061)

   However, when proper documentation or authorization, as applicable, is not submitted with a request to change a student's legal name or gender, any change to the student's record shall be limited to the student's unofficial records such as attendance sheets, report cards,

~~and school identification.~~

6. ~~Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record~~

   ~~However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying board policy.~~

7. ~~Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site~~

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

State	Description
5 CCR 432	~~Student records~~Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent ~~or~~ /guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	~~Prohibition of disclosure of~~No requirement to disclose information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 35292.5	~~School restrooms; all-gender restrooms~~School restrooms; all-gender restrooms
Ed. Code 48900	Grounds for suspension or expulsion

Regulation 5145.7: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 11/15/2016 **| Last Revised Date: | Last Reviewed Date:**

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status. (Education Code 200, 210.2, 220, 221.51, 230, 260; Government Code 11135; 20 USC 1681-1688)

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

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress

2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student

3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment

4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

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

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

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX. The individual shall also serve as the Compliance Officer specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures and Administrative Regulation 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle student complaints alleging unlawful discrimination, as permitted by law. The Title IX Coordinator may be contacted at:

Assistant Superintendent of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510) 337-7095
kzazo@alamedaunified.org

Notifications

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

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

The Superintendent or designee shall ensure that a copy of the district's sexual harassment policy and regulation:

1. Is included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

2. Is displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

3. Is summarized on a poster, which shall be prominently and conspicuously displayed in each bathroom and locker room at each school

   The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

4. Is posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.6; 34 CFR 106.8)

5. Is provided as part of any orientation program conducted for new and continuing students at the time the student is enrolled or at the beginning of each quarter, semester, or summer session (Education Code 231.5)

6. Appears in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

Reports and Complaints

A student or a student's parent(s)/guardian(s) who believes that the student has been subjected to sexual harassment in a district program or activity or who has witnessed sexual harassment is strongly encouraged to report the incident to the district's Title IX Coordinator, a teacher, the principal, or any other available school employee. Within one workday of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment shall, within one workday, report the observation to the Title IX Coordinator as specified in the accompanying Board policy. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

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

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

All complaints alleging sexual harassment against students in the school setting shall be investigated and resolved in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures.

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

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

State	Description

Regulation 5145.71: Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures **Status:** ADOPTED

Original Adopted Date: ~~04/12/2021~~07/01/2020 | **Last Revised Date:** ~~—~~06/01/2025 | **Last Reviewed Date:** 06/01/2025

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a ~~district~~ student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct ~~on or after August 1, 2024, including, but not limited to,~~

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that ~~is under the authority of the district, that constitutes sex discrimination, including sex-~~it effectively denies a student equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based ~~harassment. For~~ on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to ~~this date, the district should utilize its policies in place at the time the alleged sex discrimination, including sex-based~~August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment~~, occurred, so long as they are~~ brought by or on behalf of students shall be investigated and resolved in accordance with ~~the applicable statutes and regulations.~~

~~Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in~~ Board Policy/Administrative Regulation ~~5145.7 - Sex Discrimination and Sex-Based Harassment~~1312.3 - Uniform Complaint Procedures. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

~~1. Treat complainants and respondents equitably~~

1. ~~Ensure that the Title IX Coordinator or designee~~Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

~~2.~~3. Ensure that the Title IX Coordinator, investigator, ~~or~~ decisionmaker ~~not have a conflict of interest or bias for or against complainants,~~ or ~~respondents generally or an individual complainant or respondent~~

   ~~The investigator and the decisionmaker may be the same~~ any person ~~as the Title IX Coordinator or designee.~~that facilitates an informal resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45

~~3.~~4. Presume that the respondent is not responsible for the alleged ~~sex discrimination, including sex-based harassment,~~ conduct until a determination regarding responsibility is made at the conclusion of the grievance ~~procedures~~process

4. ~~Establish~~Include reasonably prompt timeframes for the ~~major stages~~conclusion of the grievance ~~procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision,~~process, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if ~~any~~

5. ~~Establish~~appropriate and offered by the district

   The district's procedures shall also include a process that allows for the ~~reasonable~~ temporary delay of the grievance procedures or the limited extension of timeframes ~~on a case-by-case basis~~ for good cause with written notice to the ~~parties that includes the reason for the delay~~complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose ~~personally identifiable information obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the~~ the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information ~~is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX.~~listed in Administrative Regulation 5145.7 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

~~If either party is a student~~ A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with ~~a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.~~

~~**Filing a Complaint**~~

~~Upon receiving information from an allegation of sex discrimination, include sex-based harassment,~~

the Title IX Coordinator ~~or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.~~

~~A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.21)~~

~~Complaints of sex discrimination and sex-based harassment may only be brought by a student, or former student, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, a parent/guardian or other authorized legal representative with the legal right to act on behalf of the student, or~~in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator ~~or designee. (34 CFR 106.45)~~

~~If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an information resolution process~~may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator ~~or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)~~

1. ~~The victim's request not to proceed with initiation of a complaint~~
2. ~~The victim's reasonable safety concerns regarding initiation of a complaint~~
3. ~~The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated~~
4. ~~The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence~~
5. ~~The age and relationship of the parties, including whether the respondent is an employee of the district~~
6. ~~The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals~~
7. ~~The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred~~
8. ~~Whether the district could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures~~

~~If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district~~

~~program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.~~

~~If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint, as well as other~~ shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process. ~~The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district. (34 CFR 106.44)~~

~~The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.~~

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such ~~persons shall receive training in accordance with 34 CFR 106.8. (34 CFR 106.44)~~

~~The Title IX Coordinator shall monitor the district for barriers to reporting information about conduct that reasonably may constitute sex discrimination, including sex-based harassment, under Title IX, and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)~~

~~**Supportive Measures**~~

~~Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the district determines to be reasonably available and shall not~~ measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably ~~burden either~~burdening the ~~complainant or respondent. Supportive~~other party, including measures ~~shall be provided without charging a fee to the complainant or respondent and be~~ designed to protect the safety of ~~the complainant, respondent, and~~ all parties or the district's educational environment~~, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary reasons.~~ or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling~~;~~, extensions of deadlines ~~and~~or other course-related adjustments~~; changes in class,~~ , modifications of work~~, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative;~~ or class schedules, campus escort services~~; modifications of class schedules;~~, mutual restrictions on contact~~;~~, changes in ~~class~~work or housing locations~~;~~, leaves of absence, increased security~~;~~, and monitoring of certain areas of the campus~~; and, training and education programs related to sex-based harassment.~~ (34 CFR 106.~~2~~30, 106.4~~4~~)

~~Unless there is an allegation of sex-based harassment or retaliation, the~~ The district ~~may~~shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide ~~supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)~~
~~Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)~~

~~The district shall provide a complainant or respondent for whom~~the supportive measures ~~have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)~~

~~The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the district's education program or activity. (34 CFR 106.44.~~ (34 CFR 106.30)

Emergency Removal from School

~~A student shall not be disciplined for alleged sex discrimination, including sex-based harassment, under Title IX until the investigation has been completed. However, on an emergency basis, the~~ If a student is the respondent, the district may remove ~~a~~the student from the district's education program or activity~~,~~ on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an ~~imminent and serious~~immediate threat to the physical health or safety of ~~a complainant or~~ any student~~, employee,~~ or other individual arising from the allegations, and provides the ~~respondent~~student with notice and an opportunity to challenge the decision immediately following the removal. ~~This~~Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the ~~IDEA~~ Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

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

Dismissal of Complaint

The Title IX Coordinator ~~or designee may~~shall dismiss a formal complaint if~~:~~ (the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.~~45)~~

1. ~~The district is unable to identify the respondent after taking reasonable steps to do so~~
2. ~~The respondent is not participating~~30. Additionally, the Title IX Coordinator shall dismiss a formal complaint in which the alleged conduct did not occur in the district's education

program or activity ~~and is~~or did not ~~employed by the district~~

3. ~~The district determines that the conduct alleged~~occur against a person in the ~~complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX~~

~~Before dismissing the complaint~~United States. In addition, the Title IX Coordinator ~~shall make reasonable efforts to clarify the allegations with~~ may dismiss a formal complaint if the complainant~~.~~

4. ~~The~~ notifies the district in writing that the complainant ~~voluntarily withdraws~~ would like to withdraw the complaint or any ~~or all of the~~ allegations in the complaint, the ~~Title IX Coordinator declines~~respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to ~~initiate a~~ reach a determination with regard to the complaint~~, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven~~

~~The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 10 days, unless such timeline is extended in accordance with this administrative regulation.~~. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly ~~notify the complainant~~ send written notice of the dismissal and the reasons for the dismissal~~. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations,~~ simultaneously to the parties, and shall inform them of their right to appeal~~. Dismissals may be appealed on~~ the ~~following bases: (34 CFR 106.45)~~

1. ~~A procedural irregularity that would change the outcome~~
2. ~~New evidence that would change the outcome and that was not reasonably available when~~ dismissal ~~was made~~
3. ~~The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome~~

~~If the dismissal is appealed, the district shall: (34 CFR 106.45)~~

1. ~~Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent~~
2. ~~Implement~~in accordance with the appeal procedures ~~equally for the parties~~
3. ~~Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint~~

4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations

5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome

6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity.described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures, as applicable.

Informal Resolution Process

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45,
When a formal complaint of sexual harassment is filed the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Tite IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)
at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)
The district shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determinationadjudication of a formal complaint, including that the district shall not require such waiver as a condition of participation in the district's education program or activity, or exercise of any other right. The district may decline to offer an informal resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44) enrollment or employment or continuing enrollment or employment. (34 CFR 106.45)

As part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

The district may facilitate an informal resolution process provided that the district, prior to initiating such process: (34 CFR 106.4445)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process~~; the inability~~ at any time prior to ~~initiate or resume complaint procedures arising~~agreeing to a resolution; and any consequences resulting from the ~~same allegations once the~~ informal resolution process ~~is concluded; the potential terms~~, including that ~~may~~records will be maintained or could be ~~requested or offered in an informal resolution agreement, including that the agreement would only be binding on the parties; and the information that the district will maintain and whether and how the district could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed~~shared

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

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

~~The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)~~
~~If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district' education program or activity. (34 CFR 106.45)~~

~~**Notice of Allegations**~~

~~If the district initiates a formal Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)~~
Written Notice

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

1. The district's complaint process, including any informal resolution process

2. ~~Sufficient information, available~~The allegations potentially constituting sexual harassment with sufficient details known at the time, ~~to allow parties to respond to the allegations,~~ including~~, to the extent available,~~ the identity of parties involved in the incident~~(s),~~ if known, the conduct allegedly constituting ~~sex discrimination, including sex-based~~sexual harassment, and the date~~(s)~~ and location~~(s)~~ of the alleged incident if known

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator

shall provide notice of the additional allegations to the parties.

~~3. A statement that retaliation is prohibited~~

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

4. The opportunity for the parties ~~are entitled~~ to have an ~~equal opportunity~~ advisor of their choice who may be, but is not required to ~~access the relevant and not otherwise impermissible~~be, an attorney, and the ability to inspect and review evidence

4.5.The prohibition against knowingly making false statements or ~~an accurate description of such evidence, as specified~~knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and ~~shall~~ inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator ~~or designee~~.

Consolidation of Complaints

~~The~~
When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints ~~of sex discrimination, including sex-based~~alleging sexual harassment~~,~~ against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party~~, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances.~~. (34 CFR 106.45)

Investigation Procedures

~~The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)~~

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. ~~1.~~ Provide an equal opportunity for the parties to present ~~fact~~witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence ~~that is~~

~~1.~~2.Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant ~~and not otherwise impermissible~~evidence

~~2. 2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance~~

~~3. 3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based~~

~~harassment, by:~~

~~a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence~~

~~If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.~~

~~b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence~~

~~c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures~~

~~4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures~~

~~5. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness~~

~~6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:~~

~~a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege~~

~~a. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures~~

~~3. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless~~ Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to

conclusion of the investigation

7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

    a. Questions and evidence about the complainant's prior sexual conduct issexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged conduct by the complainant or isif the questions and evidence aboutconcern specific incidents of the complainant's prior sexual conductbehavior with respect to the respondent that isand are offered to prove consent to the alleged sex-based harassment

        The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45).

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

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

The investigator shall complete the investigation within 45 days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of interest or bias. (34 CFR 106.45)

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shallshall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

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

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

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

~~1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred~~

~~2. Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred~~

1. ~~The notification shall include the rationale for such determination and the~~Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal~~, if applicable.~~

~~The written decision shall be issued within 15 days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.~~

~~**Appeal of the Decision**~~

Appeals

Either party may appeal the ~~district's~~written decision or dismissal of a ~~complaint or any allegation in the~~formal complaint~~.~~ or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

~~When conducting an appeal, the district shall permit a final~~

1. Notify the other party in writing when an appeal ~~to the Governing Board using a process that~~ is ~~in accordance with law and otherwise consistent with the~~ filed and implement appeal ~~process as specified~~procedures equally for both parties
2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in ~~Administrative Regulation 1312.3 - Uniform Complaint Procedures~~support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

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

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

~~**Extension of Timelines**~~

~~Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the~~

~~extension. (34 CFR 106.45)~~

~~**Remedies**~~

~~When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary actions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)~~

~~**Corrective/Disciplinary Actions**~~

~~The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until~~
Remedies

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

Corrective/Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion~~. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion.~~ in accordance with Board Policy and Administrative Regulation 5144.1 - Suspension/Expulsion and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities). (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for ~~sex discrimination and/or sex-based~~sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. ~~Parent~~Conference with parent/guardian ~~conference~~
3. ~~Education of~~Educating the student regarding the impact of the student's conduct on others

4. Positive behavior support

5. Referral of the student to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

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

~~The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)~~

Record-Keeping

The Superintendent or designee shall maintain, for ~~at least~~ a period of seven years: (34 CFR 106.45)

~~1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures~~

~~2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented~~

1. ~~All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures;~~A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

   The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil ~~Procedure340~~Procedure 340.1~~):~~)

1. A record of the allegation(s)
2. A record of the investigation procedures followed
3. A record of the written determination
4. A record of the corrective action implemented, if any
5. A record of any appeals and the outcome of the same
6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

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

State	**Description**
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent ~~or~~ /guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination
~~Ed. Code 200-270~~	~~Prohibition of discrimination~~
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	**Description**
20 USC 1092	~~Definition of sexual assault~~Definition of sexual assault
20 USC 1221	~~Application of laws~~Application of laws

Regulation 5145.71: Title IX Sexual Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 04/12/2021 **| Last Revised Date: | Last Reviewed Date:**

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or on behalf of students shall be investigated and resolved in accordance with Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

   Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity,

and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

3. Ensure that the Title IX Coordinator, investigator, decisionmaker, or any person that facilitates an informal resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45

4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process

5. Include reasonably prompt timeframes for the conclusion of the grievance process, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

   The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 5145.7 - Sexual Harassment, or to any other

available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

If a student is the respondent, the district may remove the student from the district's education program or activity on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

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

Dismissal of Complaint

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

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures, as applicable.

Informal Resolution Process

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

As part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

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

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared

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

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

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

1. The district's complaint process, including any informal resolution process

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview. If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

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

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or

proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation

7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

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

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

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

Written Decision

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

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to

the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

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

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

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

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

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

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

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

Corrective/Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion in accordance with Board Policy and Administrative Regulation 5144.1 - Suspension/Expulsion and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities). (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law

2. Conference with parent/guardian

3. Educating the student regarding the impact of the student's conduct on others

4. Positive behavior support

5. Referral of the student to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

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

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances

3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

   The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1)

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

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

Exhibit 5145.71-E(1): Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures **Status:** ADOPTED

Original Adopted Date: ~~04/12/2021~~10/01/2020 | **Last Revised Date:** ~~--~~06/01/2025 | **Last Reviewed Date:** 06/01/2025

NOTICE OF TITLE IX ~~NONDISCRIMINATION~~SEXUAL HARASSMENT POLICY

~~The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to students at all grade levels, and their parents/guardians or other authorized legal representative:~~

~~The district does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment,~~The district shall not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

The district ~~is required, as specified in Title IX, to~~shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The ~~district has designated and authorized the~~ following employee~~(s)~~ serves as the district's Title IX Coordinator ~~to address~~and is responsible for addressing concerns or inquiries regarding discrimination on the basis of sex, including ~~sex-based~~sexual harassment:

~~Assistant Superintendent of Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7095~~
~~kzazo@alamedaunified.org~~

_____
(name and/or title/position)
_____
(address)
_____
(telephone number)
_____
(email address)

Any individual may report sex discrimination, including ~~sex-based~~sexual harassment, to the Title IX

Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of ~~sex harassment, including sex-based~~sexual harassment, the Title IX Coordinator ~~will~~shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on ~~sex discrimination, including sex-based~~sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 5145.7 - ~~Sex Discrimination and Sex-Based~~Sexual Harassment and Administrative Regulation 5145.71 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures on the district's website at ~~https://www.alamedaunified.org/board/board-policies~~ (insert website link) _____.

To inspect or obtain a copy of the district's ~~sex discrimination and sex-based~~sexual harassment policies and administrative regulations, please contact:

~~Executive Assistant~~ (insert location/phone/email of ~~Educational Services~~
~~2060 Challenger Drive, Alameda, CA 94501~~
~~(510) 337-7063~~
~~mnalamothu@alamedaunified.org~~
contact person)_____.

Materials used to train ~~employees;~~ the Title IX Coordinator~~;~~, investigator(s), ~~decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures;~~decisionmakers, and any person(s) who facilitates an informal resolution process~~,~~ are also publicly available on the district's website or at the district office upon request.

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent ~~or~~ /guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination
~~Ed. Code 200-270~~	~~Prohibition of discrimination~~
Ed. Code 48900	Grounds for suspension or expulsion

Exhibit 5145.71-E(1): Title IX Sexual Harassment Complaint Procedures Status: ADOPTED

Original Adopted Date: 04/12/2021 **| Last Revised Date: | Last Reviewed Date:**

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The district shall not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

The district shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The following employee serves as the district's Title IX Coordinator and is responsible for addressing concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment:

Assistant Superintendent of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510) 337-7095
kzazo@alamedaunified.org

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 5145.7 - Sexual Harassment and Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures on the district's website at https://www.alamedaunified.org/board/board-policies.

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact:

Executive Assistant of Education Services
2060 Challenger Drive, Alameda, CA 94501
(510) 337-7063
mnalamothu@alamedaunified.org

Materials used to train the Title IX Coordinator, investigator(s), decisionmakers, and any person(s) who facilitates an informal resolution process are also publicly available on the district's website or at the district office upon request.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)

Item Type: Consent

Background: In November 2014, Alameda voters approved Facilities Bond Measure I, and in June 2022, they approved Facilities Bond Measure B.

According to the bond schedules, various contracts will be presented to the Board for approval. These contracts may include construction bid contracts, addenda to architectural services agreements, specialist and consultant agreements, and more. To streamline this process, staff has established a standing board item to separately track and manage contracts related to Measure I and Measure B, distinct from other district contracts.

1. (Fund 21, Measure B) Project Addendum No. 2107.5 to Master Agreement for Architectural Services for Measure B Bond Projects between AUSD and Quattrocchi Kwok Architects for an increase of $7,350 and a new total fee of $3,292,439.00. (Otis)
2. (Fund 21, Measure B) Project Addendum No. 2108.01 to Master Agreement for Architectural Services for Measure B Bond Projects between AUSD and Quattrocchi Kwok Architects for an increase of $34,867 and a new total fee of $1,207,767.00. (EJSHS)
3. (Fund 21, Measure B) Project Addendum No. 2104.4 to Master Agreement for Architectural Services for Measure B Bond Projects between AUSD and Quattrocchi Kwok Architects for an increase of $6,825 and a new total fee of $4,304,466.00. (WMS)
4. (Fund 21, Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and Craig Communications for an increase of $15,560 and an amended total value of $48,210.00. (AHS Swim)
5. (Fund 21, Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and Advance Construction Inspection for an increase of $34,800 and an amended total value of $203,400.00. (WMS)
6. (Fund 21, Measure B) Professional Services Agreement between AUSD and Terracon Consultants, Inc. for a total not to exceed $75,000.00. (EJSHS)
7. (Fund 21, Measure B) Amendment No. 4 to Master Facilities Lease between AUSD and Robert A. Bothman Construction for an increase of $120,259 and an amended total value of $17,870,978.00. (EJSHS)
8. (Fund 21, Measure B) Work Order for Assessment of Geologic Hazard Reports between AUSD and the State of California Department of Conservation for a fee of $4,800.00. (EJSHS)
9. (Fund 21, Measure B) Project Plan Review Submittal Fee Agreement between AUSD and the Division of the State Architect totaling $306,340.00. (Otis)
10. (Fund 21, Measure B) Amendment No. 8 to Master Facilities Lease between AUSD and Alten Construction for an increase of $208,926 and an amended total value of $17,423,175.00. (AHS Swim)
11. (Fund 21, Measure B) Amendment No. 7 to Master Facilities Lease

	between AUSD and Lathrop Construction Associates, Inc. for an increase of $1,500,000 and an amended total value of $70,057,482.00. (WMS)
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	21 Building – Bond Fund
Fiscal Analysis	
Amount (Savings) (Cost):	See attached contract(s) for detailed expenditures.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

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ATTACHMENTS:

	Description	Upload Date	Type
🗋	QKA (Otis)	8/6/2025	Backup Material
🗋	QKA (EJSHS)	8/6/2025	Backup Material
🗋	QKA (Wood)	8/6/2025	Backup Material
🗋	Craig Communications	8/6/2025	Backup Material
🗋	Advanced Construction Inspection	8/6/2025	Backup Material
🗋	Terracon Consultants	8/6/2025	Backup Material
🗋	Robert A Bothman Construction	8/6/2025	Backup Material
🗋	State pf California Department of Conservation	8/6/2025	Backup Material
🗋	Division of the State Architect	8/6/2025	Backup Material
🗋	Alten Construction, Inc.	8/6/2025	Backup Material
🗋	Lathrop Construction Associates	8/8/2025	Backup Material

AMENDMENT NO. 1 to Professional Services Agreement
Dated June 26, 2024

This Amendment is entered into on August 12, 2025 , between the Alameda Unified School District (District) and Advance Construction Inspection (CONTRACTOR). District entered into a Professional Services Agreement with CONTRACTOR for inspection services for Wood Middle School New Construction Measure B project and the parties agree to amend that Agreement as follows:

1. Services

Continuous on-site inspection services and all inspection related activities throughout the construction.

The original PSA end date of 8/30/2025 shall be extended to 6/30/2026 and shall include project closeout services.

2. Compensation

Original PSA: $168,600.00
Amendment No. 1: $34,800
Amended PSA: $203,400

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

X There are no previous amendments to this Agreement.
□ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1			
2			

"DISTRICT"

By:_____

Name: Gary K. Lym

Title: AUSD Board President

"CONTRACTOR"

By: Andrew J Washington

Name: Andrew Washington

Title: Project Inspector

California Department of Conservation
California Geological Survey

CALIFORNIA GEOLOGICAL SURVEY
DEPARTMENT OF CONSERVATION

APPLICATION
FOR ASSESSMENT OF GEOLOGIC HAZARD REPORTS

CGS Form 1A (8/2022)

For CGS use only
CGS project number_____
Date received _____

In order for CGS to review geologic hazard reports for a proposed school project, as described on Division of the State Architect (DSA) Interpretation of Regulations IR-4 (see https://www.dgs.ca.gov/DSA/Publications#IRs), the following material must be submitted to CGS.

1. Upload to Box (https://www.conservation.ca.gov/cgs/upload-school):
   - this form; and site plan; and site data report
   - Geologic Hazard Report(s) and Geotechnical Report(s) to be reviewed
2. Mail to CGS:
   - this form, which will help CGS and the DSA coordinate reviews;
   - TWO *WET-SIGNED COPIES* of the Work Order (below), signed by an authorized representative of the District;
   - a check for $4,800 to cover the time and materials needed for CGS review

Address: California Geological Survey
School Review Unit
715 P Street, MS 1901
Sacramento, CA 95814

Name of School:	Encinal High School New Gym
School District or State Agency:	Alameda Unified School District
Mailing Address (street, city, zip):	2060 Challenger Drive, Alameda, CA 94501
District Superintendent:	Pasquale Scuderi
Telephone Number: (510) 337-7060	E-mail Address: pscuderi@alamedaunified.org
District Director of Facilities:	Monty Patterson
Telephone Number: (510) 337-7020	E-mail Address: mpatterson@alamedaunified.org

Scope of Work:
New Gymnasium Building

Applicable Building Code (year): 2022 Community College Project per: ☐ DSA-SS, or ☐ DSA-SS/CC amendments

This project includes a site-specific ground motion analysis in accordance with: ☐ none ☑ ASCE 7 ☐ ASCE 41

Project location (Street Address): 210 Central Ave

City and Zip Code: Alameda, 94501 County: Alameda

DSA Application Number (if assigned): TBD

Plans, specifications, and related work were prepared by, and observation of construction will be performed by: (per Title 24, Part 1, Section 4-316, of the California Code of Regulations)	
Architect or Engineer in General Responsible Charge: John Dybczak	
Printed Name: John Dybczak	
Firm Name: Quattrocchi Kwok Architects	
Address: 636 Fifth Street, Santa Rosa, CA 95404	
Telephone Number: (707) 576-0829	
California Registration Number: C25729	E-mail Address: johnd@qka.com
The following individual is authorized to act as Alternate to the Architect or Engineer named above:	
Printed Name:	
Firm Name:	
Address:	
Telephone Number:	
California Registration Number:	E-mail Address:

Geologic hazards reports must be prepared by a Certified Engineering Geologist and a Geotechnical Engineer: (per Title 24, Part 2, Section 1803A, of the California Code of Regulations)	
Engineering Geologist Name: Michael F. Jewett	Geotechnical Engineer Name: Daniel S. Caldwell
Firm Name: Miller Pacific Engineering Group	Firm Name: Miller Pacific Engineering Group
Address: 1360 Redwood Way, Suite B, Petaluma, CA 94954	Address: 1360 Redwood Way, Suite B, Petaluma, CA 94954
Telephone Number: (707) 765-6140	Telephone Number: (415) 382-3444
E-mail Address: mjewett@millerpac.com	E-mail Address: dcaldwell@millerpac.com
California Registration Number: 2610	California Registration Number: 2006

For Information regarding review of Geologic Hazard Reports for school projects:	
Technical (geology) questions:	Submittal and tracking of reports:
Jennifer Thornburg, PG, CEG, CHG	Arlene Nuñez
California Geological Survey	California Geological Survey
715 P Street, MS 1901, Sacramento, CA 95814	715 P Street, MS 1901, Sacramento, CA 95814
916.639.6899	916.879.4263
Jennifer.Thornburg@conservation.ca.gov	CGS_Review@conservation.ca.gov

California Department of Conservation
California Geological Survey

CGS Form 1B (8/2022)

CALIFORNIA GEOLOGICAL SURVEY
DEPARTMENT OF CONSERVATION

WORK ORDER
FOR ASSESSMENT OF GEOLOGIC HAZARD REPORTS

The parties to this Work Order are the State of California, Department of Conservation, California Geological Survey (CGS) and Alameda Unified School District (District). The Parties agree to the following terms and conditions:

1. CGS agrees to conduct an independent assessment of District-provided geologic hazard report(s) associated with the District's proposed school construction project to determine whether the reports are technically adequate.

2. The State of California, Department of General Services, Division of the State Architect (DSA) will rely upon the CGS technical assessment in reviewing plans for construction of the District's proposed construction project and permitting the project. Information regarding CGS assessment of district geologic hazard reports and the DSA's instructions to K-12 and community college districts regarding the CGS assessment can be found in DSA Interpretation of Regulation (IR A-4) at https://www.dgs.ca.gov/DSA/Publications#IRs

3. The District shall list the specific reports to be reviewed by CGS in the Application (above). The District shall provide copies of the reports to CGS when submitting the signed Work Order and payment, as described below.

4. The District shall provide any additional information determined by CGS to be needed to complete its assessment.

5. The term of this Work Order shall begin upon full execution of the Work Order by both parties and shall end in 365 days or 12 months, whichever occurs first. "Full execution" as used herein means approval by authorized representatives of both Parties and payment to CGS of four thousand eight hundred dollars ($4,800) in consideration of the promise by CGS to perform the technical assessment. Payment in full shall accompany two copies of this Work Order, each containing an original signature of a District representative authorized to sign the Work Order. CGS will return a copy of the Work Order containing an original signature of its authorized representative upon execution of the Work Order.

6. Failure of the District to submit the necessary documents or the $4,800 payment will result in termination of this Work Order.

7. No amendment or variation of the terms of this Work Order shall be valid unless made in writing and signed by both Parties. No oral understanding not incorporated into this Work Order is binding on either Party.

8. Either Party, in writing, may terminate this Work Order at any time with 30 days written notice; however, should the District terminate this Work Order after work has been commenced by CGS, CGS will retain the $4,800 payment for any work completed by CGS prior to the notice of termination.

9. Contact information for each party:

California Geological Survey	**District**
Name: Jennifer Thornburg, PG, CEG, HG	Name: Shariq Khan
Mailing Address: California Geological Survey 715 P Street, MS 1901 Sacramento, CA 95814	Mailing Address: 2060 Challenger Drive Alameda, CA 94501
Phone Number: 916.639.6899	Phone Number: (510) 337-7000

10. The Parties agree that the agents and employees of the Parties are independent of the other and shall not act as officers or employees or agents of the other Party to this Work Order.

11. During the performance of this Agreement, the Parties shall not discriminate, harass, or allow harassment against any employee or applicant for employment on account of the employee's or applicant's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. (Gov. Code, §§ 12900, 12940, 12990.) The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with all provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 11000, 11105, 11122, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into the Agreement by reference and made a part hereof as if set forth in full.

DISTRICT

Shariq Khan — 7/23/25

(Signature) (Date)

Name:	Shariq Khan
Title:	Assistant Superintendent, Business Services

CALIFORNIA GEOLOGICAL SURVEY

_____ _____

(Signature) (Date)

Name:	Jeff Newton
Title:	Chief Deputy, Operations

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies

Item Type: Consent

Background: Each year, Alameda Unified School District's Special Education Department executes a Nonpublic, Nonsectarian School/Agency Services Master Contract "Master Contract" with Non-Public Schools and Non-Public Agencies to support Special Education students. Through the year, Individual Service Agreements (ISAs) are entered into under the terms and conditions of the Master Contracts which allocate funds for services required to provide support to individual student needs in accordance with the Individuals with Disabilities in Education Act (IDEA).

Below are details of ISAs executed and attached to this agenda item.

1. (Fund 01) Individual Services Agreement between AUSD and Anova Center for a total of $5,128.99.
2. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and Anova Center for an increase of $123,532.78 for a new total of $128,661.77.
3. (Fund 01) Individual Services Agreement between AUSD and CEID for a total of $89,293.38.
4. (Fund 01) Individual Services Agreement between AUSD and CEID for a total of $94,611.63.
5. (Fund 01) Individual Services Agreement between AUSD and Esther B. Clark for a total of $115,068.00.
6. (Fund 01) Individual Services Agreement between AUSD and Greenacre Homes & School for a total of $20,403.00.
7. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and Greenacre Homes & School for an increase of $258,982.02 for a new total of $279,385.02.
8. (Fund 01) Individual Services Agreement between AUSD and James Baldwin Academy for a total of $118,776.00.
9. (Fund 01) Individual Services Agreement between AUSD and North Valley School for a total of $39,325.00.
10. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and North Valley School for an increase of $341,781.00 for a new total of $381,312.00.
11. (Fund 01) Individual Services Agreement between AUSD and Oak Hill School for a total of $81,204.00.
12. (Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies for a total of $54,167.00.
13. (Fund 01) Individual Services Agreement between AUSD and Seneca - James Baldwin Academy for a total of $14,994.00.
14. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and Seneca - James Baldwin Academy for an increase of $163,268.00 for a new total of $178,262.00.

15. (Fund 01) Individual Services Agreement between AUSD and Seneca - Pathfinder for a total of $11,538.00.
16. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and Seneca - Pathfinder for an increase of $118,776.00 for a new total of $130,314.00.
17. (Fund 01) Individual Services Agreement between AUSD and Spectrum for a total of $11,600.85.
18. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and Spectrum - Camden for an increase of $143,850.54 for a new total of $155,451.39.
19. (Fund 01) Individual Services Agreement between AUSD and Spectrum for a total of $9,050.88.
20. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and Spectrum for an increase of $112,513.61 for a new total of $121,564.49.
21. (Fund 01) Individual Services Agreement between AUSD and Spectrum for a total of $8,978.85.
22. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and Spectrum for an increase of $110,485.14 for a new total of $119,463.99.
23. (Fund 01) Individual Services Agreement between AUSD and SPG Therapy & Education for a total of $6,510.00.
24. (Fund 01) Individual Services Agreement between AUSD and The Avalon Academy for a total of $26,457.57.
25. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and The Avalon Academy for an increase of $183,625.70 for a new total of $210,083.27.
26. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of $82,445.00.
27. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of $91,033.00.
28. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of $91,711.00.
29. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of $83,462.00.
30. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of $83,954.00.
31. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of $92,389.00.
32. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of $79,164.00.
33. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of $83,349.00.
34. (Fund 01) Individual Services Agreement between AUSD and Wellspring Educational Services for a total of $734.67.
35. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and Wellspring Educational Services for an increase of $172,493.33 for a new total of $173,228.00.

ISAs uploaded to this item have been redacted to maintain student confidentiality.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): See attached non-confidential contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

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ATTACHMENTS:

Description	Upload Date	Type
Anova 1	8/8/2025	Backup Material
Anova 2	8/8/2025	Backup Material
CEID 1	7/24/2025	Backup Material
CEID 2	7/24/2025	Backup Material
Esther B. Clark 1	8/4/2025	Backup Material
Greenacre 1	8/5/2025	Backup Material
Greenacre 2	8/5/2025	Backup Material
JBA 1	8/8/2025	Backup Material
North Valley 1	7/24/2025	Backup Material
North Valley 2	7/24/2025	Backup Material
Oak Hill 1	8/8/2025	Backup Material
Seneca 1	7/24/2025	Backup Material
Seneca 2	7/24/2025	Backup Material
Seneca_JBA	8/8/2025	Backup Material
Seneca 3	7/24/2025	Backup Material
Seneca - Pathfinder	8/8/2025	Backup Material
Spectrum 1	8/4/2025	Backup Material
Spectrum - Camden	8/8/2025	Backup Material
Spectrum - Tara Hills 2	8/8/2025	Backup Material
Spectrum 2	8/5/2025	Backup Material
Spectrum_Tara Hills 1	8/8/2025	Backup Material
Spectrum 3	8/8/2025	Backup Material
SPG 1	7/24/2025	Backup Material
The Avalon Academy 1	8/5/2025	Backup Material
The Avalon Academy 2	8/5/2025	Backup Material
The Phillips Academy 1	7/24/2025	Backup Material
The Phillips Academy 2	7/24/2025	Backup Material
The Phillips Academy 3	7/24/2025	Backup Material
The Phillips Academy 4	7/24/2025	Backup Material

The Phillips Academy 5	7/24/2025	Backup Material
The Phillips Academy 6	7/24/2025	Backup Material
The Phillips Academy 7	7/24/2025	Backup Material
The Phillips Academy 8	7/24/2025	Backup Material
Wellsprings 1	8/8/2025	Backup Material
Wellsprings 2	8/8/2025	Backup Material

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* ***at 5:00 P.M. on*** **June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Anova Center
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
	[redacted]		
	[redacted]		
	[redacted]		
Address		*Address*	

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	360	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $337.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	0	days x	daily rate	$337.00	*Projected Basic Ed. Costs RSY*	*$0.00*
Estimated Number of Days - Extended SY	8	days x	daily rate	$337.00	*Projected Basic Ed. Costs ESY*	*$2,696.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$2,696.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
450 Occupational therapy	NPS	RSY	included	0	mins/weekly		mins/weekly	0	mins/mo/year	
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
415 Language and speech	NPS	RSY	included	0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		90	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
340 Intensive individual services	NPS	RSY	$43.00	0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		360	mins/weekly	0	mins/weekly	0	mins/mo/year	$2,064.00
									Total Cost	*$2,064.00*
510 Individual counseling	NPS	RSY	$135.00	0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	$224.99
									Total Cost	*$224.99*
900 Other special education/related service (must be in local plan)	NPS	RSY	$18.00	0	days	0	mins/weekly	0	mins/mo/year	
		ESY		8	days	0	mins/weekly	0	mins/mo/year	$144.00
									Total Cost	*$144.00*
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
									Total Estimated Maximum Basic Education Costs :	*$2,696.00*
									Total Related Services Costs:	*$2,432.99*
									Total Estimated Maximum Basic Education and Related Services Costs :	$5,128.99

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:	Quarterly	Monthly	*Other (please specify):*
	x		

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
Anova Center	Alameda Unified School District
Name of Nonpublic School/Agency	*Name of LEA*
Signature *Date*	*Signature* *Date*
Name and Title	*Kirsten Zazo, Assistant Superintendent of Education Services*
	Signature *Date*
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $115,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Amendment No. _1_
Dated: August 12, 2025

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on August 12 **, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* ***at 5:00 P.M. on*** **June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	***Nonpublic School***	**Anoa Center**
LEA/Case Manager	Jorge Wahner	***Email***	jwahner@alamedaunified.org
Pupil Name	[redacted]		

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	360	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $337.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

ADDITIONAL or LESS Number of Days - Regular SY	180	days x	daily rate	$337.00	*Projected Basic Ed. Costs RSY*	***$60,660.00***
ADDITIONAL OR LESS Number of Days - Extended SY	14	days x	daily rate	$337.00	*Projected Basic Ed. Costs ESY*	***$4,718.00***
					Total Amended Basic Education Costs (regular school year and extended school year)	***$65,378.00***

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
450 Occupational Therapy	NPS	RSY	included	30	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
									Total Cost	***$0.00***
415 Language and Speech	NPS	RSY	included	90	mins/weekly	0	mins/weekly	0	year	$0.00
		ESY		90		0	mins/weekly	0		$0.00
									Total Cost	***$0.00***
340 Intensive Individual Services	NPS	RSY	$43.00	360	mins/weekly	0	mins/weekly	0	mins/mo/year	$46,440.00
		ESY		360	mins/weekly	0	mins/weekly	0	mins/mo/year	$3,612.00
									Total Cost	***$50,052.00***
510 Individual Counseling	NPS	RSY	$135.00	50	mins/weekly	0	mins/weekly	0	mins/mo/year	$4,273.29
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	$337.49
									Total Cost	***$4,610.78***
Meals	NPS	RSY	$18.00	180	days	0	mins/weekly	0	mins/mo/year	$3,240.00
		ESY		14	days	0	mins/weekly	0	mins/mo/year	$252.00
									Total Cost	***$3,492.00***
									Amended Estimated Maximum Basic Education and Related Service Costs :	**$123,532.78**
									Original ISA Costs:	***$5,128.99***
									Total Amended Estimated Maximum Basic Education and Related Services Costs :	**$128,661.77**

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:	**Quarterly**	Monthly	*Other (please specify):*
		x	

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
Anoa Center	**Alameda Unified School District**
Name of Nonpublic School/Agency	***Name of LEA***
Signature ***Date***	***Signature*** ***Date***
Name and Title	***Kirsten Zazo, Assistant Superintendent of Education Services***
	Signature ***Date***
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: **Alameda Unified School District**

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on* **June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Center for Early Intervention on Deafness
LEA/Case Manager	Jorge Wahrer	*Email*	
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. *Nonpublic School: The average number of minutes in the instructional day will be:*	180	during the regular school year (RSY)
	180	during the extended school year (ESY)
2. *Nonpublic School: The number of school days in the calendar of the school year are:*	180	during the regular school year (RSY)
	25	during the extended school year (ESY)

3. *Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.*

Daily Rate $228.30

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$228.30	*Projected Basic Ed. Costs RSY*	$41094.00
Estimated Number of Days - Extended SY	25	days x	daily rate	$228.30	*Projected Basic Ed. Costs ESY*	$5707.50
					Total Estimated Basic Education Costs (regular school year and extended school year)	$46801.50

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
340 Intensive individual services (1:1)	NPS	RSY	$ 33.50	900	mins/weekly		mins/weekly	0	mins/moiyear	$ 19,597.50
		ESY		900	mins/weekly		mins/weekly	0	mins/moiyear	$ 2,512.50
									Total Cost	
415 Language and speech	NPS	RSY	$ 134.10	150	mins/weekly	0	mins/weekly	0	mins/moiyear	$ 13,074.75
		ESY		150	mins/weekly	0	mins/weekly	0	mins/moiyear	$ 1,676.25
									Total Cost	
450 Occupational therapy	NPS	RSY	$ 120.68	30	mins/weekly	0	mins/weekly	0	mins/moiyear	$ 2,353.26
		ESY		30	mins/weekly	0	mins/weekly	0	mins/moiyear	$ 301.70
									Total Cost	
Deaf Coaching	NPS	RSY	$ 73.84	30	mins/weekly	0	mins/weekly	60	mins/mo	$ 2,181.23
		ESY		30	mins/weekly	0	mins/weekly	0	mins/moiyear	$ 184.85
									Total Cost	
Specialized deaf and hard of hearing services	NPS	RSY	$ 152.46	480	mins/monthly	0	mins/weekly	0	mins/moiyear	$ 609.84
		ESY		0	mins/weekly	0	mins/weekly	0	mins/moiyear	
									Total Cost	
									Total Estimated Maximum Basic Education Costs:	$ 42,491.88
									Total Related Services Costs:	$ 89,293.38
									Total Estimated Maximum Basic Education and Related Services Costs :	

4. *Other Provisions/Attachments:*

5. *Progress Reporting Requirements:* Quarterly Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Center for Early Intervention on Deafness
Name of Nonpublic School/Agency

06/27/25
Signature *Date*

Arianna Puopolo, Program Director, CEID

LEA

Alameda Unified School District
Name of LEA

06/30/2025
Signature *Date*

Kirsten Zaze, Assistant Superintendent of Education Services

Signature *Date*
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $115,500 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at* **5:00 P.M.** *on* **June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Center for Early Intervention on Deafness
LEA/Case Manager	Jorge Wahner	*Email*	
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address		*Address*	

Agreement Terms:

1. *Nonpublic School: The average number of minutes in the instructional day will be:*	180	during the regular school year (RSY)
	180	during the extended school year (ESY)
2. *Nonpublic School: The number of school days in the calendar of the school year are:*	180	during the regular school year (RSY)
	25	during the extended school year (ESY)

3. *Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.*

Daily Rate $228.30

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$228.30	*Projected Basic Ed. Costs RSY*	$41,094.00
Estimated Number of Days - Extended SY	25	days x	daily rate	$228.30	*Projected Basic Ed. Costs ESY*	$5,707.50
					Total Estimated Basic Education Costs (regular school year and extended school year)	$46,801.50

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
340 Intensive individual services	NPS	RSY	$33.50	900	mins/weekly		mins/weekly	0	mins/mo/year	$19,597.50
		ESY		900	mins/weekly	0	mins/weekly	0	mins/mo/year	$2,512.50
									Total Cost	
415 Language and speech	NPS	RSY	$134.10	150	mins/weekly	0	mins/weekly	60	mins/mo/year	$14,281.65
		ESY		150	mins/weekly	0	mins/weekly	60	mins/mo/year	$1,810.35
									Total Cost	
450 Occupational therapy	NPS	RSY	$120.68	60	mins/weekly	0	mins/weekly	60	mins/mo/year	$5,792.64
		ESY		60	mins/weekly	0	mins/weekly	60	mins/mo/year	$724.08
									Total Cost	
Deaf Coaching	NPS	RSY	$73.94	30	mins/weekly	0	mins/weekly	60	mins/mo	$2,070.32
		ESY		30	mins/weekly	0	mins/weekly	60	mins/mo/year	$258.79
									Total Cost	
Specialized deaf and hard of hearing services (Educational Audiology)	NPS	RSY	$152.46	0	mins/year	0	mins/weekly	300	mins/mo/year	$762.30
		ESY		0	mins/year	0	mins/weekly	0	mins/mo/year	
									Total Cost	
									Total Cost	
									Total Estimated Maximum Basic Education Costs :	$47,810.13
									Total Related Services Costs:	$94,611.63
									Total Estimated Maximum Basic Education and Related Services Costs :	

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Center for Early Intervention on Deafness
Name of Nonpublic School/Agency

06/27/25
Signature *Date*

Arianna Puopolo, Program Director

LEA

Alameda Unified School District
Name of LEA

Kirsten Zazo (Jun 30, 2025 13:10 PDT) 06/30/2025
Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $115,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

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LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on* **June 30, 2026**, *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Esther B. Clark at The Children's Healt
LEA/Case Manager	Jorge Wahner	*Email*	
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. *Nonpublic School: The average number of minutes in the instructional day will be:*	285	during the regular school year (RSY)
	230	during the extended school year (ESY)
2. *Nonpublic School: The number of school days in the calendar of the school year are:*	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. *Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.*

Daily Rate $358.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$358.00	*Projected Basic Ed. Costs RSY*	*$64,440.00*
Estimated Number of Days - Extended SY	20	days x	daily rate	$358.00	*Projected Basic Ed. Costs ESY*	*$7,160.00*

Total Estimated Basic Education Costs (regular school year and extended school year) ***$71,600.00***

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
450 Occupational therapy	NPS	RSY	$208.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$8,736.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$8,736.00*
510 Individual counseling	NPS	RSY	$248.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$10,416.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$10,416.00*
515 Counseling and guidance	NPS	RSY	$150.00	0	mins/weekly	100	mins/weekly	0	mins/mo/year	$10,500.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$10,500.00*
520 Parent counseling	NPS	RSY	$248.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$10,416.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$10,416.00*
Meals	NPS	RSY	$17/day	0	mins/weekly	0	mins/weekly	0	mins/mo/year	$3,400.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$3,400.00*
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
									Total Estimated Maximum Basic Education Costs :	*$71,600.00*
									Total Related Services Costs:	*$43,468.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	$115,068.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Esther B. Clark at The Children's Health Council

Name of Nonpublic School/Agency

DocuSigned by: Scott Hanson 79BB8E355F9E410...

6/17/2025

Signature *Date*

Scott Hanson, Director of Operations

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (08/04/2025 13:27:52 PDT)

08/04/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $115,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Docusign Envelope ID: 00C22133-BC18-4478-ABB8-89C8DB175EDF

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on* **June 30, 2026**, *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Greenacre Homes & School - Atkinson
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. *Nonpublic School: The average number of minutes in the instructional day will be:*	360	during the regular school year (RSY)
	360	during the extended school year (ESY)
2. *Nonpublic School: The number of school days in the calendar of the school year are:*	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. *Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.*

Daily Rate $310.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY		days x	daily rate	$310.00	*Projected Basic Ed. Costs RSY*	*$0.00*
Estimated Number of Days - Extended SY	7	days x	daily rate	$310.00	*Projected Basic Ed. Costs ESY*	*$2,170.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$2,170.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
545 Residential treatment services	NPS	RSY	$17,033.00	0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		1	Month	0	mins/weekly	0	mins/mo/year	$17,033.00
									Total Cost	*$17,033.00*
450 Occupational therapy	NPS	RSY	$120.00	0		0	mins/weekly	0	mins/mo/year	
		ESY		120	Month	0	mins/weekly	480	year	$1,200.00
									Total Cost	*$1,200.00*
415 Language and speech	NPS	RSY	Included	0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	
510 Individual counseling	NPS	RSY	Included	0	mins/weekly	0	mins/weekly		mins/mo/year	
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	
515 Counseling and guidance	NPS	RSY	Included	0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	
									Total Estimated Maximum Basic Education Costs :	*$2,170.00*
									Total Related Services Costs:	*$18,233.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	$20,403.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly | Monthly: x | *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Greenacre Homes & School - Atkinson

Name of Nonpublic School/Agency

DocuSigned by:
Tim Dimick 8/3/2025
31B0EB54C746421...

Signature *Date*

Tim Dimick timothy dimick

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (08/05/2025 09:05:09 PDT) 08/05/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Docusign Envelope ID: 00C22133-BC18-4478-ABB8-89C8DB175EDF

Amendment No. _1_
Dated: August 12, 2025

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on August 12 , 2025 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026 , unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Greenacre Homes & School Inc. - Atki
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	360	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $317.13

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

ADDITIONAL or LESS Number of Days - Regular SY	180	days x	daily rate	$317.13	*Projected Basic Ed. Costs RSY*	*$57,083.40*
ADDITIONAL OR LESS Number of Days - Extended SY	14	days x	daily rate	$317.13	*Projected Basic Ed. Costs ESY*	*$4,439.82*

Total Amended Basic Education Costs (regular school year and extended school year) ***$61,523.22***

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
Residential treatment services	NPS	RSY	$17,616.00	11	month	0	mins/weekly	0	mins/mo/year	$193,776.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
									Total Cost	*$193,776.00*
Occupational Therapy	NPS	RSY	$122.76	120	month	0	mins/weekly	480	year	$3,437.28
		ESY		120	month	0	mins/weekly			$245.52
									Total Cost	*$3,682.80*
Individual Counseling	NPS	RSY	included	60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
counseling and guidance	NPS	RSY	included	60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
language and speech	NPS	RSY	included	30	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
									Amended Estimated Maximum Basic Education and Related Service Costs :	**$258,982.02**
									Original ISA Costs:	*$20,403.00*
									Total Amended Estimated Maximum Basic Education and Related Services Costs :	**$279,385.02**

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:	Quarterly	Monthly	*Other (please specify):*
		x	

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Greenacre Homes & School Inc. - Atkinson

Name of Nonpublic School/Agency

DocuSigned by:
Tim Dimick 8/3/2025
1A0EB54C746421...

Signature *Date*

Tim Dimick timothy dimick

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (08/05/2025 09:05:09 PDT) 08/05/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **August 13, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on* **June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	James Baldwin Academy
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. *Nonpublic School: The average number of minutes in the instructional day will be:*	240	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. *Nonpublic School: The number of school days in the calendar of the school year are:*	194	during the regular school year (RSY)
	34	during the extended school year (ESY)

3. *Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.*

Daily Rate $606.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	194	days x	daily rate	$606.00	*Projected Basic Ed. Costs RSY*	*$117,564.00*
Estimated Number of Days - Extended SY	2	days x	daily rate	$606.00	*Projected Basic Ed. Costs ESY*	*$1,212.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$118,776.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
515 Counseling and guidance	NPS	RSY		0	mins/weekly	50	mins/weekly	0	mins/mo/year	$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
510 Individual counseling	NPS	RSY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
520 Parent counseling	NPS	RSY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
									Total Estimated Maximum Basic Education Costs :	*$118,776.00*
									Total Related Services Costs:	*$0.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	$118,776.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly x | Monthly | *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
James Baldwin Academy	Alameda Unified School District
Name of Nonpublic School/Agency	*Name of LEA*
Scott Osborn August 07, 2025 14:57 PT	Kirsten Zazo (08/08/2025 16:43:29 PDT) 08/08/2025
Signature *Date*	*Signature* *Date*
Scott Osborn Chief Operating Officer	*Kirsten Zazo, Assistant Superintendent of Education Services*
Name and Title	
	Signature *Date*
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at* **5:00 P.M. on June 30, 2026**, *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	North Valley School, Inc. - Santa Rosa
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. *Nonpublic School: The average number of minutes in the instructional day will be:*	360 during the regular school year (RSY)
	360 during the extended school year (ESY)
2. *Nonpublic School: The number of school days in the calendar of the school year are:*	180 during the regular school year (RSY)
	20 during the extended school year (ESY)

3. *Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.*

Daily Rate $327.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	0	days x	daily rate	$327.00	*Projected Basic Ed. Costs RSY*	*$0.00*
Estimated Number of Days - Extended SY	8	days x	daily rate	$327.00	*Projected Basic Ed. Costs ESY*	*$2,616.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$2,616.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY	$5.10	480	mins/mo		mins/weekly	0	mins/mo/year	*$408.00*
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
515 Counseling and guidance	NPS	RSY	$5.10	240	mins/mo	0	mins/weekly	0	mins/mo/year	*$204.00*
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
520 Parent counseling	NPS	RSY	$5.10	120	mins/mo	0	mins/weekly	0	mins/mo/year	*$102.00*
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
890 Other transition service	NPS	RSY	$5.10	960	mins/mo	0	mins/weekly	300	mins/mo/year	*$816.00*
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
525 Social work services	NPS	RSY	$5.10	180	mins/mo	0	mins/weekly	0	mins/mo/year	*$153.00*
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
545 Residential treatment services	NPS	RSY	$17,513.00	0	mins/weekly	0	mins/weekly	2	month	*$35,026.00*
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
									Total Estimated Maximum Basic Education Costs :	*$2,616.00*
									Total Related Services Costs:	*$36,709.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	$39,325.00

4. *Other Provisions/Attachments:*

5. *Progress Reporting Requirements:*	Quarterly	Monthly	*Other (please specify):*
		x	

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
North Valley School, Inc. - Santa Rosa	Alameda Unified School District
Name of Nonpublic School/Agency	*Name of LEA*
[signature] Jul 24, 2025	Kirsten Zazo (07/24/2025 10:04:14 PDT) 07/24/2025
Signature *Date*	*Signature* *Date*
Jul 24, 2025	*Kirsten Zazo, Assistant Superintendent of Education Services*
Name and Title	
	Signature *Date*
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $115,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Amendment No. _1_
Dated: August 12, 2025

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on August 12 , 2025 *or the date student begins attending a nonpublic school, if after the date identified, and terminates* **at 5:00 P.M. on** June 30, 2026 , *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	North Valley School, Inc. - Santa Rosa
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	360	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $327.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

ADDITIONAL or LESS Number of Days - Regular SY	180	days x	daily rate	$327.00	*Projected Basic Ed. Costs RSY*	*$58,860.00*
ADDITIONAL OR LESS Number of Days - Extended SY	13	days x	daily rate	$327.00	*Projected Basic Ed. Costs ESY*	*$4,251.00*
					Total Amended Basic Education Costs (regular school year and extended school year)	*$63,111.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY	$5.10	480	mins/mo		mins/weekly	0	mins/mo/year	$24,480.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$24,480.00*
515 Counseling and guidance	NPS	RSY	$5.10	240	mins/mo	0	mins/weekly	0	mins/mo/year	$12,240.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$12,240.00*
520 Parent counseling	NPS	RSY	$5.10	120	mins/mo	0	mins/weekly	0	mins/mo/year	$6,120.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$6,120.00*
690 Other transition service	NPS	RSY	$5.10	960	mins/mo	0	mins/weekly	300	mins/mo/year	$50,490.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$50,490.00*
525 Social work services	NPS	RSY	$5.10	180	mins/mo	0	mins/weekly	0	mins/mo/year	$9,180.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$9,180.00*
545 Residential treatment services	NPS	RSY	$17,616.00	0	mins/weekly	0	mins/weekly	10	month	$176,160.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$176,160.00*
									Amended Estimated Maximum Basic Education and Related Service Costs :	$341,781.00
									Original ISA Costs:	$39,531.00
									Total Amended Estimated Maximum Basic Education and Related Services Costs :	$381,312.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly x *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
North Valley School, Inc. - Santa Rosa	Alameda Unified School District
Name of Nonpublic School/Agency	*Name of LEA*
Kelly Hernandez (Jul 24, 2025 10:38:54 PDT)	Kirsten Zazo (07/24/2025 10:04:14 PDT) 07/24/2025
Signature Jul 24, 2025 *Date*	*Signature* *Date*
Kelly Hernandez	Kirsten Zazo, Assistant Superintendent of Education Services
Name and Title	
	Signature *Date*
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on ***July 1 , 2025*** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* ***at 5:00 P.M. on*** ***June 30, 2026*** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	**Oak Hill School**
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
	[redacted]		
	[redacted]		
	[redacted]		
	[redacted] *Address*		

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	330	during the regular school year (RSY)
	330	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	24	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $298.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$298.00	*Projected Basic Ed. Costs RSY*	*$53,640.00*
Estimated Number of Days - Extended SY	24	days x	daily rate	$298.00	*Projected Basic Ed. Costs ESY*	*$7,152.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$60,792.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
415 Language and speech	NPS	RSY	$162.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$6,804.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$6,804.00*
450 Occupational therapy	NPS	RSY	$162.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$6,804.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$6,804.00*
510 Individual counseling	NPS	RSY	$162.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$6,804.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$6,804.00*
									Total Estimated Maximum Basic Education Costs :	*$60,792.00*
									Total Related Services Costs:	*$20,412.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	**$81,204.00**

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:	**Quarterly**	Monthly	*Other (please specify):*
	x		

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
Oak Hill School	**Alameda Unified School District**
Name of Nonpublic School/Agency	***Name of LEA***
Signature ***Date***	***Signature*** ***Date***
Name and Title	***Kirsten Zazo, Assistant Superintendent of Education Services***
	Signature ***Date***
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on* **June 30, 2026**, *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Seneca Family of Agencies- James Baldwin Academy
LEA/Case Manager	Jorge Wahner	*Email*	
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address		*Address*	

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	240	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	194	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $233.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	194	days x	daily rate	$233.00	*Projected Basic Ed. Costs RSY*	*$45,202.00*
Estimated Number of Days - Extended SY	20	days x	daily rate	$233.00	*Projected Basic Ed. Costs ESY*	*$4,660.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$49,862.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY	$0.00	50	mins/weekly		mins/weekly	0	mins/mo/year	Billed to MediCal
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
515 Counseling and guidance	NPS	RSY	$0.00	50	mins/weekly	0	mins/weekly	0	mins/mo/year	Billed to MediCal
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
520 Parent counseling	NPS	RSY	$0.00	50	mins/weekly	0	mins/weekly	0	mins/mo/year	Billed to MediCal
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
415 Language and speech	NPS	RSY	$210.00	30	mins/weekly	0	mins/weekly	0	mins/mo/year	$4,305.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$4,305.00*
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
									Total Estimated Maximum Basic Education Costs :	*$49,862.00*
									Total Related Services Costs:	*$4,305.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	$54,167.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly X *Other (please specify):* NPS Quarterly Calendar

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Seneca Family of Agencies – James Baldwin Academy

Name of Nonpublic School/Agency

Scott Osborn June 17, 2025 14:18 PT

Signature *Date*

Scott Osborn Chief Operating Officer

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (07/08/2025 16:43 PDT) 07/08/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $115,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at* **5:00 P.M. on June 30, 2026**, *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Seneca Family of Agencies – James Baldwin Academy
LEA/Case Manager	Jorge Wahner	*Email*	
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address	1400 Central Ave #3	*Address*	

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	240	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	194	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $233.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	0	days x	daily rate	$233.00	*Projected Basic Ed. Costs RSY*	*$0.00*
Estimated Number of Days - Extended SY	18	days x	daily rate	$233.00	*Projected Basic Ed. Costs ESY*	*$4,194.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	***$4,194.00***

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY	$0.00	0	mins/weekly	0	mins/weekly	0	mins/mo/year	Billed to MediCal
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
515 Counseling and guidance	NPS	RSY	$0.00	0	mins/weekly	0	mins/weekly	0	mins/mo/year	Billed to MediCal
		ESY		0	mins/weekly	50	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
520 Parent counseling	NPS	RSY	$0.00	0	mins/weekly	0	mins/weekly	0	mins/mo/year	Billed to MediCal
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
340 Intensive individual services	NPS	RSY	$210/hour ($600/day max)	0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		2100	mins/weekly	0	mins/weekly	0	mins/mo/year	$10,800
									Total Cost	*$10,800*
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
									Total Estimated Maximum Basic Education Costs	*$4,194.00*
									Total Related Services Costs:	*$10,800.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	$14,994.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly X *Other (please specify):* NPS Quarterly Calendar

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Seneca Family of Agencies – James Baldwin Academy

Name of Nonpublic School/Agency

Scott Osborn

July 11, 2025 9:44 PT

Signature *Date*

Scott Osborn Chief Operating Officer

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (07/14/2025 11:13 PDT) 07/14/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $115,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Amendment No. _1_
Dated: August 12, 2025

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on August 12 **, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* ***at 5:00 P.M. on*** **June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	**SENECA James Baldwin Academy**
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
	[redacted]		
	[redacted]		
	[redacted]		
	[redacted]	*Address*	

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:		during the regular school year (RSY)
		during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:		during the regular school year (RSY)
		during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $233.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

ADDITIONAL or LESS Number of Days - Regular SY	194	days x	daily rate	$233.00	*Projected Basic Ed. Costs RSY*	*$45,202.00*
ADDITIONAL OR LESS Number of Days - Extended SY	2	days x	daily rate	$233.00	*Projected Basic Ed. Costs ESY*	*$466.00*
					Total Amended Basic Education Costs (regular school year and extended school year)	***$45,668.00***

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
340 Intensive Individual Services	NPS	RSY	$600.00	0	day	0	mins/weekly	0	mins/mo/year	$116,400.00
		ESY		0	day	0	mins/weekly	0	mins/mo/year	$1,200.00
									Total Cost	***$117,600.00***
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
									Total Cost	***$0.00***
	NPS	RSY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	***$0.00***

Amended Estimated Maximum Basic Education and Related Service Costs :	**$163,268.00**
Original ISA Costs:	***$14,994.00***
Total Amended Estimated Maximum Basic Education and Related Services Costs :	**$178,262.00**

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: **Quarterly** Monthly *Other (please specify):*

x

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
SENECA James Baldwin Academy	**Alameda Unified School District**
Name of Nonpublic School/Agency	***Name of LEA***
Signature ***Date***	***Signature*** ***Date***
Name and Title	***Kirsten Zazo, Assistant Superintendent of Education Services***
	Signature ***Date***
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1**, **2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* **at 5:00 P.M. on** **June 30, 2026**, *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	Nonpublic School	Seneca - Pathfinder
LEA/Case Manager	Jorge Wahner	Email	
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address		Address	

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	240	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	194	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $233

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	0	days x	daily rate	$233.00	Projected Basic Ed. Costs RSY	$0.00
Estimated Number of Days - Extended SY	18	days x	daily rate	$233.00	Projected Basic Ed. Costs ESY	$4,194.00
					Total Estimated Basic Education Costs (regular school year and extended school year)	$4,194.00

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
415 Language and speech	NPS	RSY	$210.00	0	mins/weekly		mins/weekly	0	mins/mo/year	$630
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	$630.00
510 Individual counseling	NPS	RSY	ERMHS rate	0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	$0.00
515 Counseling and guidance	NPS	RSY	ERMHS rate	0	mins/weekly	50	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	$0.00
520 Parent counseling	NPS	RSY	ERMHS rate	50	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	$0.00
900 Other: NPS ERMHS	NPS	RSY	$373/day	0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	$6,714
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	$0.00
									Total Estimated Maximum Basic Education Costs :	$4,194.00
									Total Related Service Costs:	$7,344.00
									Total Estimated Maximum Basic Education and Related Services Costs :	$11,538.00.

Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly X *Other (please specify):* NPS Quarterly Calendar

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Seneca Family of Agencies - Pathfinder Academy

Name of Nonpublic School/Agency

Scott Osborn

July 09, 2025 17:27 PT

Signature *Date*

Scott Osborn Chief Operating Officer

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (07/14/2025 11:13 PDT) 07/14/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $115,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Amendment No. _1_
Dated: August 12, 2025

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on August 12 , 2025 or the date student begins attending a nonpublic school, if after the date identified. and terminates at 5:00 P.M. on June 30, 2026 . unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	SENECA Pathfinder
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address		Address	

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	240	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	194	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $606.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

ADDITIONAL or LESS Number of Days - Regular SY	194	days x	daily rate	$606.00	Projected Basic Ed. Costs RSY	$117,564.00
ADDITIONAL OR LESS Number of Days - Extended SY	2	days x	daily rate	$606.00	Projected Basic Ed. Costs ESY	$1,212.00

Total Amended Basic Education Costs (regular school year and extended school year) $118,776.00

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
	NPS	RSY		0	mins/week	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		0	mins/week	0	mins/weekly	0	mins/mo/year	$0.00
									Total Cost	$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
									Total Cost	$0.00
	NPS	RSY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	$0.00

Amended Estimated Maximum Basic Education and Related Service Costs :	$118,776.00
Original ISA Costs:	$11,538.00
Total Amended Estimated Maximum Basic Education and Related Services Costs :	$130,314.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly (x) Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	LEA
SENECA Pathfinder	Alameda Unified School District
Name of Nonpublic School/Agency	Name of LEA
Scott Osborn August 08, 2025 8:28 PT	[signature] 08/08/2025
Signature / Date	Signature / Date
Scott Osborn, Chief Operating Officer	Kirsten Zazo, Assistant Superintendent of Education Services
Name and Title	
	Signature / Date
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* **at 5:00 P.M. on June 30, 2026**, *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	Nonpublic School	Spectrum - Camden
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar			
Address		Address	

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	378	during the regular school year (RSY)
	378	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	30	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	5	days x	daily rate	$322.00	Projected Basic Ed. Costs RSY	$1,610.00
Estimated Number of Days - Extended SY	10	days x	daily rate	$322.00	Projected Basic Ed. Costs ESY	$3,220.00
					Total Estimated Basic Education Costs (regular school year and extended school year)	$4,830.00

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
415 Language and speech	NPS	RSY	$147.00	60	mins/weekly		mins/weekly	0	mins/mo/year	$147.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	$294.00
									Total Cost	$441.00
450 Occupational therapy	NPS	RSY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
									Total Cost	$0.00
340 Intensive individual services	NPS	RSY	$225.00	1940	day	0	mins/weekly	0	mins/mo/year	$1,125.00
		ESY		0	day	0	mins/weekly	0	mins/mo/year	$2,250.00
									Total Cost	$3,375.00
Transportation	NPS	RSY	$196.99	0	day	0	mins/weekly	0	mins/mo/year	$984.95
		ESY		0	day	0	mins/weekly	0	mins/mo/year	$1,969.90
									Total Cost	$2,954.85
									Total Estimated Maximum Basic Education Costs :	$4,830.00
									Total Related Services Costs:	$6,770.85
									Total Estimated Maximum Basic Education and Related Services Costs :	$11,600.85

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly (x) Monthly ( ) Other (please specify): ( )

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Spectrum - Camden
Name of Nonpublic School/Agency

Lucia James (Aug 1, 2025 21:51:26 PDT)
Signature

08/01/25
Date

Lucia James Director
Name and Title

LEA

Alameda Unified School District
Name of LEA

Kirsten Zazo (08/04/2025 10:37:32 PDT)
Signature

08/04/2025
Date

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Amendment No. _1_
Dated: August 12, 2025

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on August 12 , 2025 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026 , unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Spectrum - Camden
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	378	during the regular school year (RSY)
	378	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	30	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	175	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$56,350.00*
Estimated Number of Days - Extended SY	11	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$3,542.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$59,892.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
415 Language and speech	NPS	RSY	$147.00	60	mins/weekly		mins/weekly	0	mins/mo/year	$5,145.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	$323.40
									Total Cost	*$5,468.40*
450 Occupational therapy	LEA	RSY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
									Total Cost	*$0.00*
340 Intensive individual services	NPS	RSY	$225.00	1940	day	0	mins/weekly	0	mins/mo/year	$39,375.00
		ESY		0	day	0	mins/weekly	0	mins/mo/year	$2,475.00
									Total Cost	*$41,850.00*
Transportation	NPS	RSY	$196.99	0	day	0	mins/weekly	0	mins/mo/year	$34,473.25
		ESY		0	day	0	mins/weekly	0	mins/mo/year	$2,166.89
									Total Cost	*$36,640.14*
									Amended Estimated Maximum Basic Education and Related Service Costs :	$143,850.54
									Original ISA Costs:	*$11,600.85*
									Total Amended Estimated Maximum Basic Education and Related Services Costs :	$155,451.39

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Spectrum - Camden
Name of Nonpublic School/Agency

Lucia James
Lucia James (Aug 6, 2025 11:43:03 PDT)
Signature

08/06/25
Date

Lucia James Director
Name and Title

LEA

Alameda Unified School District
Name of LEA

Kirsten Zazo (08/07/2025 10:02:35 PDT)
Signature

08/07/2025
Date

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on ***July 1 , 2025*** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* ***at 5:00 P.M. on*** ***June 30, 2026*** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	**Spectrum - Tara Hills**
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	300	during the regular school year (RSY)
	300	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	0	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$0.00*
Estimated Number of Days - Extended SY	15	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$4,830.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$4,830.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY	$147.00	50	mins/weekly		mins/weekly	0	mins/mo/year	
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	$366.03
									Total Cost	*$366.03*
520 Parent counseling	LEA	RSY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
Transportation	NPS	RSY	$256.99		days	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		15	days	0	mins/weekly	0	mins/mo/year	$3,854.85
									Total Cost	*$3,854.85*
									Total Estimated Maximum Basic Education Costs :	*$4,830.00*
									Total Related Services Costs:	*$4,220.88*
									Total Estimated Maximum Basic Education and Related Services Costs :	**$9,050.88**

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:	**Quarterly**	Monthly	*Other (please specify):*
	x		

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
Spectrum - Tara Hills	**Alameda Unified School District**
Name of Nonpublic School/Agency	***Name of LEA***
Signature ***Date***	***Signature*** ***Date***
Name and Title	***Kirsten Zazo, Assistant Superintendent of Education Services***
	Signature ***Date***
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Amendment No. _1_
Dated: August 12, 2025

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **August 12, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* ***at 5:00 P.M. on*** **June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Spectrum - Tara Hills
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	300	during the regular school year (RSY)
	300	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

ADDITIONAL or LESS Number of Days - Regular SY	180	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$57,960.00*
ADDITIONAL OR LESS Number of Days - Extended SY	6	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$1,932.00*
					Total Amended Basic Education Costs (regular school year and extended school year)	*$59,892.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
Individual Counseling	NPS	RSY	$157.00	50	mins/weekly	0	mins/weekly	0	mins/mo/year	$4,691.16
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	$130.31
									Total Cost	*$4,821.47*
Parent Counseling	LEA	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$0.00
									Total Cost	*$0.00*
Transportation	NPS	RSY	$256.99	180	mins/weekly	0	mins/weekly	0	mins/mo/year	$46,258.20
		ESY		6	mins/weekly	0	mins/weekly	0	mins/mo/year	$1,541.94
									Total Cost	*$47,800.14*
									Amended Estimated Maximum Basic Education and Related Service Costs :	$112,513.61
									Original ISA Costs:	*$9,050.88*
									Total Amended Estimated Maximum Basic Education and Related Services Costs :	$121,564.49

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly x Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
Spectrum - Tara Hills	Alameda Unified School District
Name of Nonpublic School/Agency	*Name of LEA*
Aisha Robinson (Jul 17, 2025 14:36 PDT) 07/17/25	Kirsten Zazo (08/04/2025 18:35:08 PDT) 08/04/2025
Signature *Date*	*Signature* *Date*
Aisha Robinson, Program Director	*Kirsten Zazo, Assistant Superintendent of Education Services*
Name and Title	
	Signature *Date*
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on ***July 1 , 2025*** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* ***at 5:00 P.M. on*** ***June 30, 2026*** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	***Nonpublic School***	**Spectrum - Tara Hills**
LEA/Case Manager	Jorge Wahner	***Email***	jwahner@alamedaunified.org
Pupil Name	[redacted]		
	[redacted]		
	[redacted]		
	[redacted]		
	[redacted]	***Address***	

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	300	during the regular school year (RSY)
	300	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	0	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	***$0.00***
Estimated Number of Days - Extended SY	15	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	***$4,830.00***
					Total Estimated Basic Education Costs (regular school year and extended school year)	***$4,830.00***

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY	$147.00	0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	$294.00
									Total Cost	***$294.00***
Transportation	NPS	RSY	$256.99	0	days	0	mins/weekly	0	mins/mo/year	$0.00
		ESY		15	days	0	mins/weekly	0	mins/mo/year	$3,854.85
									Total Cost	***$3,854.85***
									Total Estimated Maximum Basic Education Costs :	***$4,830.00***
									Total Related Services Costs:	***$4,148.85***
									Total Estimated Maximum Basic Education and Related Services Costs :	**$8,978.85**

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:	**Quarterly**	Monthly	*Other (please specify):*
	x		

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
Spectrum - Tara Hills	**Alameda Unified School District**
Name of Nonpublic School/Agency	***Name of LEA***
Signature ***Date***	***Signature*** ***Date***
Name and Title	***Kirsten Zazo, Assistant Superintendent of Education Services***
	Signature ***Date***
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Amendment No. _1___
Dated: August 12, 2025

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

*This agreement is effective on **August 12, 2025** or the date student begins attending a nonpublic school, if after the date identified, and terminates **at 5:00 P.M. on June 30, 2026**, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	**Spectrum - Tara Hills**
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
	[redacted]		
	[redacted]		
	[redacted]		
	[redacted]	*Address*	

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	300	during the regular school year (RSY)
	300	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	6	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

ADDITIONAL or LESS Number of Days - Regular SY	180	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$57,960.00*
ADDITIONAL OR LESS Number of Days - Extended SY	6	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$1,932.00*
					Total Amended Basic Education Costs (regular school year and extended school year)	***$59,892.00***

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual Counseling	NPS	RSY	$147.00	30	mins/weekly	0	mins/weekly	0	mins/mo/year	$2,646.00
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	$147.00
									Total Cost	***$2,793.00***
Transportation	NPS	RSY	$256.99	180	mins/weekly	0	mins/weekly	0	mins/mo/year	$46,258.20
		ESY		6	mins/weekly	0	mins/weekly	0	mins/mo/year	$1,541.94
									Total Cost	***$47,800.14***
	NPS	RSY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$0.00*
									Amended Estimated Maximum Basic Education and Related Service Costs :	**$110,485.14**
									Original ISA Costs:	*$8,978.85*
									Total Amended Estimated Maximum Basic Education and Related Services Costs :	**$119,463.99**

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:	**Quarterly**	Monthly	*Other (please specify):*
	x		

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
Spectrum - Tara Hills	**Alameda Unified School District**
Name of Nonpublic School/Agency	***Name of LEA***
Signature ***Date***	***Signature*** ***Date***
Name and Title	***Kirsten Zazo, Assistant Superintendent of Education Services***
	Signature ***Date***
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/7/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/30/26 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) SPG Therapy & Education, PC
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2021 Ygnacio Valley Road, C-103 Walnut Creek, CA 94598
Jorge Wahner, Sr. Director jwahner@alamedaunified.org **Emily Langworth, Contracts/Billing** elangworth@alamedaunified.org	(Rep/Contact) (309) 221-1377
[redacted]	(CDE Cert #) 31479
	(Title of Position(s)) Speech Pathologist
Parent/Guardian Last, First Name:	(Name(s) of Individual Assigned) Jordan Marshall

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)	1	155	42	6510
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515).				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other				

TOTAL ESTIMATED COSTS NOT TO EXCEED $ 6,510.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

SPG Therapy & Education, PC

(Name of Nonpublic Agency)

Susan Stark Digitally signed by Susan Stark Date: 2025.07.10 11:35:26 -07'00' 7/3/25

(Signature) (Date)

Susan Stark - M.S.,CCC-SLP

(Name and Title)

-LEA-

ALAMEDA UNIFIED SCHOOL DISTRICT

Kirsten Zazo (07/10/2025 12:01 PDT) 07/10/2025

(Signature) (Date)

Kirsten Zazo, Assistant Superintendent of Educational Services

(CONTRACTS EXCEEDING $114,500 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education (Date)
Alameda Unified School District

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at* **5:00 P.M. on June 30, 2026,** *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	The Avalon Academy
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	360	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	29	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $335.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	0	days x	daily rate	$335.00	*Projected Basic Ed. Costs RSY*	*$0.00*
Estimated Number of Days - Extended SY	26	days x	daily rate	$335.00	*Projected Basic Ed. Costs ESY*	*$8,710.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$8,710.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
340 Intensive individual services	NPS	RSY	$50.00	1600	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$7,800.00
									Total Cost	*$7,800.00*
415 Language and speech	NPS	RSY	$165.00	60	mins/weekly	60	mins/weekly	10	hours/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$2,007.50
									Total Cost	*$2,007.50*
725 Specialized vision services	NPS	RSY	$165.00	60	mins/weekly	60	mins/weekly	2.5	hours/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$1,989.82
									Total Cost	*$1,989.82*
730 Orientation and mobility	NPS	RSY	$165.00	0	mins/weekly	60	mins/weekly	2.5	hours/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$999.82
									Total Cost	*$999.82*
460 Physical therapy	NPS	RSY	$158.00	120	mins/weekly	0	mins/weekly	12	hours/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$1,941.14
									Total Cost	*$1,941.14*
450 Occupational therapy	NPS	RSY	$165.00	120	mins/weekly	60	mins/weekly	10	hours/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$3,009.29
									Total Cost	*$3,009.29*
435 Health and nursing, specialized physical health care services	NPS	RSY	$91.00	45	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$409.50
									Total Cost	*$409.50*
									Total Estimated Maximum Basic Education Costs :	*$8,710.00*
									Total Related Services Costs:	*$17,747.57*
									Total Estimated Maximum Basic Education and Related Services Costs :	*$26,457.57*

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly: x Monthly: *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

The Avalon Academy

Name of Nonpublic School/Agency

7.24.25

Signature *Date*

Sara Hawkinson, Executive Director

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (07/24/2025 15:30:37 PDT) 07/24/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Amendment No. _1_
Dated: August 12, 2025

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on August 12 , 2025 *or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on* June 30, 2026 , *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	The Avalon Academy
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360 during the regular school year (RSY)
	360 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180 during the regular school year (RSY)
	29 during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $335.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

ADDITIONAL or LESS Number of Days - Regular SY	180	days x	daily rate	$335.00	*Projected Basic Ed. Costs RSY*	*$60,300.00*
ADDITIONAL OR LESS Number of Days - Extended SY	2	days x	daily rate	$335.00	*Projected Basic Ed. Costs ESY*	*$670.00*
					Total Amended Basic Education Costs (regular school year and extended school year)	*$60,970.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
340 Intensive individual services	NPS	RSY	$50.00	1800	mins/weekly	0	mins/weekly	0	mins/mo/year	$54,600.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$54,600.00*
415 Language and speech	NPS	RSY	$165.00	60	mins/weekly	60	mins/weekly	10	hours/year	$13,662.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$13,662.00*
725 Specialized vision services	NPS	RSY	$165.00	60	mins/weekly	60	mins/weekly	2.5	hours/year	$12,424.50
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$12,424.50*
730 Orientation and mobility	NPS	RSY	$165.00	0	mins/weekly	60	mins/weekly	2.5	hours/year	$6,418.50
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$6,418.50*
460 Physical therapy	NPS	RSY	$158.00	120	mins/weekly	0	mins/weekly	12	hours/year	$13,398.40
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$13,398.40*
450 Occupational therapy	NPS	RSY	$165.00	120	mins/weekly	60	mins/weekly	10	hours/year	$19,668.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$19,668.00*
435 Health and nursing, specialized physical health care services	NPS	RSY	$91.00	45	mins/weekly	0	mins/weekly	0	mins/mo/year	$2,484.30
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$2,484.30*
									Amended Estimated Maximum Basic Education and Related Service Costs :	$183,625.70
									Original ISA Costs:	$26,457.57
									Total Amended Estimated Maximum Basic Education and Related Services Costs :	$210,083.27

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly (x) Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
The Avalon Academy	Alameda Unified School District
Name of Nonpublic School/Agency	*Name of LEA*
7.24.25	07/24/2025
Signature *Date*	*Signature* *Date*
Sara Hawkinson, Executive Director	
Name and Title	*Kirsten Zazo, Assistant Superintendent of Education Services*
	Signature *Date*
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* **at 5:00 P.M. on June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	The Phillips Academy
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	24	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$57,960.00*
Estimated Number of Days - Extended SY	24	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$7,728.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$65,688.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY + ESY	$182.00	60	mins/weekly	0	mins/weekly	60	mins/mo/year	$15,288.00
				0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$15,288.00*
450 Occupational therapy	NPS	RSY + ESY	$113.00		mins/weekly	0	mins/weekly	420	mins/mo/year	$791.00
				0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$791.00*
445 Assistive technology services	NPS	RSY + ESY	$113.00		mins/weekly	0	mins/weekly	360	mins/mo/year	$678.00
				0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$678.00*
									Total Estimated Maximum Basic Education Costs :	*$65,688.00*
									Total Related Services Costs:	*$16,757.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	$82,445.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly x Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

The Phillips Academy

Name of Nonpublic School/Agency

DocuSigned by:
Esther Cohen
9B621B5A92E04D5...

7/16/2025

Signature *Date*

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (07/16/2025 14:11 PDT)

07/16/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Docusign Envelope ID: 55D8F23F-5408-4DA3-AEC3-946F3C86373C

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at* **5:00 P.M. on June 30, 2026**, *unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	Nonpublic School	The Phillips Academy
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address		Address	

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	24	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$322.00	Projected Basic Ed. Costs RSY	$57,960.00
Estimated Number of Days - Extended SY	24	days x	daily rate	$322.00	Projected Basic Ed. Costs ESY	$7,728.00
					Total Estimated Basic Education Costs (regular school year and extended school year)	$65,688.00

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
510 Individual counseling	NPS	RSY + ESY	$182.00	60	mins/weekly		mins/weekly	60	weekly	$15,288.00
				0	mins/weekly	0	mins/weekly			
									Total Cost	$15,288.00
415 Language and speech	NPS	RSY + ESY	$113.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$4,746.00
				0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	$4,746.00
450 Occupational therapy	NPS	RSY + ESY	$113.00	60	mins/weekly	0	mins/weekly		mins/year	$5,311.00
				0	mins/weekly	0	mins/weekly	300	mins/mo/year	
									Total Cost	$5,311.00
445 Assistive technology services	NPS	RSY + ESY	$113.00		mins/weekly	0	mins/weekly	420	mins/year	$791.00
				0	mins/weekly	0	mins/weekly		mins/mo/year	
									Total Cost	$791.00
									Total Estimated Maximum Basic Education Costs :	$65,688.00
									Total Related Services Costs:	$25,345.00
									Total Estimated Maximum Basic Education and Related Services Costs :	$91,033.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly (x) Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

The Phillips Academy

Name of Nonpublic School/Agency

DocuSigned by:
Esther Cohen 7/16/2025
9B621B5A92E64D5...

Signature *Date*

Dr. Esther Cohen, Executive Director

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (07/16/2025 14:11 PDT) 07/16/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Docusign Envelope ID: 55D8F23F-5408-4DA3-AEC3-946F3C86373C

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* **at 5:00 P.M. on June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	The Phillips Academy
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	24	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$57,960.00*
Estimated Number of Days - Extended SY	24	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$7,728.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$65,688.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
415 Language and speech	NPS	RSY + ESY	$113.00	30	mins/weekly	30	mins/weekly	360	mins/year	$5,424.00
				0	mins/weekly	0	mins/weekly		mins/year	
									Total Cost	*$5,424.00*
450 Occupational therapy	NPS	RSY + ESY	$113.00	60	mins/weekly	0	mins/weekly	300	mins/year	$5,311.00
				0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$5,311.00*
510 Individual counseling	NPS	RSY + ESY	$182.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$7,644.00
				0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$7,644.00*
515 Counseling and guidance	NPS	RSY + ESY	$182.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$7,644.00
				0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$7,644.00*
									Total Estimated Maximum Basic Education Costs :	*$65,688.00*
									Total Related Services Costs:	*$26,023.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	**$91,711.00**

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly x Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

The Phillips Academy

Name of Nonpublic School/Agency

DocuSigned by:
Esther Cohen 7/16/2025
9621B5A92E64D5...

Signature *Date*

Dr. Esther Cohen, Executive Director

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (07/16/2025 14:11 PDT) 07/16/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Docusign Envelope ID: 55D8F23F-5408-4DA3-AEC3-946F3C86373C

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* ***at 5:00 P.M. on*** **June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	The Phillips Academy
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	24	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$57,960.00*
Estimated Number of Days - Extended SY	24	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$7,728.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$65,688.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
415 Language and speech	NPS	RSY + ESY	$113.00	120	mins/monthly		mins/weekly	0	mins/mo/year	$2,486.00
				0	mins/weekly	0	mins/weekly	120	mins/mo/year	
									Total Cost	*$2,486.00*
510 Individual counseling	NPS	RSY + ESY	$182.00	60	mins/weekly	0	mins/weekly	60	mins/mo/year	$15,288.00
				0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$15,288.00*
									Total Estimated Maximum Basic Education Costs :	*$65,688.00*
									Total Related Services Costs:	*$17,774.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	$83,462.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly: x Monthly: *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

The Phillips Academy

Name of Nonpublic School/Agency

DocuSigned by:
Esther Cohen
9B521B5A92E64D5...

7/16/2025

Signature *Date*

Dr. Esther Cohen, Executive Director

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (07/16/2025 14:11 PDT)

07/16/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Docusign Envelope ID: 55D8F23F-5408-4DA3-AEC3-946F3C86373C

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* **at 5:00 P.M. on June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	The Phillips Academy
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	24	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$57,960.00*
Estimated Number of Days - Extended SY	24	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$7,728.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$65,688.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY + ESY	$182.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$7,644.00
				0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$7,644.00*
415 Language and speech	NPS	RSY + ESY	$113.00	60	mins/weekly	0	mins/weekly	300	mins/mo/year	$5,311.00
				0	mins/weekly	0	mins/weekly		mins/year	
									Total Cost	*$5,311.00*
450 Occupational therapy	NPS	RSY + ESY	$113.00	60	mins/weekly	0	mins/weekly	300	mins/mo/year	$5,311.00
				0	mins/weekly	0	mins/weekly	0	mins/year	
									Total Cost	*$5,311.00*
515 Counseling and guidance	NPS	RSY + ESY	$182.00	0	mins/weekly	60	mins/weekly	0	mins/mo/year	$7,644.00
				0	mins/weekly	0	mins/weekly	0	mins/year	
									Total Cost	*$7,644.00*
									Total Estimated Maximum Basic Education Costs :	***$65,688.00***
									Total Related Services Costs:	***$18,266.00***
									Total Estimated Maximum Basic Education and Related Services Costs :	**$83,954.00**

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly: x Monthly: *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
The Phillips Academy	Alameda Unified School District
Name of Nonpublic School/Agency	*Name of LEA*
DocuSigned by: Esther Cohen 7/16/2025 — 9B621B5A92E64D5...	Kirsten Zazo (07/16/2025 14:11 PDT) 07/16/2025
Signature *Date*	*Signature* *Date*
Dr. Esther Cohen, Executive Director	*Kirsten Zazo, Assistant Superintendent of Education Services*
Name and Title	
	Signature *Date*
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Docusign Envelope ID: A794AFE4-60A6-4531-8356-C605DBC8910F

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* **at 5:00 P.M. on June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	The Phillips Academy
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	24	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$57,960.00*
Estimated Number of Days - Extended SY	24	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$7,728.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$65,688.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY + ESY	$182.00	60	mins/weekly		mins/weekly	0	week	$7,826.00
					mins/weekly	0	mins/weekly			
									Total Cost	*$7,826.00*
415 Language and speech	NPS	RSY + ESY	$113.00	0	mins/weekly	60	mins/weekly	300	mins/mo/year	$5,424.00
					mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$5,424.00*
450 Occupational therapy	NPS	RSY + ESY	$113.00	30	mins/weekly	30	mins/weekly	600	mins/year	$5,989.00
				0	mins/weekly	0	mins/weekly		mins/mo/year	
									Total Cost	*$5,989.00*
515 Counseling and guidance	NPS	RSY	$182.00	0	mins/weekly	60	mins/weekly		mins/year	$6,916.00
		ESY		0	mins/weekly	90	mins/month		mins/mo/year	$546.00
									Total Cost	*$7,462.00*
									Total Estimated Maximum Basic Education Costs :	*$65,688.00*
									Total Related Services Costs:	*$26,701.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	$92,389.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly x Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
The Phillips Academy	Alameda Unified School District
Name of Nonpublic School/Agency	*Name of LEA*
DocuSigned by: Esther Cohen 7/24/2025	Kirsten Zazo (07/24/2025 13:04:03 PDT) 07/24/2025
Signature 9B621B5A92E64D5... *Date*	*Signature* *Date*
Dr. Esther Cohen, Executive Director	*Kirsten Zazo, Assistant Superintendent of Education Services*
Name and Title	
	Signature *Date*
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Docusign Envelope ID: A794AFE4-60A6-4531-8356-C605DBC8910F

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

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Local Education Agency	Alameda Unified School District	*Nonpublic School*	The Phillips Academy
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	24	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$57,960.00*
Estimated Number of Days - Extended SY	24	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$7,728.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$65,688.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY + ESY	$182.00	60	mins/weekly		mins/weekly		week	$7,826.00
					mins/weekly	0	mins/weekly			
									Total Cost	*$7,826.00*
450 Occupational therapy	NPS	RSY + ESY	$113.00	60	mins/weekly	0	mins/weekly	420	mins/year	$5,650.00
				0	mins/weekly	0	mins/weekly		mins/mo/year	
									Total Cost	*$5,650.00*
445 Assistive technology services	NPS	RSY + ESY	$113.00	0	mins/monthly	0	mins/weekly	600	mins/year	$1,130.00
				0	mins/weekly	0	mins/weekly		mins/mo/year	$0.00
									Total Cost	*$1,130.00*

Total Estimated Maximum Basic Education Costs :	*$65,688.00*
Total Related Services Costs:	*$13,476.00*
Total Estimated Maximum Basic Education and Related Services Costs :	$79,164.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly: x Monthly: *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor	*LEA*
The Phillips Academy	Alameda Unified School District
Name of Nonpublic School/Agency	*Name of LEA*
DocuSigned by: Esther Cohen 7/24/2025	07/24/2025
Signature 9B621B5A92E64D5... *Date*	*Signature* *Date*
Dr. Esther Cohen, Executive Director	Kirsten Zazo, Assistant Superintendent of Education Services
Name and Title	
	Signature *Date*
	President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Docusign Envelope ID: A96C1F63-DD54-4BE5-8785-F83456EC330C

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* **at 5:00 P.M. on June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	The Phillips Academy
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	240	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	24	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$322.00	*Projected Basic Ed. Costs RSY*	*$57,960.00*
Estimated Number of Days - Extended SY	24	days x	daily rate	$322.00	*Projected Basic Ed. Costs ESY*	*$7,728.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$65,688.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
510 Individual counseling	NPS	RSY + ESY	$182.00	60	mins/weekly		mins/weekly	60	week	$15,288.00
					mins/weekly	0	mins/weekly			
									Total Cost	*$15,288.00*
415 Language and speech	NPS	RSY + ESY	$113.00	30	mins/weekly	0	mins/weekly	0	mins/mo/year	$2,373.00
					mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$2,373.00*
					mins/weekly	0	mins/weekly		mins/year	
				0	mins/weekly	0	mins/weekly		mins/mo/year	
									Total Cost	*$0.00*
					mins/weekly	0	mins/weekly		mins/year	$0.00
				0	mins/weekly	0	mins/weekly		mins/mo/year	
									Total Cost	*$0.00*
									Total Estimated Maximum Basic Education Costs :	*$65,688.00*
									Total Related Services Costs:	*$17,661.00*
									Total Estimated Maximum Basic Education and Related Services Costs :	**$83,349.00**

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly x Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

The Phillips Academy

Name of Nonpublic School/Agency

DocuSigned by:
Esther Cohen 7/24/2025
A3621B5A92E64D5...

Signature *Date*

Esther Cohen Executive Director

Name and Title

LEA

Alameda Unified School District

Name of LEA

07/24/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **July 1 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates* **at 5:00 P.M. on June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Wellspring Educational Services Inc.
LEA/Case Manager	Jorge Wahner	*Email*	
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360	during the regular school year (RSY)
	360	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $436.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	1	days x	daily rate	$436.00	*Projected Basic Ed. Costs RSY*	*$436.00*
Estimated Number of Days - Extended SY	0	days x	daily rate	$436.00	*Projected Basic Ed. Costs ESY*	*$0.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$436.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
900 Other: 1:1 Wellspring non-behavioral aide as part of school program	NPS	RSY	$18.00	1800	mins/weekly	0	mins/weekly	0	mins/mo/year	$108.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$108.00*
900 Other: 1:1 Wellspring behavioral aide as part of school program	NPS	RSY	$30.00	1800	mins/weekly	0	mins/weekly	0	mins/mo/year	$180.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$180.00*
Meals	NPS	RSY	$10.67	1	daily	0	mins/weekly	0	mins/mo/year	$10.67
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$10.67*
									Total Estimated Maximum Basic Education Costs :	*$436.00*
									Total Related Services Costs:	*$298.67*
									Total Estimated Maximum Basic Education and Related Services Costs :	$734.67

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Wellspring Educational Services Inc.

Name of Nonpublic School/Agency

Dana M. Sassone

box SIGN 4Z8K7QKK-4ZZ5KJLX Aug 8, 2025

Signature *Date*

Dana Sassone, Corporate Secretary

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (08/08/2025 16:44:40 PDT) 08/08/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Amendment No. _1_
Dated: August 12, 2025

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on August 12 , 2025 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026 , unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Wellspring Educational Services Inc.
LEA/Case Manager	Jorge Wahner	*Email*	
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. *Nonpublic School: The average number of minutes in the instructional day will be:*	360	during the regular school year (RSY)
	360	during the extended school year (ESY)
2. *Nonpublic School: The number of school days in the calendar of the school year are:*	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. *Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.*

Daily Rate $436.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

ADDITIONAL or LESS Number of Days - Regular SY	179	days x	daily rate	$436.00	*Projected Basic Ed. Costs RSY*	*$78,044.00*
ADDITIONAL OR LESS Number of Days - Extended SY	20	days x	daily rate	$436.00	*Projected Basic Ed. Costs ESY*	*$8,720.00*

Total Amended Basic Education Costs (regular school year and extended school year) ***$86,764.00***

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
415 Language and speech	NPS	RSY	$135.00 1:1 $112.00 grp	90	mins/weekly		mins/weekly	300	mins/ year	$7,965.00
		ESY		90	mins/weekly		mins/weekly	0	mins/mo/year	$1,258.00
									Total Cost	*$9,223.00*
450 Occupational therapy	NPS	RSY	$135.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$4,860.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	$540.00
									Total Cost	*$5,670.00*
960 Other: 1:1 Wellspring non-behavioral aide as part of school program	NPS	RSY	$18.00	1800	mins/weekly	0	mins/weekly	0	mins/mo/year	$19,332.00
		ESY		1200	mins/weekly	0	mins/weekly	0	mins/mo/year	$1,440.00
									Total Cost	*$20,772.00*
535 Behavior intervention services	NPS	RSY	$173.00	77	hours/yearly	0	mins/weekly	0	mins/mo/year	$13,321.00
		ESY		0	hours/yearly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$13,321.00*
960 Other: 1:1 Wellspring behavioral aide as part of school program	NPS	RSY	$30.00	1800	mins/weekly	0	mins/weekly	0	mins/mo/year	$32,220.00
		ESY		1200	mins/weekly	0	mins/weekly	0	mins/mo/year	$2,400.00
									Total Cost	*$34,620.00*
Meals	NPS	RSY	$10.67	179	daily	0	mins/weekly	0	mins/mo/year	$1,909.93
		ESY		20	daily	0	mins/weekly	0	mins/mo/year	$213.40
									Total Cost	*$2,123.33*
									Amended Estimated Maximum Basic Education and Related Service Costs :	$172,493.33
									Original ISA Costs:	*$734.67*
									Total Amended Estimated Maximum Basic Education and Related Services Costs :	$173,228.00

4. *Other Provisions/Attachments:*

5. *Progress Reporting Requirements:* Quarterly Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Wellspring Educational Services Inc.
Name of Nonpublic School/Agency

Dana M. Sassone
box SIGN 4Z8K7QKK-4ZZ5KJLX
Signature

Aug 8, 2025
Date

Dana Sassone, Corporate Secretary
Name and Title

LEA

Alameda Unified School District
Name of LEA

Kirsten Zazo (08/08/2025 16:44:40 PDT)
Signature

08/08/2025
Date

Kirsten Zazo, Assistant Superintendent of Education Services

Signature

Date

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,600 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Memorandum of Understanding with Colleges and Universities for Student Teacher, School Psychologist, Counselor, and Administrative Interns

Item Type: Consent

Background: The District enters into yearly contracts and partnerships with Universities' Departments of Education to provide a professional preparation program for student teacher, school psychologist, counselor, and administrative intern candidates. These programs are a benefit to the District and enable student teachers and intern candidates to continue vital training. The programs which seek to establish partnerships are:

- Alameda County Office of Education - School Counselor Residency Program
- Alliant International University - California School of Education
- Dominican University of California - Department of Education Student Teacher Program
- Los Angeles Pacific University - Azusa Pacific University System
- San Jose State University - Student Teaching Program

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle:

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Alameda County Office of Education - School Counselor Residency Program MOU	8/6/2025	Backup Material
🗋	Alliant International University - California School of Education	8/6/2025	Backup Material
🗋	Dominican University of California - Department of Education Student Teacher Program	8/6/2025	Backup Material
🗋	Los Angeles Pacific University - Azusa Pacific University System	8/6/2025	Backup Material
	San Jose State University - Student Teaching		

🗋	Program	8/6/2025	Backup Material

ALAMEDA COUNTY
OFFICE OF EDUCATION

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and **Alameda Unified School District**.

PURPOSE: The purpose of this M.O.U. is to enable the ACOE School Counselor Residency Program and **Alameda Unified School District** to establish a formal working relationship between the parties and to set forth the operative conditions and guidelines that will govern this partnership: to recruit a diverse cohort of future counselors, develop their skills through a high-quality residency model, increase counselor retention, and build a pipeline for both aspiring counselors and experienced counselors who want to become mentors. By working together with CSU East Bay, SF State, San Jose State, St Mary's College, the University of San Francisco , ACOE and **Alameda Unified School District** will create a strong new School Counselor pipeline.

TERM: This M.O.U. shall become effective upon the date of execution by both parties and shall auto-renew on July 1st of each year. The term of this contract will end on June 30, 2029.

SCOPE OF SERVICES:

A. <u>The ACOE will:</u>

a. Employ the appropriate number of staff within the discretion of the Superintendent to perform services as described in the ACOE,CSU East Bay, SF State, San Jose State, St Mary's College and the University of San Francisco School Counselor Residency Program Agreement.
b. Provide meeting space for program activities as needed.
c. In partnership with CSU East Bay, SF State, San Jose State, St Mary's College and the University of San Francisco's state-approved/accredited PPS credential program, ACOE will oversee eligible candidates and provide support to complete all program requirements to obtain a PPS credential.
d. Provide a process for equitable distribution of services to School Counselor Residency Candidates, Mentors, and Site Administrators in all participating district's, including recruitment of Mentors to work with the district's School Counselor Residency Candidates, as needed.

e. Establish and maintain accurate records and reports including confidential files containing information, formative assessments and other statements of progress for Candidates. Provide regular updates to all residency candidates and their districts.
f. Supply reports and other information requested on matters related to program requirements and activities to the Commission on Teacher Credentialing and California State Department of Education.
g. Manage and directly provide all stipend payments to residents and mentors within the Program.

B. The **Alameda Unified School District** shall:

a. Collaborate with ACOE staff to nominate, recruit and interview both internal and external Resident candidates.
b. Consider Residents as intended future counselors for the district/schools where they are trained. The District gets first offer rights. If they do not have openings or if they do not wish to offer a position, a Resident has the option to seek employment with other districts in the county or more broadly.
c. Provide support for the role of the Mentor including: allowing Mentors to participate in required School Counselor Residency training as appropriate; assure the Mentor's attendance at required Mentor Seminars at ACOE.
d. Work cooperatively with ACOE and Mentors to commit to ongoing professional development in support of the School Counselor Residency program.
e. Participate and support in the execution of all evaluation/feedback activities.
f. Will not use the Residency candidate as a school sub.

C. <u>The Mentor will:</u>

a. Formally schedule 1 hour of 1:1 supervision with School Counselor Residents each week or 1.5 hours if Mentoring 2 or more Residents in a group setting.
b. Commit to a minimum of 10 hrs weekly support and interfacing with School Counselor Residents (Residents will work a minimum of 20 hours per week).
c. Commit to being on site regularly (Note: Resident placement may be changed in case of excessive absences.)
d. Attend all Mentor Counselor orientation, training programs and quarterly "All Cohort" meetings (4 per year).
e. Collaborate with the School Counselor Residency Program Director in their work as Mentors to deliver specific content and experiential learning opportunities to fulfill required content determined by ACOE's School Counselor Residency Program.
f. Maintain consistent lines of communication with the School Counselor Residency Program Director.

INSURANCE:

During the term of this MOU, ACOE and Alameda Unified School District T, shall maintain insurance coverage and provide evidence of such to the other Party.. Both Parties shall maintain comprehensive general liability insurance coverage in a sum not less than $3,000,000 aggregate and $1,000,000 per occurrence, including applicable property damage, workers' compensation, and auto insurance coverage as applicable. ACOE shall name Alameda Unified School District as an additional insured on their general liability policy and provide such endorsement. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. Any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

A. Any and all products developed by the ACOE/CSU East Bay are exclusive property of the Superintendent and the ACOE/CSU East Bay School Counselor Residency Program. The School Counselor Residency Candidate shall not have the right to disseminate, market or otherwise use the products without the expressed written permission of the Superintendent and CSU East Bay.

B. Insofar as permitted by law, **Parties agree to** defend, indemnify and hold harmless the other Party and/or any of its officers, agents or employees from any liability, damages, costs, including attorneys' fees, arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities or in conjunction with the services of this Agreement. Such provision does not apply to any damage or loss caused solely by the negligence or willful misconduct of either Party.

C. ACOE and **Alameda Unified School District** agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and **Alameda Unified School District** further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

COMPENSATION:

ACOE has been awarded the grant from the CTC. Therefore, school districts will not be required to provide financial compensation, In addition:

a. Mentor School Counselors will receive an annual stipend of $5,000 per School Counselor Residency Candidate paid directly by ACOE to the Mentor, not the District.
b. School Counselor Residents will receive an annual stipend of up to $31,000.

TERMINATION/SUSPENSION:

Alameda Unified School District may terminate the School Counselor Resident placement for "good cause". "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow Alameda Unified School District policies, procedures, rules and regulations, or violation of any federal or state law. Alameda Unified School District will notify ACOE in writing if it terminates an assignment. The Alameda Unified School District reserves the right to ban anyone from Alameda Unified School District facilities when the Alameda Unified School District finds, in its sole discretion, that the presence of the person poses a threat or disrupts operations. ACOE is responsible for informing the School Counselor Resident the provisions of this section. The Alameda Unified School District will immediately notify ACOE if Alameda Unified knows or suspects any professional, ethical, or legal violations. ACOE will cooperate with the Alameda Unified School District in any investigations concerning reported violation

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

All notices, and amendments (except Notice of Termination), required by this Agreement shall be made in writing and sent email. For the purposes of the Agreement the addresses of the parties are as follows:

To ACOE:
Alameda County Office of Education
313 West Winton Avenue
Hayward, CA 94544
ACOE Contact Name
Contact Email Address

To Alameda Unified School District:
2060 Challenger Dr, Alameda, CA 94501
Sandy Wong
swong@alamedaunified.org
510-337-7027

INTEGRATION:

This M.O.U. represents the entire and integrated agreement between ACOE and **Alameda Unified School District regarding the School Counselor Residency Program**, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and **Alameda Unified School District**.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and **Alameda Unified School District** have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

_____
(Associate Superintendent Signature)

_____
Printed Name and Title

Date: _____

_____
(Superintendent Signature)

_____
Printed Name and Title

Date: _____

Alameda Unified School District

_____
(Authorized Representative Signature)

_____
Printed Name and Title

Date: _____

MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT CORPORATION
And

ALAMEDA UNIFIED SCHOOL DISTRICT

Alliant International University, Inc., a California Public Benefit Corporation (the "University"), and Alameda Unified School District (the "District") agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, "Interns") who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 01, 2025 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days' written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have met the Basic Skills Requirement by way of California Basic Educational Skill Test (CBEST) or other exam option, coursework option, or combination option and, for Student Teachers and Teacher Interns, required subject matter competency is required prior to Clinical Practice clearance for Student Teachers (Clinical Practice III) or Intern (Clinical Practice I).

2. Each Candidate shall possess a minimum of a Bachelor's Degree, documented by official transcripts with a minimum overall GPA of 2.5. Candidates must have a minimum of 3.0 GPA to be recommended for a credential (Intern, Preliminary, or Clear).

3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.

4. Each Teacher Intern and/ or Student Teacher candidate shall have passed U.S. Constitution coursework or examination.

5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.

6. University Supervisors will observe and evaluate Teacher Interns via the AMS at least three (3) times during an 8-week term and provide annotated feedback via the AMS for the video observation(s).

7. Alliant Personnel will correspond with District Employed Supervisors, District Support Providers (Interns) and Cooperating Teachers (Student Teachers) at the beginning of the Candidate's field experience in order to support the Candidate.

8. For Teacher Education programs, District Support Providers will be required to provide support and guidance an average 5 hours per week documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).

9. The University agrees to pay a stipend to Cooperating Teachers for Student Teachers in the amount of $175 per 8-week term.

10. The University understands that all Student Teacher Candidates, Interns, and PPS Candidates are required to adhere to all state and local health orders.

11. If the University finds that an Intern performs below standards acceptable to the University, after appropriate support and advice have been exhausted and the Intern has been withdrawn from the program, the University is to provide immediate written notification to the District.

FINGERPRINT

The University shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

A. Require all students and employees of University who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

B. Prohibit students and employees of University from coming into contact with pupils until the CDOJ has ascertained that the student or employee has not been convicted of a felony as defined in California Education Code Section 45122.1;

C. Certify in writing to the District that neither University nor any of University's employees or students who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and

D. Provide a list of the names of University's students and employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for student and employee changes and shall list students and employees by appropriate school site.

E. The District may require the University and its students who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion

TB CLEARANCE

University certifies that all personnel providing services to students of the District are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site. TB Clearance is required at the point of Clinical Practice I clearance for California Student Teachers and Arizona Alternative Educators.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.

2. The District and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.

3. The District and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

4. The District and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.

5. The Intern's services shall meet the instructional or service needs of the District.

6. The District and Student Teacher or Intern agree to provide quality educational experience to their students through in-person learning environments. Online schools, independent study programs, and home schools are prohibited as placements for Interns. When candidates are teaching at online schools, independent study programs, or home schools, the required experience may be challenging and, in some cases, impossible to achieve. Program must consider if the employment setting is appropriate for learning to teach and if the program will ensure that the Interns, Student Teachers, PPS candidates can get the significant experiences required to complete their course work in their programs. This includes the ability to teach whole groups of students. Decisions regarding fieldwork placements, including placements as a teacher of record, are the responsibility of the program, not the candidate nor the employer.

7. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.

8. Each Intern shall be assigned as an Intern/Teacher of Record under a contract with an appointment of at least .60 FTE of their workday, and placed in a job that shall allow for substantial experience in instructional or service duties.

9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that they are free from tuberculosis.

10. No Intern shall displace any fully credentialed employee in the District.

11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.

12. The District and the University, in partnership, must provide support for each Alliant candidate.

13. For Teacher Education the District and University, in partnership, must provide a minimum of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).

14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.

15. The District/School agrees that Student Teacher Candidates, Practicum School Counselors, and Practicum School Psychologists shall not receive compensation for hours accrued during their Clinical Practice field experiences.

16. District Support Providers will correspond with Alliant Personnel at the beginning of the candidate's field experience in order to support the candidate. District shall also provide the assigned Candidate and the University with a copy of the District's existing pertinent rules and regulations, policies and procedures with which the Candidate is expected to comply including, but not limited to, health and safety protocols and emergency protocols.

17. The District Support Provider will support and provide guidance for an average of 5 hours per week as documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).

18. District Site Support Providers must hold credentials in the same exact areas as the Interns they support and/or hold a valid, clear California Administrative Services Credential.

19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socio-economic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.

20. District Support Providers for Interns, and Cooperating Teachers for Student Teachers must have a minimum of three (3) years' teaching experience, have a clear Credential in the credential area they are supervising (or a valid clear California Administrative Service Credential).

21. The program provides district-employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as to effective supervision approaches such as cognitive coaching. To facilitate district-employed supervisors meeting program expectations, the program ensures that district-employed supervisors remain current in the knowledge and skills necessary for effective candidate supervision.

22. The District Support Providers for Interns and Cooperating Teacher for Student Teachers must collaborate with the program on the expectations for candidates to take and pass a commission approved literacy performance assessment, and provides opportunities for candidates to practice a strong literature, language, and comprehension component with a balance of oral and written language that includes a focus on foundational literacy skills, oral and written language, and cross cutting themes in literacy. In addition, efforts will be made to provide candidates with opportunities, as practicable, during their clinical practice to learn about, and where possible, observe, how schools/teachers are using screening and diagnostic techniques to inform teaching and assessment and early intervention techniques, as appropriate to the credential and as identified in the TPEs and standard.

23. The District Support Providers for Interns and Cooperating Teacher for Student Teachers must collaborate with the program on the expectation for clinical practice settings related to providing, to the extent practicable, opportunities for candidates in clinical practice settings to observe and practice the concepts and strategies included in the California Dyslexia Guidelines.

24. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will immediately inform the University and work with the University in an attempt to reach a mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.

25. If the District finds that an Intern performs below standards acceptable to the District, after appropriate support and advice have been exhausted and is removed from the paid Intern position by the District, the District is to provide immediate written notification to the University.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of $1,000,000 per occurrence, $3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at $2,000,000 for each victim, and $4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of $1,000,000 combined single limit, $3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage. Both parties shall maintain worker's compensation insurance with coverage for California requirements.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality

obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, "Confidential Information" means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party's products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the "Receiving Party") without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the "Disclosing Party") hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.

3. The District and the University acknowledge that the University's use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;

2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and

3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by email signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

The obligations of the parties to this MOU are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

(*Signatures on following page*)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

Dr. Tracy Heller, Provost and Executive Vice President for Academic Affairs **Date**
Alliant International University, Inc.

Address:

10455 Pomerado Rd.
San Diego, CA 92131

Alameda Unified School District:

Alameda Unified School District **Date**

Address:
2060 Challenger Drive
Alameda, CA 94501

DOMINICAN UNIVERSITY of CALIFORNIA

Department of Education

Student Teaching Memorandum of Understanding
July 1, 2025 – June 30, 2027

I. General

In consideration of the mutual promises herein, Alameda Unified School District ("District"), located in Alameda, California, and Dominican University of California ("University"), located in San Rafael, California, agree to partner in Dominican University of California's Teacher Training Curricula.

Whereas, University desires to place students enrolled in teacher training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching, an experience as an important element of Students' education and training by the University School of Education; and

Whereas, pursuant to the provisions of Section 1095 of the Education code, the governing board of any district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through student teaching to students enrolled in teacher training curricula of such institutions.

II. Purpose

The purpose of this Agreement is to establish a formal working relationship between the parties to this Agreement and to set forth the operative conditions, which will govern this partnership. District and University will form a partnership to provide coordinating services as part of the Student Teaching Program, serving multiple subject, single subject, and education specialists, hereafter referred to as the "Student Teaching Program." The purpose of the Student Teaching Program is to support Student Teachers.

Student Teachers must meet all applicable prerequisites required by the California Commission on Teacher Credentialing ("CTC") before participating in the Student Teacher Program.

III. Responsibilities

As a condition of our partnership, Alameda Unified School District and Dominican University of California agree to adhere to the following general responsibilities:

A. The District agrees to:

Provide the University with the following information related to the Student Teaching Program:

1) Learning Environment: The District has a responsibility to maintain a positive, respectful, and sufficiently resourced learning environment so that sound educational experiences can occur.

2) District Liaison: The District shall identify a liaison(s) from among its teaching staff who will communicate and cooperate with the University to ensure student teacher access to appropriate resources for the Student Teaching experience.

3) **Clinical Placement Requirements**

A. Mentor and Support Teachers: Mentor and Support Teachers shall hold a Clear Credential in the content area for which they provide supervision and have a minimum of three years of K-12 teaching experience, demonstrating exemplary teaching practices. All Mentor and Support Teachers are required to complete Dominican's 10-hour initial orientation, which covers CalTPA, 21st Century Skills, roles and responsibilities, teaching and coaching methods, and instructional and inclusive strategies for all learners. The orientation also includes a review of the Support Team Site, which outlines program expectations and provides key information on the requirement for candidates to successfully pass a commission-approved literacy performance assessment.

B. **TPE 7 Literacy Instruction:** Mentor and Support teachers must model exemplary teaching practices related to the Teacher Performance Expectations (TPEs), specifically TPEs 7.6, 7.7, and 7.8, which focus on oral and written language development. They must also provide candidates with opportunities to practice these skills in appropriate clinical practice settings. This includes ensuring that candidates are placed in an appropriate setting and that clear information about expectations is communicated to both administrators and mentors at the school site to support candidates' growth in these areas.

C. Screening and Diagnostic Techniques: The District agrees to make efforts, to the extent practicable, to provide candidates during their clinical practice with opportunities to learn about, and where possible, observe, how schools and teachers are utilizing screening and diagnostic techniques to inform teaching, assessment, and early intervention practices. These opportunities will align with the credential requirements and the Teaching Performance Expectations (TPEs) and standards, ensuring candidates gain relevant experience in these areas.

D. Dyslexia Guidelines: The District agrees, to the extent practicable, to provide candidates in clinical practice settings with opportunities to observe and apply concepts and strategies outlined in the California Dyslexia Guidelines. These opportunities will include direct observation of relevant practices, as well as supervised engagement in implementing instructional strategies designed to support students with dyslexia.

4) On Campus Emergencies: The District will ensure that there are written policies and procedures for handling emergencies, which might involve Student Teachers and their Directing Teachers. The District will ensure that these policies and procedures will be disseminated to the student teachers.

5) Teaching Experience: The District shall provide teaching experience through student teaching in schools and classes of the District.

   The District may, for good cause, refuse to accept any student of the University assigned to student teaching in the District. Upon request of the District, made for good cause, the University shall terminate the student teaching assignment in the District for any student of the University.

6) "Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency permits or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

   District employees who provide supervision for field experiences are selected, oriented, supervised, evaluated, and rewarded in ways that optimize the development of each candidate. Candidates are supervised in field placements by practitioners who have an appropriate credential, three or more years of teaching experience in California, knowledge of state-adopted student academic content standards and/or the common core standards, and expertise in the fields of elementary, secondary, or education specialist teaching, depending on the candidate's preliminary credential.

   Local Education Agencies (LEAs) shall, to the extent possible, provide candidates with opportunities to collaborate with other education professionals while working with students at risk for or with dyslexia and other literacy-related disabilities. Candidates should also have opportunities to practice teaching foundational skills and other skills outlined in Domain 7 of the Teacher Performance Expectations (TPEs).

   All Mentor and Support Team members are required to participate in an initial 10-hour orientation to Dominican University's programs and expectations. This orientation includes a review of the Support Team Site, which contains critical information regarding the expectations for candidates to take and successfully pass a commission-approved literacy performance assessment.

7) Student Teaching Assignment: An assignment of a student of the University to student teaching in schools or classes of the District shall be, at the discretion of the University, for approximately fifteen (15) weeks. A student may be given more than one (1) assignment by the University to student teach in such schools or classes. The assignment

of a student of the University to student teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the document given her/him by the University affecting such assignment, but not earlier than the date of such assignment as shown on the document. Before assigning students to School districts, Dominican University will instruct such students on applicable state and federal law relating to unlawful discrimination and sexual harassment.

8) Permit Teachers: If the student teacher is also serving as a district employee on a district-sponsored permit (e.g., Provisional Internship Permit Short Term Staff Permit, Emergency) while enrolled at Dominican, the District agrees to provide the following support hours to the student and collaborate to track the hours of support and supervision provided to the permit teacher via Dominican's Permit Teacher Support Log:

    a) A minimum of 144 hours of general support/mentoring and supervision is provided to each permit teacher per school year, including coaching, modeling, and demonstrating within the classroom; assistance with course planning; and problem-solving regarding students, curriculum, and development of effective teaching methodologies. A minimum of two hours of support/mentoring and supervision must be provided to a permit teacher every five instructional days.

    b) An additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to a permit teacher who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-cultural, Language and Academic Development (CLAD) Certificate. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the permit teacher's development of knowledge and skills in the instruction of English learners.

9) Administrator: District site will have a fully qualified administrator.

10) For purposes of implementing the video requirement, the program places candidates only in student teaching or intern placements where the candidate is able to record his/her teaching with K-12 students. The program assures that each school or district where the candidate is placed has a recording policy in place.

11) Method of Evaluation: There is a clear method for oral and written evaluation per semester that will be conveyed to the Student Teacher. An open communication exchange between District and University is always welcomed. At the end of the fieldwork experience, the Student Teacher evaluates the Directing Teachers and University Supervisor.

12) Safety, Laws and Regulations: The District agrees to comply with applicable state and federal workplace safety laws and regulations.

13) Family Educational Rights and Privacy Act (FERPA): To the extent the District generates or maintains educational records related to the participating Student, the District agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. Students participating in the Student Teaching Program shall also maintain confidentiality for any records, documentation or data regarding District students. For the purposes of this Agreement, pursuant to FERPA, University hereby designates District as a University official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the University's records is required by District to carry out the Program.

14) Claim against Student Teacher: The District will provide written notification to the University promptly if a claim arises involving a Student Teacher. The District and University agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

B. The University's Department of Education agrees to:

1) Assign to the District only those Student Teachers who have satisfactorily completed the prerequisites of the University's curriculum.

2) Retain ultimate responsibility for the education and assessment of its Student Teachers. The University Supervisor for this Agreement shall be appointed and assigned by the University.

3) Advise Student Teachers that they are required to comply with District's rules, regulations and procedures, as well as those of Education Code and Federal Law

4) Provide new university supervisors with an orientation at Dominican University.

C. Other Terms and Conditions

As between the Parties hereto, it is understood and agreed that:

1) Legal Compliance and Non-discrimination:

In connection with the performance of work under this contract, both parties agree that all Students receiving teacher training experience pursuant to this Agreement shall be selected and trained in an environment without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age,

veteran status or any other basis protected by law. These same principles apply in the event the Student is withdrawn from the teacher training experience.

2) Health Insurance Portability and Accountability Act:

Students participating in the Student Teaching Program pursuant to this Agreement are members of the District's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to client information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the District and does not establish an employment relationship.

3) No District Relationship:

Nothing in this Agreement is intended to or shall be construed to constitute or establish a District, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

4) Severability:

The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, the remaining provisions shall remain in force. That provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

5) Term and Termination:

This Agreement is effective upon execution by both parties to the Student Teaching Program and will continue through the published expiration date or until terminated. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, Students already scheduled to train at District will be permitted to complete any previously scheduled teacher training assignment at District.

6) Entire Agreement:

This Agreement supersedes all prior agreements, understandings, and communications between University and District, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the binding Agreement between University and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they

nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

7) Indemnification:

District agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, students and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from District's negligence.

University agrees to indemnify, defend, and hold harmless District and its affiliates, trustees, officers, agents, students and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from the University's negligence, the University does not agree to indemnify for the actions of a student while following the evidenced direction(s) of the District.

8) Insurance:

District shall maintain in force at all times during the Terms of this Agreement the following insurance: (1) Professional Liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate; (2) Commercial General Liability ("CGL") insurance, including bodily injury, property damage, premises and contractual liability, with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate; and (3) Sexual Misconduct/Abuse liability insurance of an amount of not less than $1 million per occurrence. Coverage endorsed onto the CGL policy is acceptable. The Professional Liability and CGL insurance policies must: (1) name Dominican University of California and its affiliates, trustees, directors, officers, partners, principals, employees and agents (collectively the "Additional Insureds") as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or related to this Agreement. District must furnish to University before the effective date of this Agreement certificates of insurance for all insurance policies required under this section showing the Additional Insureds as additional insureds. District must also provide at least 30 days written notice to University before any cancellation or restrictive endorsement to any of the required coverages. If the above-mentioned policies of insurance are claims-made coverage, District agrees to purchase claims-made coverage for three (3) years following termination of the agreement.

University shall maintain in force at all times during the Terms of this Agreement the following insurance (1) Professional Liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate; (2) Commercial general liability ("CGL") insurance, including bodily injury, property damage, premises and contractual liability, with minimum limits of $1,000,000 per

occurrence and $3,000,000 annual aggregate; and (3) Sexual Misconduct/Abuse liability insurance of an amount of not less than $1 million per occurrence. Coverage endorsed onto the CGL policy is acceptable. The Professional Liability and CGL insurance policies must: (1) name District and its affiliates, trustees, directors, officers, partners, principals, employees and agents (collectively the "Additional Insureds") as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or related to this Agreement. University must furnish to the District before the effective date of this Agreement certificates of insurance for all insurance policies required under this section showing the Additional Insureds as additional insureds. University must also provide at least 30 days written notice to the District before any cancellation or restrictive endorsement to any of the required coverages. If the above-mentioned policies of insurance are claims-made coverage, University agrees to purchase claims-made coverage for three (3) years following termination of the agreement.

Students participating in the Student Teaching Program, like employees of the District, shall maintain auto liability in the event of any accident, damage or injury, as applicable, and such policy will be primary, even when traveling for official district business.

9) Choice of Law:

This Agreement shall be interpreted in accordance with the laws of the State of California. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Alameda County, California.

The authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

Signature, District Administrator Representative Date

Name/Title, District Administrator Representative

Mojgan Behmand Date
Vice President for Academic Affairs/Dean of the Faculty
Dominican University of California

LOS ANGELES PACIFIC UNIVERSITY | Azusa Pacific University System

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Los Angeles Pacific University,** hereinafter called the **UNIVERSITY** and **Alameda Unified School District** hereinafter called the **DISTRICT:**

W I T N E S S E T H

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully-accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the university's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2025,** and terminate on **June 30, 2030.**

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their TK-6 Educational field experience assignment in the District may complete their assignment at the discretion of the District. Nothing in this agreement shall limit the right of the District or University, acting in its sole discretion, to remove a candidate from the TK-6 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or Email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

5. Insurance.

a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees.

b. The District shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and candidates. The District shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request. The University will name the District as an additional insured on such policy upon execution of this Agreement.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid TK-6 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid TK-6 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

11. Candidates Participating in Unpaid TK-6 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

6. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality

of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate
records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Data Sharing.** The University and the District agree to collaborate and share non-personally identifiable information related to hiring needs and recruitment efforts that contribute to an educator workforce that reflects the skills, dispositions, subject areas, grade levels, and demographics desired by the District. The University and the District agree to collaborate and share non-personally identifiable information related to the employment, retention, attitudinal, observational, and outcomes measures of recent graduates of the University employed in the District.

8. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

9. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

10. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

11. Indemnification.

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and

employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

12. Scope of Work.

TEACHER EDUCATION FIELD EXPERIENCE

"Field Experience" as used herein refers to brief (eight week) periods in which a candidate, enrolled in field experience embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom host teachers. With the guidance of the classroom host teacher, the candidate may participate in small group instructional activities. With the guidance of the classroom host teacher, the candidate may participate in formal assessments to individual TK-6 students and/or small groups of students during their field experience. The candidate may be required to observe in a variety of settings to meet course expectations and will document 10 hours of field experience per each field experience embedded course. Field Experience is not commensurate with Student Teaching.

Field Experience is to be completed under the direct supervision of a host teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area TK-6 teaching experience. It is the expectation that the classroom where candidates complete field experience should consist of TK-6 students and include students who are English learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. At the conclusion of the Field Experience, the host teacher(s) will be asked to complete a short verification form to verify the candidate's field experience.

The University will ensure candidates who participate in field experience have met the requirements of (a) California Basic Skills requirement (BSR), (b) possessing a valid certificate of clearance or other valid CTC document, and (c) current enrollment in a field experience embedded course. The University will provide support to the candidate through the direction and discussion provided within the field experience

embedded course. Assignments directly related to the candidate's field experience, in the form of reflection logs and written assignments, will be required and evaluated by the course instructor.

TEACHER EDUCATION STUDENT TEACHING

"Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area TK-6 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the supervising teacher not have additional district or school-based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The University is responsible for requesting documentation of these training hours.

The District agrees to provide a supported teaching experience in District classrooms for candidates who are assigned by the University to student teaching. Classrooms, where candidates complete student teaching, should include TK-6 students who are English learners, on an IEP, 504 Plan, students who qualify for GATE, and/or students from an underserved group. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of the candidate and district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student-teacher placement in locations where the candidate is able to video record his/her teaching with TK-6 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA) and the Literacy Performance Assessment. This includes ensuring candidates are able to focus on foundational literacy skills (e.g., print concepts, phonological awareness, phonics & word recognition, fluency) and the additional cross cutting themes in literacy, oral and written language (e.g., meaning making, language development, effective expression, content knowledge) and are able to practice screening and diagnostic techniques that inform teaching and assessment and early intervention techniques and support students with dyslexia.

The University requires candidates to affirm that they have followed all applicable video policies of the District for the CalTPA task requiring a video.

The District recognizes the importance of facilitating placements that allow teacher candidates to complete the California Teaching Performance Assessment (CalTPA) and Literacy Performance Assessment, and has necessary policies and procedures in place related to access to classrooms with relevant literacy experiences and the appropriate use of video for instruction and assessment. The District recognizes that the teacher candidate may use video capturing to record their classroom instruction and submit it online for review as part of the university mentor observation and formative feedback process.

The District may, for good cause, refuse to accept any candidate of the University assigned to student teaching in the District. Upon request of the District, made for good cause, the University shall terminate the student teaching assignment of any candidate of the University.

The University will ensure candidates who participate in student teaching have satisfied the additional requirements of (a) meeting the California Basic Skills requirement (BSR), (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the student teaching assignment (f) DOJ and FBI clearance.

"Full-time student teaching" is an assignment for the regular school day (at least seven hours) including all duties normally performed by a teacher. The student teaching semester is to align with the school of placement.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for the full semester according to the district calendar for students. Candidates have the option to request the semester be split in half between two placements: half in a primary (K-3) classroom and half in an upper grade (4-6) classroom. For this, the University will pay the District a Master Teacher Stipend for performance by the District of all services required at a rate of one hundred dollars ($100) for each half semester.

An assignment of a candidate of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for one semester; a fall semester to be approximately middle/end of August to December and a spring semester to be approximately the beginning of January to the beginning/middle of June.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program pursuant to California Education Code Section 44454 whereby

University candidates may be placed as Intern teachers in District Schools. Each intern certificate will be valid for a period of two years. Reference: Education Code Section 44325 (b). An Intern candidate is authorized to assume the functions authorized by the appropriate Multiple Subject Credential. The Intern candidate's services meet the instructional or service needs of the participating district. Reference: Education Code Section 44458. The Intern candidate does not displace other certificated employees in the participating district, and this agreement meets the District's contractual specifications with certificated employees.

The District will assign each Intern candidate a certified mentor/support provider who will be responsible for overseeing and offering support to the Intern candidate throughout the internship teaching year. The District agrees to provide the University with the name of the mentor/support provider for each term. The certified mentor/support provider must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to a candidate who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including the identification of protected time for district-provided support providers to work with the Intern candidates within the school day to deliver the appropriate support/mentoring and supervision to the candidate and an evaluation of the site support that is provided.

The University will ensure candidates in the Internship Program hold a Baccalaureate degree or higher from an organization recognized by the U.S. Department of Education and the Council for Higher Education Accreditation and have satisfied the additional requirements of (a) California Basic Skills requirement (BSR), (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have completed the required Pre-service Training.

The University will assign a University supervisor to support the intern who will work cooperatively with the district personnel designated above. The University supervisor will confer with both the site administrator and the mentor/support provider for the intern. The University supervisor will have the following minimum qualifications (a) have current knowledge in the content area of the candidate; (b) have the ability to model best professional practices in teaching, learning, scholarship, and service; (c) have knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The District and the University will work in partnership to provide a minimum of 144 hours of

support/mentoring and supervision to each Intern candidate each school year. Intern candidates without EL authorization are required to receive 45 hours of EL support. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code Section 44462.

The District will provide approximately 2/3 of the support/mentoring and supervision in the form of content-specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern candidate observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision in the form of field mentors, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for the documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English learner authorization. The participating district will identify an individual who is immediately available to assist Intern candidates with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language-accessible instruction. This individual must have an EL authorization.

The University shall ensure Intern Teacher assignments take place in locations where the candidate is able to record his/her teaching with TK-6 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires candidates to affirm that they have followed all applicable video policies of the District for the TPA task requiring a video.

The District recognizes the importance of facilitating placements that allow Intern candidates to complete the California Teaching Performance Assessment (CalTPA) and Literacy Performance Assessment, and has necessary policies and procedures in place related to the appropriate use of video for instruction, and assessment. The District recognizes that the Intern candidate may use video capturing to record their classroom instruction and submit it online for review as part of the university mentor observation and formative feedback process.

The District and the University agree to provide access to those who will be evaluating the performance of the candidate to provide knowledge on the performance of Intern candidates and any areas of needed additional support or supervision.

Los Angeles Pacific University	Alameda Unified School District
Signed: Gordon Jorgenson III	Signed: _____
Name: Gordon A Jorgenson III	Name: _____
Title: Assistant Dean	Title: _____
Date: April 8, 2025	Date: _____
Los Angeles Pacific University 300 N. Lone Hill Av. Ste. 200 San Dimas, CA 91773	Alameda Unified School District 2060 Challenger Dr Alameda, CA 94501

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STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the Center, noted below, hereinafter called the Center:

WITNESSETH

WHEREAS, The Center is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and to provide speech and language pathology experience through practice speech and language pathology to students enrolled in speech and language pathology training curricula of the State University; and

NOW THEREFORE, it is mutually agreed between the State and the Center as follows:

SPECIAL PROVISIONS

The State University and the Center are as follows:

University	The Center
San Jose State University One Washington Square San Jose, CA 95192-0071	**Alameda Unified School District** 2060 Challenger Drive Alameda, CA 94501

The TERM of the Agreement is July **1, 2025 through June 30, 2030.**

GENERAL TERMS

1. The Center shall provide to State University students teaching experience through practice teaching in schools and classes of the Center not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such school or classes of the Center, and under the direct supervision and instruction of such employees of the Center, as the Center and the State through their duty-authorized representatives may agree upon.

The Center shall provide teacher candidates (student teachers) with necessary educator access to instructional technology including but not limited to course management systems, online curricular materials, and instructional applications.

The Center shall allow videotaping of in-person or online lessons taught by the teacher candidate

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(student teacher). The Center will revise video consent forms to include consent for teacher candidates (student teachers) to video record lessons. All attempts must be made not to include any student images.

The Center shall allow university supervisors access to observe both online and in-person instruction by the teacher candidate.

The Center may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the Center, and upon request of the Center, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the Center.

The Center shall ensure that the clinical practice settings provided to student teachers include opportunities to engage in screening and diagnostic activities to inform teaching strategies and student assessments, per TPE 7. This includes early intervention techniques appropriate to the candidates' credentials and the specific requirements of the TPEs and standards.

Clinical practice settings will also provide opportunities for teacher candidates to practice foundational literacy skills and strong literature and language strategies, balancing oral and written language to promote students' meaning-making, language development, and effective expression, as detailed in TPEs 7.5, 7.6, 7.7, and 7.8.

Mentor teachers supervising student teachers will receive training and resources from San José State University on screening, diagnostic assessments, and early intervention strategies. This training ensures alignment with TPE 7 and includes guidance on literacy, language, and comprehension skills, emphasizing both oral and written language. The training empowers mentors to support student teachers in these critical educational practices.

The Center will attempt to provide all candidates with opportunities in clinical practice settings to observe and practice the concepts and strategies included in the California Dyslexia Guidelines. Given that not every candidate will have a child with dyslexia in their clinical practice setting, the center will support opportunities for them to practice these strategies.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the Center holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

The Center will ensure that students have valid fingerprint clearance as normally obtained through Certificate of Clearance prior to placement in schools and classes of the District for purposes outlined in this agreement. In addition, students need to comply with the Center's requirements for placement.

The Center will request the student provide evidence of proper tuberculosis screening prior to

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placement in schools and classes of the District for purposes outlined in this agreement. This screening evidence will include tuberculosis test results and dates of the screening (to be completed within the previous 4 years).

2. An assignment of a student of the State University to practice teaching in schools or classes of the Center shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the Center shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the Center the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

INDEMNIFICATION

The Center and the State University will mutually hold harmless and indemnify the State and Center against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of Center's or State's performance of the terms of this Agreement.

INSURANCE

State and Center will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

Pursuant to the California State University (CSU) policy for contracting and procurement (Section 412.06), the University must ask for the following insurance information to be provided prior to issuance of an agreement, purchase order or student placement agreement/commitment which allows the work to be performed:

Contracts requiring insurance coverage shall contain the following provisions:

1. Center shall furnish to the University a Certificate of Insurance stating that there is liability insurance presently in effect for the agreement with a single limit of not less than $2,000,000 per occurrence, and $4,000,000 aggregate.

2. The Certificate of Insurance shall provide:

   a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University;

   b. The State of California, the Trustees of the California State University System, San

Docusign Envelope ID: 3B4400F2-4A91-4DBA-8CCD-F01A7D95EE88

Jose State University, and the employees, officers, and agents of each of them, must be added by endorsement as Additional Insured, but only insofar as the operations under the agreement are concerned.

c. That the State, the Trustees, and the University, and the employees, officers and agents of each of them will not be responsible for any premiums or assessments on the policy.

3. The Center agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this contract/agreement, Center agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance will be provided evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to approval of the University, and Center agrees that no services shall be performed prior to the giving of such approval.

In the event that the Center fails to keep in effect at all time insurance coverage as provided herein, the University may in addition to any other remedies it may have, terminate the contact/agreement upon occurrence of such event.

University shall furnish to the Center a Certificate of Insurance stating that there is liability insurance presently in effect for the agreement with a single limit of not less than $2,000,000 per occurrence, and $4,000,000 aggregate

4. The Certificate of Insurance shall provide:

a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the Center;

The University agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this contract/agreement, University agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance will be provided evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to approval of the Center, and University agrees that no services shall be performed prior to the giving of such approval.

5. Workers Compensation and Employer's Liability insurance coverage as required by California State Law shall be maintained by the Center and any subcontractor(s) through the completion of the service. It is agreed that the University will provide Workers' Compensation coverage for students for the duration of this agreement and provide evidence of such coverage to the Center

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The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, the University may require the Center to carry insurance with a higher limit.

Each party agrees that no student participating in student teaching experience will be deemd to be an employee of the Center or University. Each part agrees that the primay purpose of this placement is for the students' learning.

Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employee relationship between the parties and neither party shall have the authority to bind the other party for any purpose.

STATE OF CALIFORNIA

Trustees of the California State University

BY: DocuSigned by: Pegah Pahnam 3971A1E2053448B... Date: 7/16/2025

TITLE: Contract Specialist

THE CENTER

Alameda Unified School District

BY: _____ Date: _____

TITLE: _____

SJSU Requisition# WR00111685

Docusign Envelope ID: 3B4400F2-4A91-4DBA-8CCD-F01A7D95EE88

THIS SECTION IS OPTIONAL:

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the Center listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on_____.

"It was moved, seconded, and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the Center for practice teaching, be approved; and the__is hereby authorized to execute the same."

BY _____
Clerk, Secretary (strike one) of the governing Board of The Center

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval of Quarterly Report on Williams Uniform Complaints: April - June 2025
Item Type:	Consent
Background:	The Board of Education's approval is needed by the Alameda County Office of Education on the quarterly reporting of complaints received under the Valenzuela/CAHSEE Lawsuit Settlement – Williams Uniform Complaints. There were no Williams Uniform Complaints during the quarter ending June 30, 2025.
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.
Submitted By:	Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Williams Quarterly Report_April-June 2025	7/7/2025	Backup Material

ALAMEDA COUNTY OFFICE OF EDUCATION
Alysse Castro, Superintendent

Quarterly Report on *Williams* Uniform Complaints

[Education Code § 35186]

District: Alameda Unified School District

Person completing this form: Meira Nalamothu Title: Executive Asst. Educational Services

Quarterly Report Submission Date:
(*check one and include the year)*

- ❑ October _____ (for July-Sept)
- ❑ January _____ (for Oct-Dec)
- ❑ April _____ (for Jan-Mar)
- ■ July _____ (for Apr-June)

Date for information to be reported publicly at the governing board meeting: August 12, 2025

Please check the box that applies:

- ■ No complaints were filed with any school in the district during the quarter indicated above.
- ❑ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	# of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
TOTALS	0		

Pasquale Scuderi

Print Name of District Superintendent

Signature of District Superintendent

Date

Please return the completed form to Phillip Owens
eFax: (510) 670-3236 | **Email:** phillipo@acoe.org

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Ratification of Contracts Executed Pursuant to Board Policy 3300

Item Type: Consent

Background: On June 24, 2025, through adoption of Resolution No. 2024-2025.86, the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Assistant Superintendent of Educational Services, Assistant Superintendent of Business Services, Assistant Superintendent of Human Resources, and the Accounting/Purchasing Manager(s).

Resolution Number 2024-2025.86 delegates authority to the Superintendent and designated staff to approve purchases and contracts below $114,800, the updated bid threshold effective January 1, 2025. Contracts between $25,000 and $114,800 approved under this authority must be ratified by the Board within 60 days.

1. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Cosco Fire Protection, Inc. for a total price not to exceed $30,000.00.
2. (Fund 01, Resource 8150 & Fund 13, Resource 5310) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and MAS Service, Inc. for a total price not to exceed $30,000.00.
3. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and MBS Engineering, Inc. for a total price not to exceed $55,000.00.
4. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and North American Fence & Railing for a total price not to exceed $50,000.00.
5. (Fund 01, Resource 8150 & Fund 13, Resource 5310) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and R & S Overhead Garage Door, Inc. for a total price not to exceed $60,000.00.
6. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and American Asphalt Repair & Resurfacing Co., Inc. for a total price not to exceed $70,000.00.
7. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Pacific Coast Trane Controls for a total price not to exceed $30,000.00.
8. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Rainbow Waterproofing and Restoration for a total price not to exceed $60,000.00.
9. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Construction West Services, Inc. for a total price not to exceed $50,000.00.
10. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small

Construction Projects between AUSD and DS Baxley, Inc. for a total price not to exceed $56,162.00. (Lincoln)
11. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and DS Baxley, Inc. for a total price not to exceed $69,861.00. (Love)
12. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and RQI Inc. for a total price not to exceed $50,000.00.
13. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and M3 Services, LLC for a total price not to exceed $70,000.00.
14. (Fund 13, Resource 5310) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Construction West Services, Inc. for a total price not to exceed $36,873.00.
15. (Fund 25) Amendment No. 1 to Agreement between AUSD and RK Roofing & Construction, Inc. for a time extension to September 15, 2025, and no change to original compensation of $329,109.00.
16. (Fund 01, Resource 8150) Professional Services Agreement between AUSD and Emergency Lighting Equipment Service Co. for services a total not to exceed $30,000.00.
17. (Fund 01, Resource 8150) Professional Services Agreement between AUSD and Emergency Lighting Equipment Service Co. for services a total not to exceed $30,000.00.
18. (Fund 01, Resource 8150) Professional Services Agreement between AUSD and American Trainco LLC for services a total not to exceed $40,000.00.
19. (Fund 01) Amendment No. 1 to Professional Services Agreement between AUSD and Escos Fire & Safety, Inc. for an increase of $15,000 and an amended total value of $35,000.00.
20. (Fund 01, Resource 8150) Professional Services Agreement between AUSD and K2M Consultants on a time and material basis with a total not to exceed $40,000.00.
21. (Fund 25, Fund 40, Fund 13) Project Addendum No. 24003.2 to Master Agreement for Architectural Services between AUSD and Quattrocchi Kwok Architects for an increase of $9,975 and a new total fee of $352,675.00. (FANS Warehouse)
22. (Fund 01, Resource 6500) Professional Services Agreement between AUSD and Alison Pentland for an hourly rate of $167 and a total not to exceed $101,536.00.
23. (Fund 01, Resource 4203) Professional Services Agreement between AUSD and Hanna Interpreting Services, LLC for varying rates and a total not to exceed $27,000.00.
24. (Fund 01, Resources 6300 and 2600) Professional Services Agreement between AUSD and Ignite Reading PBC for $2500 per license and a total not to exceed $112,500.00.
25. (Fund 01, Resource 6500) Professional Services Agreement between AUSD and Interpreters Unlimited for varying rates and a total not to exceed $50,000.00.
26. (Fund 01, Resource 0003) Professional Services Agreement between AUSD and Milton Reynolds Consulting for services totaling $25,500.00.
27. (Fund 01, Resource 7435) Professional Services Agreement between AUSD and Northeastern University for a proposed total cost of $64,300.00.

28. (Fund 01, Resources 4127 and 9204) Professional Services Agreement between AUSD and the Center for Culturally Responsive Teaching for services totaling $63,000.00.
29. (Fund 01, Resource 4203) Professional Services Agreement between AUSD and The Education Team for varying hourly rates and a total not to exceed $65,000.00.
30. (Fund 01, Resource 6500) Amendment No. 1 to Master Professional Services Agreement between AUSD and Pine Health LLC for an increase of $1,500,000 and an amended total value of $3,500,000.00.
31. (Fund 01) Amendment No. 1 to Professional Services Agreement between AUSD and Ro Health for an increase of $15,000 and an amended total value of $65,000.00. (ESY)
32. (Fund 01, Resource 6500) Amendment No. 1 to Master Professional Services Agreement between AUSD and Ro Health for an increase of $118,800 and an amended total value of $618,000.00.
33. (Fund 01) Multi-Year E-Rate Consultation Services Agreement between AUSD and RDV Consulting Services for an annual fee of $12,000 and a total compensation not to exceed $36,000.00.
34. (Fund 01) Amendment No. 1 to Multi-Year Commitment Agreement between AUSD and Klett World Languages, Inc. for an increase of $4,000.60 and an amended total cost of $336,064.92.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

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ATTACHMENTS:

	Description	Upload Date	Type
🗋	Cosco Fire Protection	8/6/2025	Backup Material
🗋	MAS Service, Inc	8/6/2025	Backup Material
🗋	MBS Engineering, Inc.	8/6/2025	Backup Material
🗋	North American Fence & Railing	8/6/2025	Backup Material
🗋	R & S Overhead Garage Door, Inc.	8/6/2025	Backup Material
🗋	American Asphalt Repair & Resurfacing	8/6/2025	Backup Material

	Pacific Coast Trane	8/6/2025	Backup Material
	Rainbow Waterproofing & Restoration	8/6/2025	Backup Material
	Construction West Services	8/6/2025	Backup Material
	DS Baxley, Inc (Lincoln)	8/6/2025	Backup Material
	BS Baxley, Inc (Love)	8/6/2025	Backup Material
	RQI Inc.	8/6/2025	Backup Material
	M3 Services LLC	8/6/2025	Backup Material
	Construction West Services (FANS)	8/6/2025	Backup Material
	RK Roofing & Construction, Inc	8/6/2025	Backup Material
	Emergency Lighting Equipment Service Co.	8/6/2025	Backup Material
	American Trainco LLC	8/6/2025	Backup Material
	Escos Fire & Safety	8/6/2025	Backup Material
	K2M Consultants	8/6/2025	Backup Material
	Quattrocchi Kwok Architects, Inc.	8/6/2025	Backup Material
	Alison Pentland	8/6/2025	Backup Material
	Hanna Interpreting Services	8/6/2025	Backup Material
	Ignite Reading PBC	8/6/2025	Backup Material
	Interpreters Unlimited	8/6/2025	Backup Material
	Milton Reynolds Consulting	8/6/2025	Backup Material
	Northeastern University	8/6/2025	Backup Material
	Center for Culturally Responsive Teaching and Learning	8/6/2025	Backup Material
	The Education Team	8/6/2025	Backup Material
	Pine Health LLC	8/6/2025	Backup Material
	Ro Health (ESY)	8/6/2025	Backup Material
	Ro Health	8/6/2025	Backup Material
	RDV Consulting Services	8/6/2025	Backup Material
	Klett World Languages	8/6/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

CONTRACT #: 2550

CONTRACT FOR REPAIRS, MAINTENANCE, OR SMALL CONSTRUCTION PROJECTS

For

☐ **REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA") OVER $75,000 AND UP TO $220,000**

or

☑ **REPAIRS, MAINTENANCE, OR CONSTRUCTION SERVICES UNDER $75,000 AWARDED PURSUANT TO CUPCCAA**

THIS CONTRACT is made and entered into this 11 day of July, 2025 ("Contract"), by and between Construction West Services, Inc. ("Contractor") and **Alameda Unified School District** ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the following repairs, maintenance, or construction services ("Services" or "Scope of Work"):

   The contractor shall provide all labor, materials, equipment, and supervision necessary for various facility repairs at all District sites; to include, but not limited to carpentry, masonry, interior finishes, and various other building trades. Scheduled projects to be completed by a pre-approved detailed and itemized proposal ~~or on a time and materials basis (enclosed rate sheet) for urgent/emergency work~~.

2. **Contract Price & Payment.** The Contractor shall furnish the services to the District for a total price not to exceed $ 50,000, Fifty Thousand Dollars and Zero Cents ("Contract Price"). Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

3. **Contract Site(s).** Contractor shall perform the Work at All Sites 2060 Challenger Dr. Alameda CA 94501 ("Premises" or "Sites").

4. **Contract Time & Potential Liquidated Damages.** Work to be completed by June 30, 2026. ("Contract Time") Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, and it is not possible to Amend and extend the Contract without damaging the District, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of$ N/A per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

5. **Bonds & Insurance.**

   Payment Bond & Performance Bond: When determined by the District based on the scope of work, on contracts exceeding $25,000, Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

   Insurance: Contractor shall have and maintain in force, with the minimum indicated limits, the following insurance covering their work under the Contract:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 per occurrence; $3,000,000 aggregate
Automobile Liability, Any Auto	$1,000,000 per occurrence;
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
***Builder's Risk (Course of Construction)**	Issued for the value and scope of work.

*When determined by the District based onthe scope of work

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District prior to beginning work. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. The District, its officers, agents and employees, shall be named as an additional on the Contractor's Automobile Liability, Commercial General Liability and Completed Operations Coverage through endorsements CG 20 37 04 13 and CG 20 10 04 13. Contractor's policy(ies) shall be primary. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by Moises Lomeli of the Maintenance (MOF) Department of the District.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

____ Bid Form and Proposal	X Drug-Free Workplace Certification
____ Bid Bond	X Lead-Product(s) Certification
____ Notice to Proceed	____ Roofing Contract Financial Interest Certification
X Terms and Conditions to Contract	X Insurance Certificates and Endorsements
X Non-collusion Declaration	____ Performance Bond
X Prevailing Wage Certification	____ Payment Bond
X Workers' Compensation Certification Criminal	____ Exhibit A ("Scope of Work")
X Background Investigation Certification	____ Plans
X Asbestos & Other Hazardous Materials Certification	____ Work Specifications
X Tobacco-Free Certification	X [Other] Time & Materials Rate Sheet
	____ Submittal(s) _____

9. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:	**Contractor:** Construction West Services, Inc.
2060 Challenger Drive	4786 Blum Road
Alameda, CA 94501	Martinez, CA 94553
ATTN: Brian Addicott, Director of MOF	ATTN: Kyle Allen

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

The Parties agree to the Terms and Conditions and have ACCEPTED AND AGREED on the final date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Alameda Unified School District

Contract #: 2550

Signature: _____

Print Name: _____

Print Title: Director, MOF

Dated: _____

Signature: _____

Print Name: _____

Print Title: Assistant Superintendent

Dated: _____

When exceeding $114,800:

Signature: _____

Print Name: _____

Print Title: President, Board of Education

Dated: _____

Contractor

Signature: [signature]

Print Name: Kyle Allen

Print Title: Project Manager

Dated: 07/09/2025

Company Name: Construction West Services, Inc.

Company Address: 4786 Blum Road

City, State, ZIP: Martinez, CA 94553

Phone Number: (925) 878-1247

Email: kyle@cw-si.com

Federal Employer ID Number: 27-4872495

CSLB License Number: 964217

PWC Registration Number: 1000002197

PWC-100 #: _____

Budget Code: 01-8150-0-0000-8110-5800-077-77-0000

Information regarding Contractor:

Type of Business Entity:
- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☑ Corporation
- ☐ Limited Liability Company
- ☐ Other: _____

Employer Identification and/or Social Security Number: 27-4872495

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

5. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

6. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

7. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall

proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

10. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to them. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. DRUG-FREE / SMOKE FREE POLICY: No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

13. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

14. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

15. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

16. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

17. ACCESS TO WORK: District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

18. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at their discretion to prevent such threatened loss or injury.

19. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

20. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

21. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

22. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

23. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

24. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed;

(10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

25. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

26. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

28. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

29. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

31. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:
  (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
  (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
  (3) Payment of an amount that is disputed by the District.
- Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.
- Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

- Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."
- District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.
- Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.
- Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.
- Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.
- Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

33. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.

34. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

35. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

36. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

37. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

39. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

40. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

41. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

42. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

PREVAILING WAGE CERTIFICATION

CONTRACT NO.# 2550 between **Alameda Unified School District** ("District") and Construction West Services, Inc. ("Contractor").

The undersigned does hereby certify to confirm to the State of California Public Works Contract requirements regarding prevailing wages, on-site audits with 48 hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date:	07/09/2025
Legal Name of Contractor:	Construction West Services, Inc.
Signature:	
Print Name:	Kyle Allen
Title:	Project Manager

WORKERS' COMPENSATION CERTIFICATION

CONTRACT NO.# 2550 between **Alameda Unified School District** ("District") and Construction West Services, Inc. ("Contractor").

Labor Code section 2700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to their employees.

The undersigned does hereby certify the awareness of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor shall comply with such provisions before commencing the performance of the Work of this Contract.

Date:	07/09/2025
Legal Name of Contractor:	Construction West Services, Inc.
Signature:	
Print Name:	Kyle Allen
Title:	Project Manager

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

CONTRACT NO.# 2550 between **Alameda Unified School District** (District") and Construction West Services, Inc. ("Contractor").

The undersigned does hereby certify that (1) they are a representative of the Contractor, (2) they are familiar with the facts herein certified, (3) they are authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project:

☐	The Contractor has complied with the fingerprinting requirements of Education Code sections 45125.1/45125.2 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
Waiver of Fingerprint Requirement. Contractor is not required to comply because (check which applies):	
☑	The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.
☐	CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, AND CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement
☑	CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, CONTRACTOR'S employees shall have more than limited contact with students, BUT one of the following shall occur: ○ The installation of a physical barrier at the worksite to limit contact with pupils. ○ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. ◉ Surveillance of Employees by District personnel.

2. **Megan's Law (Sex Offenders)**. I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://meganslaw.ca.gov).

   Contractor's responsibility for background clearance extends to all of their employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date:	07/09/2025
Legal Name of Contractor:	Construction West Services, Inc.
Signature:	
Print Name:	Kyle Allen
Title:	Project Manager

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

CONTRACT NO.# 2550 between **Alameda Unified School District** ("District") and Construction West Services, Inc. ("Contractor").

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

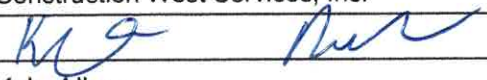
Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

Date:	07/09/2025
Legal Name of Contractor:	Construction West Services, Inc.
Signature:	
Print Name:	Kyle Allen
Title:	Project Manager

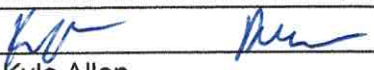
TOBACCO FREE ENVIRONMENT CERTIFICATION

CONTRACT NO.# 2550 between **Alameda Unified School District** ("District") and Construction West Services, Inc. ("Contractor").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

The undersigned does hereby certify awareness of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that the contractor shall adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date:	08/09/20254
Legal Name of Contractor:	Construction West Services, Inc.
Signature:	
Print Name:	Kyle Allen
Title:	Project Manager

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACT NO.# 2550 between **Alameda Unified School District** ("District") and Construction West Services, Inc. ("Contractor").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

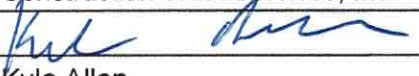
Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
    a. The dangers of drug abuse in the workplace.
    b. The person's or organization's policy of maintaining a drug-free workplace.
    c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
    d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

The undersigned does hereby certify and agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

The undersigned understands that if the District determines that Contractor has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. The undersigned further understands that, violation of the terms of the Drug-Free Workplace Act of 1990, may be subject to debarment in accordance with the requirements of section 8350 et seq.

The undersigned does hereby acknowledge awareness of the provisions of Government Code section 8350 et seq. and hereby certifies adherence to the requirements of the Drug-Free Workplace Act of 1990.

Date:	07/09/2025
Legal Name of Contractor:	Construction West Services, Inc.
Signature:	
Print Name:	Kyle Allen
Title:	Project Manager

LEAD-PRODUCTS CERTIFICATION

CONTRACT NO.# 2550 between **Alameda Unified School District** ("District") and Construction West Services, Inc. ("Contractor").

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT THEY HAVE RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date:	07/09/2025
Legal Name of Contractor:	Construction West Services, Inc.
Signature:	
Print Name:	Kyle Allen
Title:	Project Manager

CONSWES-01 COVUSALES2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Nadler Insurance, Inc. 1560 Laurel Street Suite 200 San Carlos, CA 94070	PHONE (A/C, No, Ext): (650) 508-8000	FAX (A/C, No): (650) 508-8006
	E-MAIL ADDRESS: CL@Nadlerinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : James River Insurance	12203
INSURER B : United Financial Casualty Co	11770
INSURER C : Nautilus Insurance Company	17370
INSURER D : Wesco Insurance Company	25011
INSURER E : SCOTTSDALE Insurance Company	41297
INSURER F :	

INSURED
Construction West Services, Inc.
837 Arnold Drive
Suite 220
Martinez, CA 94553

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		00089193-6	2/17/2025	2/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		987955970	4/10/2025	10/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AN791475	2/26/2025	2/26/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 3,000,000 $ 3,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3775920	3/25/2025	3/25/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Installation / Build			CPS8177161	4/19/2025	4/19/2026	Limit	165,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Wood MPR Roll-Up Door Installation
Site Name: 420 Grand Street, Alameda, CA 94501
Address: 2060 Challenger Drive, Alameda CA 94501
Additional Insured: Except for Worker's Compensation Insurance, Alameda Unified School District, its trustees, employees, and agents, the State of California are named as Additional Insured under all policies per terms of the attached endorsement(s) and as required by a written contract. 30 Day notice of cancellation, except 10 day notice for non-payment of premium applies per policy provisions.

CERTIFICATE HOLDER

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Alameda Unified School District, its trustees, employees, and agents, the State of California

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ALAMEDA UNIFIED SCHOOL DISTRICT
EXCELLENCE & EQUITY FOR ALL STUDENTS

AMENDMENT NO. 1 to AGREEMENT (025-077-02)
Dated April 29, 2025

This Amendment is entered into on August 12, 2025, between the Alameda Unified School District (District) and RK Roofing & Construction, Inc. (CONTRACTOR). The District awarded a contract to the CONTRACTOR for various site roof repairs, and the parties agree to amend that Agreement as follows:

1. Services Project completion extended to September 15, 2025 due to unforeseen material delays from the manufacturer.
2. Compensation No change $329,109.00

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

X There are no previous amendments to this Agreement.
□ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

"DISTRICT"

By:_____
Gary K. Lym
President, Board of Education

CONTRACTOR"

Signed by:
By: Kenneth Nwokedi 8/23/2025 | 11:23 AM PDT
73336192E2E6485...

Name: Kenneth Nwokedi

Title: CEO

PROJECT ADDENDUM 24003.2
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum 24003.2 to Master Agreement for Architectural Services ("**Addendum**") is made as of July 14, 2025, and forms a part of the Master Agreement for Architectural Services for Non-Bond Funded Projects between **Alameda Unified School District**, a California public school district ("**District**") and **Quattrocchi Kwok Architects** ("**Architect**") (collectively "Parties") dated on or about February 13, 2024 ("**Agreement**"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("**Project**"):

District Warehouse at Singleton, located at 250 Singleton Avenue, Alameda
Grading Redesign

The scope of work may include, but is not limited to the following, plus the following assumptions:

- Revise the AUSD Warehouse improvement plan note sheet (C-0.1), grading sheets (C-2.0, C-2.1), utility sheet (C-3.0), pavement sheet (C-4.0), layout & EC drawing (C-5.0), and cross-section drawing (C-6.0) to show proposed changes to adjust for lowering the building finished floor approximately 9", removal of all proposed lightweight fill under the building and site improvements, and showing updated geotechnical grading recommendations.

- Revise Specification to update grading recommendations under the building and to remove references to light weigh fill installation.

- Revise the hydrology and hydraulics report to adjust storm drainpipe and storm drain inlet elevations and rerun hydraulic calculations, and update exhibits based on lowering the finish floor 9".

- Update exhibits in C3 Stormwater Management Plan report to reflect the grading and storm drain changes.

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement shall remain in full force and effect.

Article 3. Architect Staff

3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal in Charge:	John Dybczak
Studio Leader:	Joel Williams
Project Architect:	Bryan Chubb

3.2.1. The Architect agrees to contract for or employ at Architect's expense, the following Consultant(s) to be associated with the Project in the following capacities:

Electrical:	O'Mahony & Myer
Mechanical:	Costa Engineers

Civil:	Brelje & Race
Landscape:	Carducci Landscape Architect
Food Service:	Larry Ballinger

3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the Project.

3.4. The Architect shall not change any of the key personnel or Consultants listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.

3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.

3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 5. Construction Cost Budget.

5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope.
The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 6. Fee and Method of Payment

6.1. District shall pay Architect for all Services contracted for under this Addendum to the Agreement, and subject to the terms of this Agreement, an amount equal to the following ("Fee"):

PA 24003.1	$317,700
Reimbursable Expenses	$ 25,000
Grading Design	$ 9,975
New Total Fee	**$352,675**

6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D**" of the Master Architect Agreement for Architectural Services on Non-Bond Funded Projects.

6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D**."

6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D**."

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)

N/A

Exhibit "B," Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall be annually adjusted if needed.

Exhibit "C" (SCHEDULE OF WORK)

Add the following to indicate the schedule for Architect's performance of the Project:

Phase	**Date to be Completed OR Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase**
Pre- Design/Architectural Program Development Phase:	_____ days
For Schematic Design Phase:	_____ days
For Design Development Phase:	_____ days
For Construction Documents Phase:	10 days

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Alameda Unified School District

Dated: 07/22/2025

Signature: Monty Patterson

Print Name: Monty Patterson

Print Title: Senior Director of Construction

Dated: 07/22/2025

Signature: Shariq Khan (07/22/2025 09:36 PDT)

Print Name: Shariq Khan

Print Title: Assistant Superintendent, Business Services

Dated: _____

Signature: _____

Print Name: Gary K. Lym

Print Title: Board President

Quattrocchi Kwok Architects, Inc.

Dated: July 10, 2025

Signature: John Dybczak

Print Name: John Dybczak

Print Title: Principal

Per Resolution No. 2024-2025.79 Authorization for Assistant Superintendent of Business Services to Sign Orders Drawn on the Funds of the District, dated June 24, 2025, this Amendment is fully executed and will receive Board approval at the August 12, 2025 meeting.

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Northeastern University (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services (include location, dates, to whom services are provided):

Lead by Learning, of Mills College at Northeaster University and AUSD Professional Learning Community (PLC) leaders with engage in a partnership to improve adults' learning experiences by engaging PLC leaders in an equity-driven collaborative inquiry to confront equity challenges and build instructional leadership.

The 2025-26 Scope of Work is attached.

2. **Terms.** The term of this agreement shall be from 8/1/25 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below $114,800; or, approval by the Board of Education if the total contract(s) exceeds $114,500) to 6/30/26. The work shall be completed no later than 6/30/26.

3. **Compensation.** This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. **Select one of the following:**

   3.1.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed $_____.

   3.1.2 ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of service at a rate of $____ /hour for a total not to exceed $.

   3.1.3 ☑ Other: Per proposal attached, not to exceed $64,300.00 .

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows N/A; which shall not exceed a total cost of $_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed for the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Strategic Alignment. Select one of the following:**

4.1 ☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 ☑ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? In line with the district's strategic planning goals.

5. **Conduct of Contractor.** CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 8.

5.1 **Tuberculosis Screening. Select one of the following:**

5.1.1 ☐ TB Clearance will be completed through AUSD prior to starting work or such records are already on file.

5.1.2 ☐ Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.

5.1.3 ☑ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours.

BHW (CONTRACTOR initials)

_____ (AUSD Representative initials)

5.2 **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

5.2.1 ☐ Fingerprint Clearance will be completed through AUSD prior to starting work or records are already on file.

5.2.2 ☐ Agency or Organization certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

5.2.3 ☑ **Waiver of Fingerprint Requirement**. CONTRACTOR is not required to comply with section 5.2 as:

☑ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or

☐ CONTRACTOR services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

BHW (CONTRACTOR initials)

_____ (AUSD Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract's term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars ($1,000,000) per occurrence. **Select one of the following:**

☑ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.
***CONTRACTOR acknowledgement** BHW 07/23/25

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Service with a minimum requirement of One Million Dollars ($1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.
***CONTRACTOR acknowledgement** BHW 07/23/25

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars ($1,000,000) per claim.

☑ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

BHW (CONTRACTOR initials)

Kirsten Zazo (AUSD Representative initials)

6.4 Proof of Carriage of Insurance. CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates shall include the following:

6.4.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice." BHW

6.4.2 An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD. BHW

6.4.3 All policies shall be written on an occurrence form.

6.4.4 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. Notices. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD	CONTRACTOR
Name: Kirsten Zazo	Name: Eva Pasadas
Title: Asst. Superintendent	Title: Executive Director
Address: 2060 Challenger Dr., Alameda, CA 94501	Address: 360 Huntington Ave., 130-BV, Boston, MA 02115
Email: kzazo@alamedaunified,org	Email: NU-RES@northeastern.edu

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. **Contractor Qualifications / Performance of Services.**

10.1 **Contractor Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.

11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

13. **Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.

14. **Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

15. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORs, or subcontractors are to smoke or use drugs or alcohol on these sites.

16. **Indemnification.** The parties agree to mutually defend, indemnify and hold harmless the other party, its officers, agents and employees, volunteers, individually and collectively, from and against all costs, liability, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise or arising from any negligent acts from or during or be alleged to be caused by the undersigned's officers, agents, employees and volunteers in the course of their performance of this Agreement.

17. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD.

18. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. **Termination.** Either party may at any time terminate this Agreement upon thirty (30) days prior written notice to the other party. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

    21.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.

    21.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement

shall maintain the confidentiality of information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following:(a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the AUSD any unauthorized access to the student data.

24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest be between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

27. **Agreement Contingent on Governing Board Approval.** The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

28. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

29. **Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.

30. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

31. **Force Majeure.** At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

32. **Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name &Title: Brooks Hill-Whilton, Contracts Manager

Authorized Signature: Brooks Hill-Whilton Digitally signed by Brooks Hill-Whilton Date: 2025.07.23 11:21:28 -04'00' Date: _____

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds (Fund 01) ☐ Donated Funds ☐ Restricted Funds ☑

Budget Code: 01-7435-0-1110-1000-5800-049-49-1150

Kirsten Zazo (07/31/2025 13:45:11 PDT) 07/31/2025

Requesting Administrator Date

II. HR

Human Resource Approval ☑ Yes ☐ No

Timothy Erwin (07/31/2025 13:57:07 PDT) 07/31/2025

Signature of Human Resource Administrator Date

III. BOARD DELEGATES

☐ Superintendent, Pasquale Scuderi

☐ Assistant Superintendent of Human Resources, Tim Erwin

☐ Assistant Superintendent of Educational Services, Kirsten Zazo

☑ Assistant Superintendent of Business Services, Shariq Khan

Shariq Khan (08/01/2025 08:58:59 PDT) 08/01/2025

Signature of Superintendent or Assistant Superintendent Date

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than $114,800:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Independent Contractor Status Verification

Contractors who are Individual/sole proprietors or single-member LLCs *must complete this form and submit with other contract documents.*

Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.

INDEPENDENT CONTRACTOR STATUS CHECKLIST
(Employee v. Independent Contractor)

Contractor Name:
N/A

1. **Are you a current employee of Alameda USD (including an active substitute) or have you been active in this calendar year?**
   YES ☐ NO ☐
2. **Are you are a retiree in the CalSTRS or CalPERS system?**
   YES ☐ NO ☐

LABOR CODE FACTORS (§ 2750.3) – ALL 3 MUST APPLY

☐ CONTRACTOR and its workers are free from the control and direction of the AUSD in connection with the performance of the work, both under the contract for the performance of the work and in fact.

☐ The work to be performed by the CONTRACTOR and its workers is outside the usual course of the AUSD's business.

☐ CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

IRS COMMON LAW FACTORS:

☐ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.

☐ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.

☐ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.

☐ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.

☐ **OWN WORK HOURS:** The worker will establish the work hours for the job.

☐ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.

☐ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.

☐ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.

☐ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.

☐ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.

☐ **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.

☐ **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.

☐ **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.

☐ **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.

SIGNIFICANT INVESTMENT: The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.

☐ **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):

- o Having an office and assistants
- o Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
- o Having business signs
- o Having a business license
- o Listing services in a business directory
- o Other
- o (Attached copies of business license, business cards, letterhead, advertisements)

☐ **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):

- o The worker hires, directs, and paysassistants
- o The worker has his/her own office, equipment, materials, or facilities
- o The worker has continuing and recurringliabilities
- o The worker has agreed to perform specific jobs for prices agreed upon in advance
- o The worker's services affect his/her own business reputation

☐ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.

☐ **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.

☐ **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I,_____(contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: _____

LEAD BY LEARNING
Understand learning. Improve teaching. Build leadership.
Mills College at Northeastern University

MILLS COLLEGE | Northeastern University

Alameda Unified School District
Lead by Learning
2025-26 Scope of Work

ALAMEDA UNIFIED PLC LEADERS' CAPACITY BUILDING

Purpose: Improve adults' learning experiences by engaging PLC leaders in equity-driven collaborative inquiry to confront equity challenges and build instructional leadership.

Participants: Lead by Learning will engage the AUSD PLC Leaders in a PLC Leader Inquiry Partnership between August 1, 2025 and June 30, 2026.

Schedule:

- PLC Leader Community of Practice monthly sessions will be **one Thursday per month in September, October, December, January, and March** from **3:45-5:15pm, plus a final Celebration & Share Out from 4:00-7:00pm in April.**
- 2025 Kickoff retreat for NEW PLC Leaders will be **August 4 from 9:00am-11:30am** and ALL PLC Leaders from **12:30-3:00pm on the same day.**
- Site principals and TSAs will be included at the Kickoff retreat, January, and May sessions.
- 2026 June Kickoff Retreat will be up to 6 hours at AUSD, exact date TBD.

ROOT SYSTEM OUTCOMES

All of our partnerships support educator teams to realize the following Root System outcomes:

SHARED VISION FOR LEARNING
Student and adult learning goals are grounded in a shared instructional vision and drive instructional change.

USE OF DATA TO DRIVE EQUITABLE CHANGE
Adults collect and analyze data that uncovers learners' daily experiences to drive instructional and cultural change.

CULTURE OF PUBLIC LEARNING AND SUPPORTIVE CHALLENGE
Collaborative spaces promote honest thinking, shared responsibility, and self-awareness to drive improvement.

DISTRIBUTED LEADERSHIP OF PROFESSIONAL LEARNING
District, site, and/or teacher leader teams work in partnership to vision for, design, and lead learning for adults.

SHOOT SYSTEM OUTCOMES

We also support our site partners to monitor their own progress toward the following Shoot System outcomes:

SHARED VISION FOR LEARNING
Educators and students develop shared understanding of goals and purpose for learning.

IMPROVED INSTRUCTIONAL PRACTICE
Educators continuously adapt instruction and change their practice in response to student learning data.

EQUITABLE LEARNING OUTCOMES
All students experience accelerated progress, with an emphasis on disrupting predictive outcomes for historically marginalized focal groups.

SOCIAL-EMOTIONAL & ACADEMIC INTEGRATION
Students develop their learning identities and a sense of belonging as members of vibrant, culturally responsive learning communities.

A PLC LEADER INQUIRY PARTNERSHIP also builds toward the following targeted outcomes:

- IMPROVED STUDENT AND EDUCATOR OUTCOMES Strengthen adult learner capacity to increase belonging, access, and academic achievement for historically marginalized student groups in alignment with priority goals
- DATA-DRIVEN INSTRUCTIONAL LEADERSHIP Increase teacher leaders' capacity to drive improvement grounded in student and adult learning data
- HIGH-CAPACITY INSTRUCTIONAL LEADERSHIP TEAMS Empower teacher leader team to share responsibility and effectively facilitate inquiry-based adult learning in their grade-level, department, or cross-curricular teams
- SHARED INSTRUCTIONAL VISION AND GOALS Increase alignment and buy-in around shared goals to drive instructional change and prioritize sitewide initiatives
- IMPROVED TEACHER LEADER WELLBEING Increase teacher leader retention by deepening belonging, efficacy, and satisfaction

LEAD BY LEARNING
Understand learning. Improve teaching. Build leadership.
Mills College at Northeastern University

MILLS COLLEGE | Northeastern University

CORE PROGRAM

From August 1, 2025 through June 30, 2026, Lead by Learning will provide the following to Alameda Unified's **PLC LEADERS:**

2025 VISIONING AND GOAL-SETTING "KICKOFF" CONVENING
One full-day beginning-of-year visioning and goal-setting convening in August 2025 to launch new and returning PLC Leaders into the coming year and develop shared leadership around common goals.

COMMUNITY OF PRACTICE SESSIONS
Five 2-hour Community of Practice sessions for PLC Leaders to engage in collaborative inquiry into their leadership of adult learning (alternating virtual and in-person at AUSD). January session will include TSAs and principals and will include a light dinner provided by Lead by Learning.

END-OF-YEAR INQUIRY SHARE & CELEBRATION
One 3-hour End-of-year Inquiry Share & Celebration in person at AUSD, including TSAs, district leaders, and principals, to leverage learning across the wider community. Lead by Learning will provide a light dinner.

DESIGN TEAM MEETINGS
Five Design Team meetings (1 hour each on Zoom) with representative PLC Leaders and/or district leaders to evaluate impact, understand current reality, and advise on session design.

INDIVIDUALIZED LEADER COACHING
Individualized monthly leadership coaching for a) Bay Farm principal, b) Alameda High principal, and c) Assistant Superintendent (1 hour each/month on Zoom) to develop the capacity to create the conditions for coherence and distributive leadership on their teams. Includes 2 site visits or observations at Alameda High School to observe and provide feedback on SLT (or PLCs) in action.

DIFFERENTIATED SUPPORT FOR NEW PLC LEADERS
Up to 5 hours of coaching and/or small-group support for new PLC Leaders to navigate problems of practice and improve effectiveness at designing and facilitating PLC collaboration.

KNOWLEDGE MANAGEMENT TOOLS
Knowledge management tools and Summary of Progress reports in January and June to evaluate impact and support the sharing of outcomes.

OPT-IN COMMUNITIES OF PRACTICE MEMBERSHIP
Eligible for membership in Lead by Learning's Opt-In Communities of Practice including the Black, Indigenous, and People of Color Leaders Network; the White Educators' Anti-Racist Inquiry Network; and the Certificate in Leading Adult Learning.

2026 VISIONING AND GOAL-SETTING "KICKOFF" CONVENING
One in-person beginning-of-year visioning and goal-setting convening in June 2026 (up to 6 hours in person at AUSD, participants TBD) to develop shared leadership around common goals.

Lead by Learning strongly encourages our partners to stipend their teacher leaders for any hours devoted to leadership and learning outside of their contract day. Suggested stipend for a Design Partner is minimum $1000 per year. Stipend amounts are not included in our fees for service.

COST

Lead By Learning Fee	$ 64,300
TOTAL COST TO SITE	**$ 64,300**

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 07/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Ironshore Specialty Insurance Company	25445
INSURER B:	United Educators Ins, a Reciprocal RRG	10020
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Northeastern University
360 Huntington Ave.
Suite 301CP
Boston MA 02115 USA

COVERAGES **CERTIFICATE NUMBER:** 570114447638 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		F7905V	07/01/2025	07/01/2026	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	Included
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Alameda Unified School District
2060 Challenger Drive
Alameda CA 94501 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570114447638

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AGENCY CUSTOMER ID: 570000063842

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Northeastern University
POLICY NUMBER	
See Certificate Number: 570114447638	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570114447638	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	E&O - Miscellaneous Professional-Primary			F7905V Claims Made	07/01/2025	07/01/2026	Professional Liabili	$1,000,000
							Prof Liab Agg - All	$3,000,000

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ADDITIONAL INSURED

In consideration of the premium charged, **we** agree with the **Educational Organization** that, subject always to all other provisions of this Policy,

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

is an additional **Insured** but only with respect to **Occurrences** arising out of operations and functions for or on behalf of an **Included Entity**.

All other Policy provisions remain the same.

Richard G. Mills, Jr., President & CEO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 160 Federal St. 4th Floor Boston MA 02110	CONTACT NAME: Leslie Emack PHONE (A/C, No, Ext): (617) 330-5700 FAX (A/C, No): (617) 439-3752 E-MAIL ADDRESS: lemack@risk-strategies.com
INSURED Northeastern University 360 Huntington Ave 301CP Boston MA 02115-5005	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Hartford INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2473174912 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		08WBBK4LTD (AOS)	08/01/2024	08/01/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Issued as evidence of insurance.

CERTIFICATE HOLDER

Alameda Unified School District
2060 Challenger Drive
Alameda CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage Inc.

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ALAMEDA UNIFIED SCHOOL DISTRICT

EXCELLENCE & EQUITY FOR ALL STUDENTS

AMENDMENT NO. 1 to Master Professional Services Agreement (MPSA)
Dated June 24, 2025

This Amendment is entered into on August 12, 2025, between the Alameda Unified School District (District) and Pine Health LLC (CONTRACTOR). The District entered into an MPSA with CONTRACTOR for a special education positions, and the parties agree to amend that Agreement as follows:

1. Services Increased need for CONTRACTOR to provide qualified individuals to fill open special education positions.
2. Compensation Original PSA: $2,000,000.00. Amendment No 1: $1,500,000.00 (various rates per position) Amended PSA: **$3,500,000.00.**

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

☒ There are no previous amendments to this Agreement.
☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

"DISTRICT"

By:_____
Name: Gary Lym
President Board of Education

CONTRACTOR"

By:_____
Name: Adam Boxberger
Senior VP of Operations

AMENDMENT NO. 1 to Master Professional Services Agreement
Dated June 24, 2025

This Amendment is entered into on August 12, 2025, between the Alameda Unified School District (District) and Ro Health (CONTRACTOR) and will remain in effect until June 4, 2026. The District entered into a PSA with CONTRACTOR for a special education positions, and the parties agree to amend that Agreement as follows:

1. Services Provide two (2) permanent Para V substitute positions to cover needs at any district site for employee or other contractor absences.
2. Compensation Original PSA: $500,000.00. (SpEd Budget) Amendment No 1: $118,800.00 (HR - 01-6500-0-5760-1110-2103-040-40-0000) Amended PSA: **$618,000.00.**

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

☒ There are no previous amendments to this Agreement.
☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

"DISTRICT"

By:_____

Name: Gary Lym
President Board of Education

CONTRACTOR"

By: Alexandria Oleson

Name: Alexandria Oleson
Contracts Administrator

Amendment No. 1 to Multi-Year Commitment Agreement with Klett World Languages, Inc.

This Amendment, to the Multi-Year Commitment Agreement dated May 27, 2025 (“the Agreement”), is made effective this August 12, 2025 by and between Klett World Languages, Inc. an Illinois corporation, with its principal office at 320 W Ohio Street, Ste 3W, Chicago, IL 60654 (Hereafter referred to as "KWL", “Provider”), and Alameda Unified School District, headquartered at 2060 Challenger Dr, Alameda, CA 94501 hereafter referred to as "District”.

This Amendment **is required to increase material counts as follows:**

ISBN	Title	Quantity	Base Price	Sale Price	Total
9788411572958	Reporters francophones 4: Textbook	25	$ 99.95	$ 70.95	$ 1773.75
9788411572972	Reporters francophones 4: Workbook	25	$ 24.95	$ 18.36	$ 459
NP12081572958	Reporters francophones 4: 12-Month The KWL Hub for Students (Premium)	25	$ 74.95	$ 53.20	$ 1330
9788411572965	Reporters Francophones 4: Annotated Teacher's Edition	1	$ 114.95	$ 0.00	GRATIS
NP12081572965	Reporters francophones 4: 12-Month The KWL Hub for Teachers	1	$ 29.95	$ 0.00	GRATIS
SALESTAX	Sales Tax	1	$ 240.03	$ 240.03	$ 240.03

SubTotal	**$ 3,802.78**
Shipping	**$ 197.82**
Total	**$ 4,000.60**

Original Multi-Year Commitment Agreement Total Cost: $332,064.92
Amended Total Cost: $ 336,064.92

District’s acceptance and execution of this Amendment constitutes acceptance of the quote provided herein to increase material counts, and such quote is subject to the terms of the Agreement.

Except for the changes provided herein, all of the other terms and conditions of the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and those contained in the Agreement, the terms of this Amendment shall control.

Signatures of agreement by KWL and District:

Klett World Languages, Inc.:

Name and Title: Hanne Sinclair, Vice President of Sales Sign: 

Date Signed: August 6, 2025

Alameda Unified School District

Name and Title: _____ Sign:_____

Date Signed: _____

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2025-2026.01 Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel(s) for the 2025-26 School Year

Item Type: Consent

Background: This resolution appoints co-chairs and members of the Pupil Disciplinary Hearing Panel(s) for the 2025-26 school year. This group forms an impartial administrative hearing panel for the purpose of imposing suspensions, conducting pupil expulsion hearings, and performing duties prescribed pursuant to Education Code 48918 and in Administrative Bulletin 5144.1.

The panel shall be comprised of the following appointees:
Rahima Abdel-Hamid Juan Flores Karen Ringewald
Tiffany Allison Jaqueline Gerosolimo Greg Sahakian
Sarah Altschul Tina Lagdamen Sheila SatheWarner
Angela Barrett Michael Lee Mark Segado
Lynnette Chirrick Jessica Lucio Jabari Snowden
Tracy Corbally Jodi McCarthy Kirstin Snyder
Alifea Davis Jorge Melgoza Jorge Wahner
Brian Dodson Tri Nguyen Timothy Zolezzi
Bryan Dunn-Ruiz Nicole Orlando
Holly Ellison Robert Picciotto

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all

English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

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ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 2025-2026.01 Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel(s) for the 2025-26 SY	7/30/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 12, 2025 Resolution No. 2025-2026.01

Resolution Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel(s) for the 2025-26 School Year

WHEREAS, Education Code Section 48918 gives the governing board the power to impose suspensions and expulsions upon a pupil pursuant to law; and

WHEREAS, pursuant to Education Code Section 48918(d), the governing board established an impartial administrative hearing panel to conduct pupil expulsion hearings and to perform, at minimum, those duties prescribed pursuant to Education Code Section 48918 and in Administrative Bulletin 5144.1, respectively;

NOW, BE IT RESOLVED, that the Governing Board of Alameda Unified School District hereby appoints the following administrators as members and co-chairs of the impartial administrative hearing panel, commonly known as the Pupil Disciplinary Hearing Panel, pursuant to Education Code Section 48918, for school year 2025-2026, effective August 11, 2025:

Rahima Abdel-Hamid	Juan Flores	Karen Ringewald
Tiffany Allison	Jaqueline Gerosolimo	Greg Sahakian
Sarah Altschul	Tina Lagdamen	Sheila SatheWarner
Angela Barrett	Michael Lee	Mark Segado
Lynnette Chirrick	Jessica Lucio	Jabari Snowden
Tracy Corbally	Jodi McCarthy	Kirstin Snyder
Alifea Davis	Jorge Melgoza	Jorge Wahner
Brian Dodson	Tri Nguyen	Timothy Zolezzi
Bryan Dunn-Ruiz	Nicole Orlando	
Holly Ellison	Robert Picciotto	

BE IT FURTHER RESOLVED, that each appointee shall serve in their respective capacity until his or her successor is appointed;

BE IT FURTHER RESOLVED, that all prior appointments are hereby superseded by this action; and

BE IT FURTHER RESOLVED, that one or more divisions of the Panel, composed of three duly appointed certificated members each, shall be convened as the caseload warrants.

PASSED AND ADOPTED by the following votes this 12th day of August 2025:

AYES:_____MEMBERS:_____

NOES:_____MEMBERS:_____

ABSENT:_____MEMBERS:_____

_____

Gary K. Lym, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:
By:_____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District Alameda
County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Resolution No. 2025-2026.02 Approval of Budget Transfers, Increases, Decreases
Item Type:	Consent
Background:	After adopting the fiscal year budget, it is often necessary to make budgetary transfers and revisions. Budget transfers allow the redistribution of funds as needs and plans change, and budget revisions allow the district to increase or decrease funds based on entitlements and grants received.
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	01 General Fund
Fiscal Analysis	
Amount (Savings) (Cost):	Will increase revenues and expenditures in the District in the amount of $9,082.10.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 2025-2026.02	8/6/2025	Resolution Letter
🗋	Attachment A	8/6/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 12, 2025

Resolution No. 2025-2026.02

Approval of Budget Transfers, Increases, Decreases

WHEREAS, the state statute require budget appropriations to be adopted by the Board of Education in the following object codes:

1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books and Supplies
5000 Services and Other Operating Expense
6000 Capital Outlay
7000 Other Sources and Uses

AND, WHEREAS, the Board of Education desires to change the adopted appropriations;

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per Attachment A.

PASSED AND ADOPTED by the following vote this 12th day of August, 2025:

AYES: MEMBERS: _____

NOES: _____ MEMBERS:

ABSENT: _____ MEMBERS:

_____
Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

8/4/25
Attachment A

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	**Description**	**Amount**
Alameda HS	Donations	$ 316.10
Bay Farm	Donations	$ 6,000.00
Wood MS	Donations	$ 266.00
Assessment/Testing	Donations	$ 1,500.00
Secondary Education	Donations	$ 1,000.00
	Total Donations	**$ 9,082.10**

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	45 Day Budget Revision and Update on the Enacted State Budget for Fiscal Year 2025-2026 (10 Min/Information)
Item Type:	Information
Background:	The district adopted its fiscal year (FY) 2025-2026 budget on June 24, 2025. The adopted budget is based on the Governor's revised budget proposal (the May Revise). The Governor signed the FY 2025-2026 State Budget Act on June 27, 2025. The budget includes policy changes affecting unrestricted revenue and includes various new categorical programs. Tonight, staff will provide details on policy changes and new programs included in the State's final adopted budget.
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	
Recommendation:	This item is presented for information only.
AUSD Guiding Principle:	#5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Presentation	8/6/2025	Presentation

Budget & LCAP Adoption Process

45-Day Budget update

Fiscal Year 2025-2026

August 12, 2025

Agenda

Background & Timeline

Information item only.

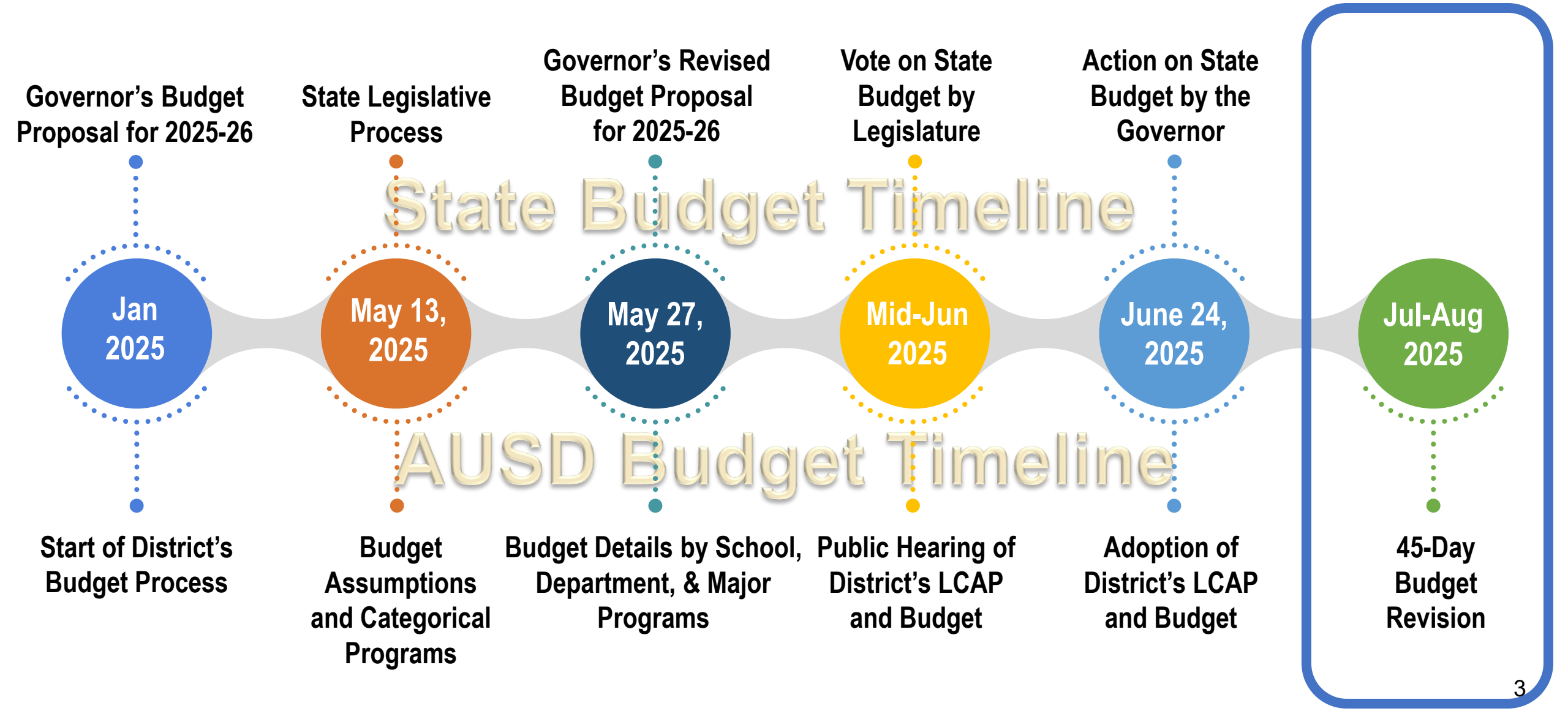
Financial Update

Based on actual budget signed by the Governor

Budget 2025-26

New revenue, updated multi-year projections, and potential uses of new revenue

Timeline


Governor's Budget Proposal for 2025-26
State Legislative Process
Governor's Revised Budget Proposal for 2025-26
Vote on State Budget by Legislature
Action on State Budget by the Governor
State Budget Timeline
AUSD Budget Timeline
Jan 2025
May 13, 2025
May 27, 2025
Mid-Jun 2025
June 24, 2025
Jul-Aug 2025
Start of District's Budget Process
Budget Assumptions and Categorical Programs
Budget Details by School, Department, & Major Programs
Public Hearing of District's LCAP and Budget
Adoption of District's LCAP and Budget
45-Day Budget Revision

Risks to the Budget

- State budget deficit through 2028-29
- Increasing costs and smaller COLAs
- $1.3 billion cash deferral from 2025-26 to 2026-27
- Federal funding changes
- Cost shifts from DC to Sacramento will put pressure on the state budget
- Changes to Medicaid and SNAP eligibility can impact other programs

New Revenue

1

Student Support & Prof. Devel. Discretionary Block Grant

- One time – restricted general fund
- Approximately $2.7 million for AUSD
- Spend by June 30, 2029

2

Learning Recovery Block Grant (LRBG)

- One time – restricted general fund
- Approximately $280K for AUSD
- Add to 2026-27 LCAP, and spend by June 30, 2028

3

Universal TK Funding

- Ongoing – Unrestricted general fund
- Reduce staff to student ratio from 12:1 to 10:1
- Approximately $580K annually for AUSD

Multiyear Projections - Unrestricted General Fund

Line	Description	2025-26	2026-27	2027-28
		Proposed Amount (Millions)	Projected Amount (Millions)	Projected Amount (Millions)
A	Beginning Fund Bal., July 1	$ 33.50	$ 26.51	$ 18.76
B	Revenues	$ 138.47	$ 141.68	$ 142.30
	Revenue to Implement TK 10:1	$ 0.59	$ 0.60	$ 0.60
C1	Expenditures	$ 108.74	$ 111.14	$ 111.24
C2	Contribution to Restricted	$ 37.31	$ 38.88	$ 39.56
D = B-C1-C2	Surplus (Deficit)	$ (6.99)	$ (7.75)	$ (7.90)
E = A+D	Projected Ending Bal., June 30	$ 26.51	$ 18.76	$ 10.87
F	Assignments/Commitments			
G = E-F	Unassigned/Unappropriated Ending Fund Balance	$ 26.51	$ 18.76	$ 10.87

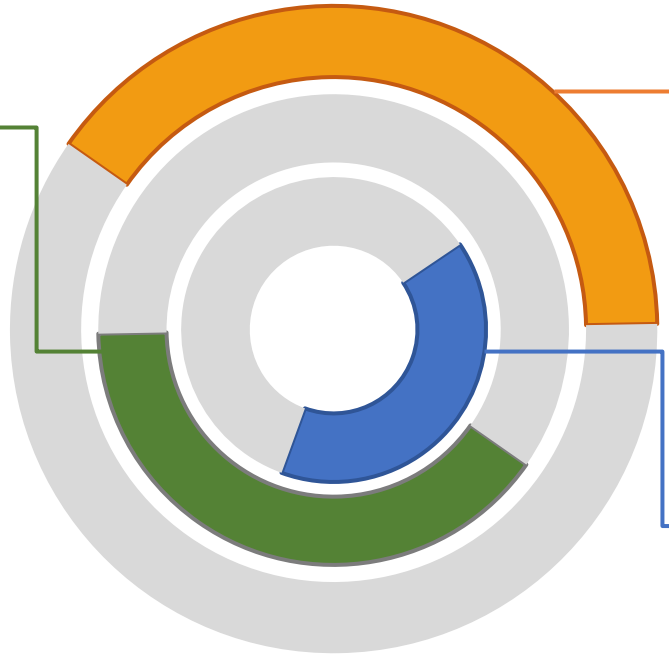
Budget Considerations

Improve District's Competitiveness

Keep making investments in employee compensation and healthcare costs

Additional Investments

Literacy instruction, Math Support, Early intervention



Extend One-Time Investments

One-time State funds used for various short-term programs. Identify resources and provide options to extend

Needs / Wants / Requests

Program	Amount
Middle School Math Support	$ 200,000
School Resource Officer Program	$ 200,000
District-wide data support	$ 200,000
Middle school Librarians	$ 320,000
Affinity programming	$ 50,000
Student Support Providers - Elementary	$ 160,000
Mental health services	$ 300,000
AVID - Continued PD support	$ 65,000
Tech Capacity to manage Chrome Books	$ 102,000
Pre-Identification Intervention	$ 350,000
Early Literacy Support	$ 300,000
Total	$ 2,247,000

Positions and Services Using One-Time Funds

- Includes 17 FTE that are funded by one-time funds
- Approximately 8 FTE positions will be closed at the end of 2025-26, and
- Another 5.5 FTE at the end of 2026-27

Program	24-25	25-26	26-27	27-28	28-29	29-30
	Amount (Thousands)					
Expanded mental health contract	$ 640	$ 640	$ 640	$ 555	$ 340	$ 340
LGBTQ Liaison	110	129	80	80	30	30
Expanded secondary counseling	273	277	285	300		
Program Manager - Intervention Leads		60	65	70		
Elementary math stipends	30	30	30	25		
Wellness Resource & SEL Counselor	268	283	253			
Support new collaboration	230	230	230			
Addl. Site admin support for SPED	181	181	181			
Addl. Site admin support for Lincoln	171	176	181			
Arts teacher at Maya Lin	112	102	102			
Student advisor/mentor (Equity Office)		100	100			
Multiyear tutoring pool	50	50	50			
Literacy Framework & Grading Policy	81	81	81			
Teacher induction program	400	400				
TSA Special Education	102	129				
Addl. Campus security at EHS & AHS	114	114				
Campus support WMS Construction	58	66				
Teen parenting program	141	39				
AVID	40					
Digital communication specialist	40					
Total	$ 3,041	$ 3,087	$ 2,278	$ 1,030	$ 370	$ 370

The Road Ahead

- Ending fund balance for 2024-25
  - Opportunity to transfer expenditures to categorical programs as part of closing fiscal year 24-25 and provide a one-time boost to the ending fund balance

- First Interim budget update
  - Impact of labor agreements on compensation
  - Revise revenue based on actual enrollment
  - Incorporate actual beginning fund balance

Board Discussion &

Questions

Acronyms

AB	Assembly Bill	CPI	Consumer Price Index	LEA	Local Educational Agency
ACA	Affordable Care Act	CTE	Career Technical Education	LRE	Least Restrictive Environment
ADA	Average Daily Attendance	DOF	Department of Finance	MAA	Medi-Cal Administrative Activities
AP	Advanced Placement	DSA	Division of the State Architect	MOU	Memorandum of Understanding
API	Academic Performance Index	EC	Education Code	MTSS	Multi-Tiered Systems of Support
AYP	Adequate Yearly Progress	EL	English Learner	MYP	Multiyear Projection
BTSA	Beginning Teacher Support and Assessment	EPA	Education Protection Account	OPEB	Other Postemployment Benefits
CAASPP	California Assessment of Student Performance and Progress	ERAF	Education Revenue Augmentation Fund	OPSC	Office of Public School Construction
CALPADS	California Longitudinal Pupil Achievement Data System	ESSER	Elementary & Secondary School Emergency Relief	P-1	First Principal (Apportionment)
CalPERS	California Public Employees Retirement System	ESSA	Every Student Succeeds Act	P-2	Second Principal (Apportionment)
CalSTRS	California State Teachers Retirement System	ESY	Extended School Year	PAR	Peer Assistance and Review
CALTIDES	California Longitudinal Teacher Integrated Data Education System	FAPE	Free and Appropriate Public Education	PD	Professional Development
CARS	Consolidated Application and Reporting System	FCMAT	Fiscal Crisis & Management Assistance Team	PI	Program Improvement
CASEMIS	California Special Education Management Information System	FERPA	Family Educational Rights and Privacy Act	PTA	Parent Teachers Association
CBA	Collective Bargaining Agreement	FRPM	Free and Reduced-Price Meals	RDA	Redevelopment Agency
CBEDS	California Basic Educational Data System	FTE	Full-Time Equivalent	SACS	Standardized Account Code Structure
CCSS	Common Core State Standards	GAAP	Generally Accepted Accounting Principles	SBE	State Board of Education
CDE	California Department of Education	GASB	Governmental Accounting Standards Board	SDC	Special Day Class
CELDT	California English Language Development Test	IEP	Individualized Education Program	SELPA	Special Education Local Plan Area
CNIPS	Child Nutrition Information Payment System	LAO	Legislative Analyst's Office	SPSA	Single Plan for Student Achievement
COE	County Office of Education	LCAP	Local Control and Accountability Plan	TK	Transitional Kindergarten
COLA	Cost-of-Living Adjustment	LCFF	Local Control Funding Formula	TRANs	Tax and Revenue Anticipation Notes
COP	Certificate of Participation	LCFF/S	Local Control Funding Formula/Supplemental	UPP	Unduplicated Pupil Percentage

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Heat Mitigation in Classrooms: Implementation Update (10 Mins/Information)
Item Type:	Information/Board Direction
Background:	Tonight's presentation, addressing Heat in Classrooms: Implementation Update, is the fourth in a series of discussions aimed at identifying, analyzing, and implementing a sustainable solution for addressing classroom temperatures across the district. Previous presentations focused on assessing the need for improved climate control, exploring potential strategies, and developing a rubric to create a multi-year implementation plan. On April 12, 2025, staff presented a 4-year implementation plan. The Board directed staff to revise and shorten the implementation timeline. Tonight, staff will update the Board on progress so far and a revised timeline for the classrooms without ceiling fans. This is an information item to receive the Board's direction on the proposed implementation strategy, balancing the district's financial constraints with the need to improve learning and working conditions in impacted classrooms.
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	TBD
Recommendation:	This item is presented for information only.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Presentation for August 2025 on Heat Mitigation: Implementation Update	8/6/2025	Presentation
🗋	Presentation from April 2025 on Heat Mitigation: Potential Cooling Strategies	4/4/2025	Presentation

Heat Mitigation in Classrooms: Implementation Update

August 12, 2025

Pasquale Scuderi, Superintendent
Shariq Khan, Assistant Superintendent – Business Services

Timeline

November 2024

Develop rubric for prioritizing classrooms

December 2024

Share draft rubric; *discuss potential priority fan installation in select rooms during winter break*

January 2025

Finalize rubric, and present initial multi-year cost estimates for proposed solutions

February 2025

Draft climate strategy framework, with preliminary cost estimates and timelines presented and discussed

April 2025

Draft multiyear Implementation Plan

Target Schools

Elementary

- Bay Farm
- Earhart
- Edison
- Franklin
- Maya Lin
- Paden

- ACDC, Love, and Ruby are airconditioned
- Otis construction will start next year

Secondary

- Encinal Jr/Sr
- Island High
- Alameda High
  - Building A
  - Building B, and
  - Building E

- ASTI, Wood, Lincoln, and Alameda High Bldg. C & D are airconditioned

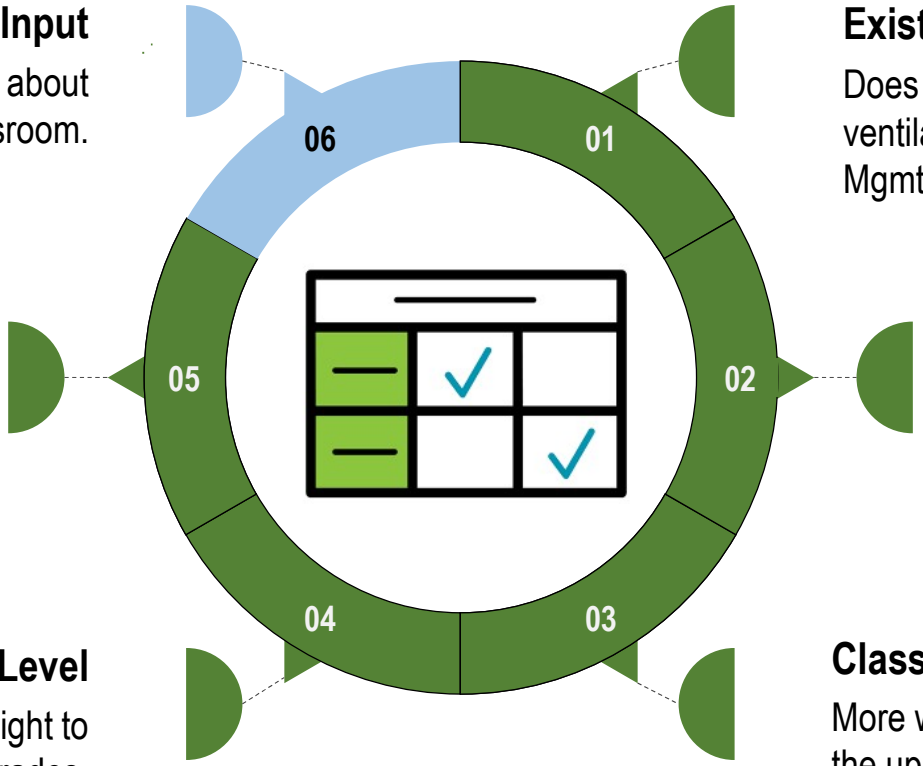
Rubric

Site Input

Other unique factors about a classroom.

Existing Setup

Does room have cooling, ventilation, Energy Mgmt. System, etc?



Classroom Usage

More weight to classrooms that are regularly used

Sun Exposure

More weight to classrooms with exposure to direct sun

Grade Level

More weight to lower grades.

Classroom Location

More weight to classrooms on the upper floors

Installation Status

Phase	Phase 0 - By Summer 2025	Phase 1 - By Summer 2026	Phase 2 - By Summer 2027	Phase 3 - By Summer 2028	Phase 4 - By Summer 2029
Original No. of Classrooms	9	28	32	65	64
Completed/In-progress No. of Classrooms	54	25		Installed by AUSD Staff	
Balance of Elementary (Classrooms)			43		
Balance of Secondary (Classrooms)			73	Bond Project - Installation by a contractor	

Installation Status – By School

School	ORIGINAL - No of Classroom without A/C or installed fans	No. of classrooms completed during summer 2025	Scheduled to be completed by June 30, 2026	Summer 2027
Alameda High, Bldg A, B, and E	32	2		30
Bay Farm	18	2	7	9
Earhart	25		11	14
Edison	15	9		6
Encinal Jr/Sr	43			43
Franklin	10	9		1
Island	8	8		0
May Lin	26	12	7	7
Paden	21	12		9
Total	**198**	**54**	**25**	**119**

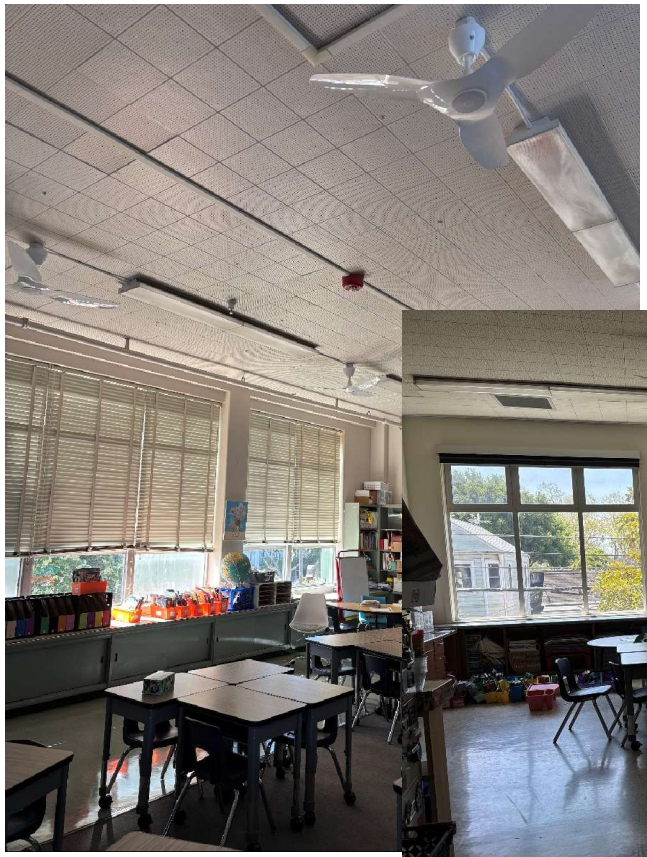
Window Tinting

- For classrooms with direct sunlight
  - Block sunlight to reduce temperature
- Installed in eleven classrooms
  - Nine at Maya Lin
  - Two at Paden
- Approximately $3,000 per classroom
- Will measure the impact in our teacher survey

Feedback from Teachers

- Survey ready to go – will time it with a heat wave
- Include classrooms
  - with and without the fan setup
  - with and without window tinting
- Feedback on:
  - Impact on comfort level
  - Air circulation
  - Noise and other operational concerns

Photographs







Board Discussion & Questions

Heat Mitigation in Classrooms: Potential Cooling Strategies

April 15, 2025

Pasquale Scuderi, Superintendent
Shariq Khan, Assistant Superintendent – Business Services

Timeline

November 2024

Develop rubric for prioritizing classrooms

December 2024

Share draft rubric; *discuss potential priority fan installation in select rooms during winter break*

January 2025

Finalize rubric, and present initial multi-year cost estimates for proposed solutions

February 2025

Draft climate strategy framework, with preliminary cost estimates and timelines presented and discussed

Target Schools

Elementary

- Bay Farm
- Earhart
- Edison
- Franklin
- Maya Lin
- Paden

- ACDC, Love, and Ruby are airconditioned
- Otis construction will start next year

Secondary

- Encinal Jr/Sr
- Island High
- Alameda High
  - Building A
  - Building B, and
  - Building E

- ASTI, Wood, Lincoln, and Alameda High Bldg. C & D are airconditioned

Target Schools - Details

School	Total number of Classrooms	Classrooms with Air Conditioning or Fans	Rooms without Air Conditioning or Fans
Alameda High, Bldg A, B, and E	34	2	32
Bay farm	29	11	18
Earhart	35	10	25
Edison	22	7	15
Encinal Jr/Sr	62	19	43
Franklin	15	5	10
Island	10	2	8
Maya Lin	26	0	26
Paden	23	2	21
Total	256	58	198

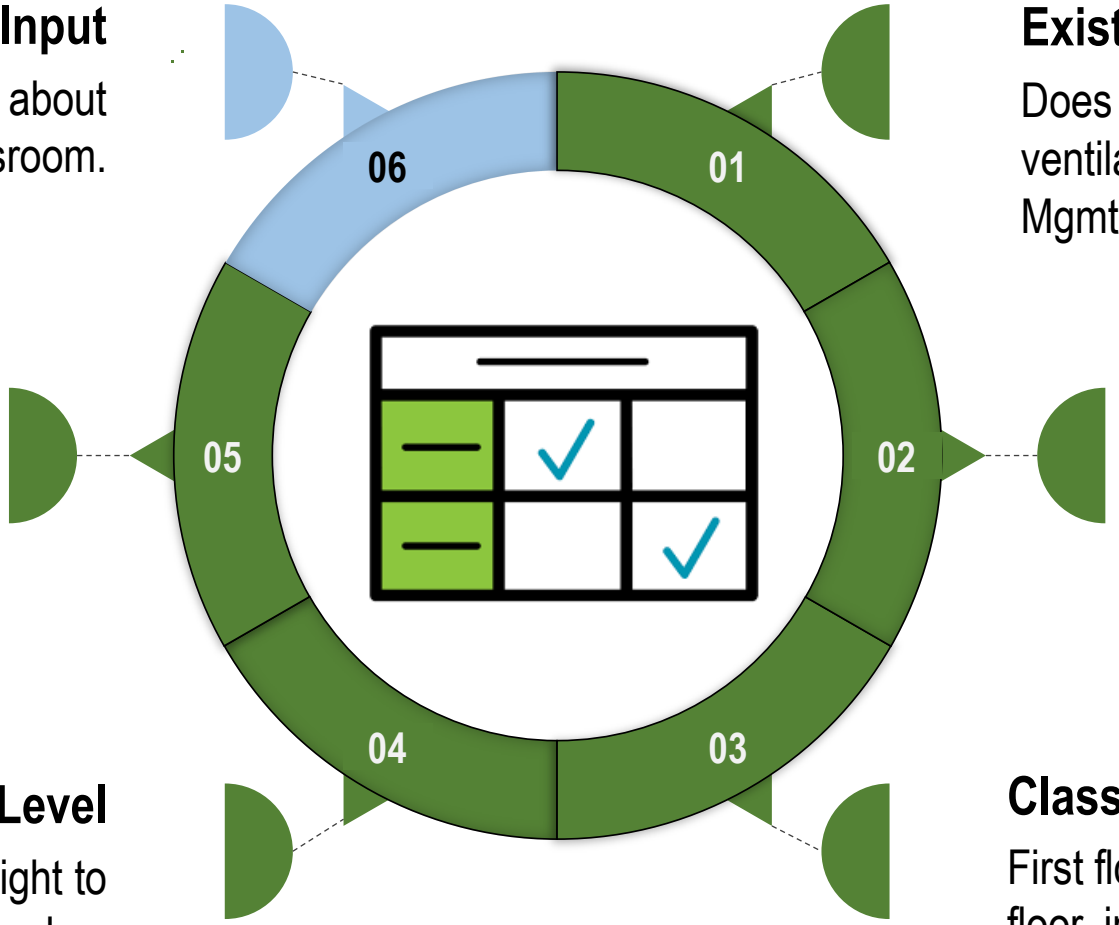
Rubric

Site Input

Other unique factors about a classroom.

Existing Setup

Does room have cooling, ventilation, Energy Mgmt. System, etc?



Classroom Usage

Regular classroom or pullout services .

Sun Exposure

Duration of daily sun exposure

Grade Level

More weight to lower grades.

Classroom Location

First floor, second floor, third floor, interior classroom

Evaluation Criteria

Criteria	Impacted *(Score: 4)*	Affected *(Score: 3)*	Neutral *(Score: 2)*	Not Affected *(Score: 1)*
1 - Sun Exposure	Full sun exposure on windows for >8 hours of the hours of instruction	Full sun exposure on windows for 6-8 hours of the hours of instruction	Full sun exposure on windows for 4-5 hours of the hours of instruction	Full sun exposure on windows for 2-3 hours of the hours of instruction
2 - Classroom Location	3rd Floor Classroom	2nd Floor Classroom	Interior Classroom (No Windows)	1st Floor Classroom
3 - Mechanical Equipment	No Ventilation Provided	Heat Only Ventilation with no EMS Control	Heat Only Ventilation with EMS Control	Cooling provided
4 - Classroom Use	Full School Day Use	Partial Day Use	Breakout Room Use Only	Unused Classroom
5 - Grade Level	Grade TK-3	Grade 4-5	Grade 6-8	Grade 9-12
6 - Site Input	Primary Concern	Secondary Concern	Negligible	No Concern

Applying Weighted Rubrics to Data

- Apply scores based on rubric and calculate weighted scores
- Use rubric scores to rank classrooms
- Use the ranking to:
  - Prioritize classrooms
  - Develop a multi-year implementation plan
  - Order of installation, and
  - Choice of system

Site	Rm#	Grade	2nd Floor	Sun Start	Sun Stop	# Hours	Step #1 (Sun Exposure)	Step #2 (Classroom Location	Step #3 (mechanical Equipment	Step #4 (Classroom Use)	Step #5 (Grade Level)	Step Totals	Divisor	Grade
Bay Farm	201	3	No	0	0	0.00	0	1	2	4	4	11	20	55%
Bay Farm	202	2	No	11	16	5.00	2	1	2	4	4	13	20	65%
Bay Farm	203	3	No	8	16	8.00	4	1	2	4	4	15	20	75%
Bay Farm	204	3	No	7	16	9.00	4	1	2	4	4	15	20	75%
Bay Farm	205	2	No	7	13	6.00	3	1	2	4	4	14	20	70%
Bay Farm	301	4	No	14.5	15	0.50	0	1	2	4	3	10	20	50%
Bay Farm	302	5	No	10	15	5.00	2	1	2	4	3	12	20	60%
Bay Farm	304	5	No	8	15	7.00	3	1	2	4	3	13	20	65%
Bay Farm	310	4	No	8	15	7.00	3	1	2	4	3	13	20	65%
Bay Farm	312	4/5	No	8	11	3.00	1	1	2	4	3	11	20	55%
Bay Farm	701	TBD	No	9	12	3.00	0	0	0	0	0	0	20	0%
Bay Farm	702	Pullout	No	9	12	3.00	0	0	0	0	0	0	20	0%
Bay Farm	703	TBD	No	9	15	6.00	0	0	0	0	0	0	20	0%
Bay Farm	704	Music	No	9	15	6.00	0	0	0	0	0	0	20	0%
Bay Farm	MEDIA	Media Center	No	7	11	4.00	2	1	2	1	0	6	20	30%
Bay Farm	P1	Pullout	No	12	15	3.00	0	0	0	0	0	0	20	0%
Bay Farm	P10	After School	No	7	15	8.00	0	0	0	0	0	0	20	0%
Bay Farm	P2	1	No	12	15	3.00	0	0	0	0	0	0	20	0%

For illustration only

Phase Zero – Winter/Spring 2025

Objective

- Test and evaluate various cooling solutions
- Collect data on cost, effectiveness, and installation challenges

Funding

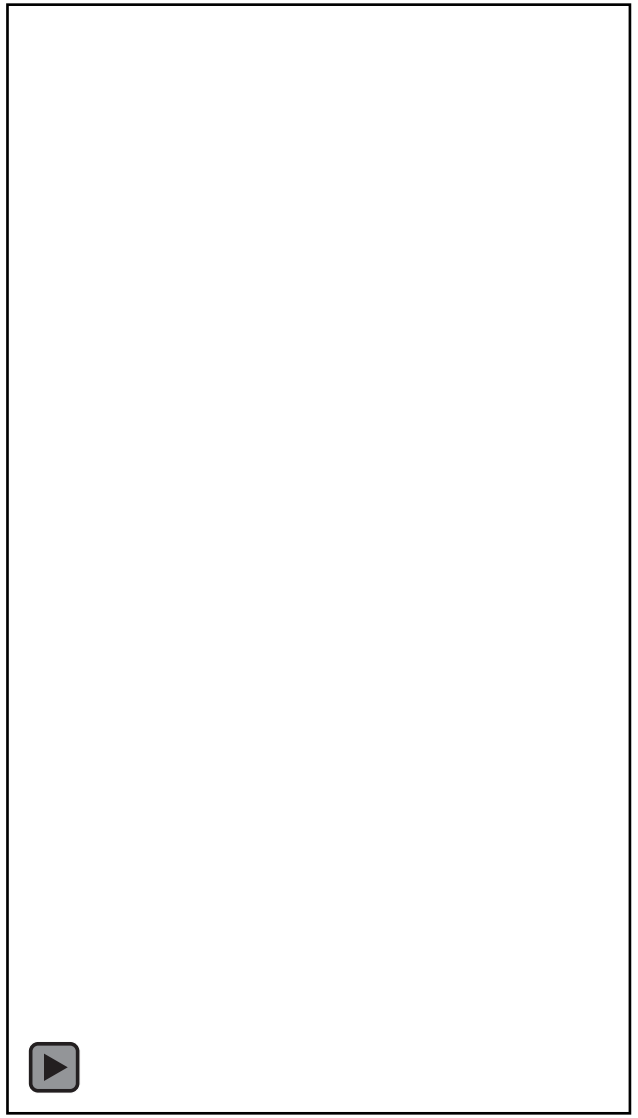
Approximately $120K

Includes

- Maya Lin – Fans on first and second floor facing south (Taylor Avenue)
- Paden – Fans on second floor facing south (blacktop)
- Alameda High – Fans in two classrooms in Building “E”
- Franklin – Split level air conditioner in one classroom
- Maya Lin – Window tinting in two classrooms

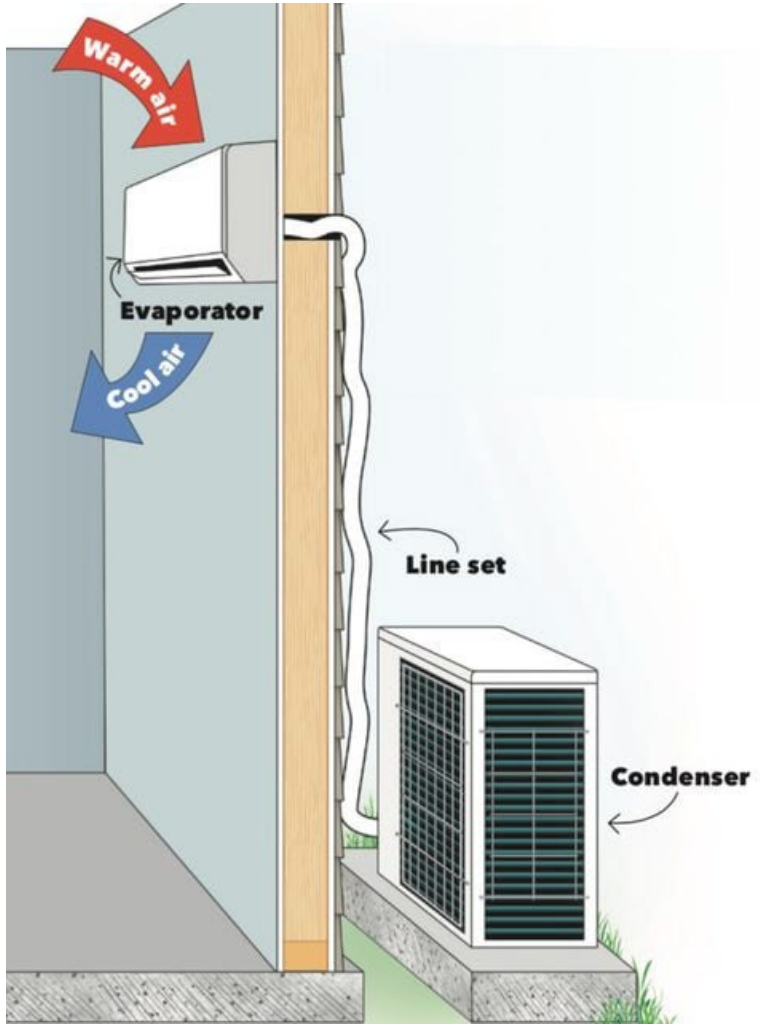
Equipment Details - Fans

- Four fan setup
- Approximate cost $3,000 - $3,500 per classroom
  - Installed by district staff
    - May require adjustment in existing trade work
  - Cost will double if installed by a contractor
- Most classrooms have enough power
  - Price does not include electric service upgrades, if needed
- No architect involvement or DSA approval



Equipment Details – Air Conditioning

- Ductless Split-level air conditioning unit
  - Outdoor unit that requires electric power
  - Inside unit that needs to connect with the outdoor unit
- May involve hiring an architect or DSA approval in select cases
- Cost per installation: Approximately $26K
  - Unit Cost: $6K
  - Installation by a contractor: Up to $20K
  - Does not include electric service upgrades
  - Does not include roof reinforcement
- Recent air conditioning of twelve ACDC classrooms with electric service upgrade was approximately $4 million

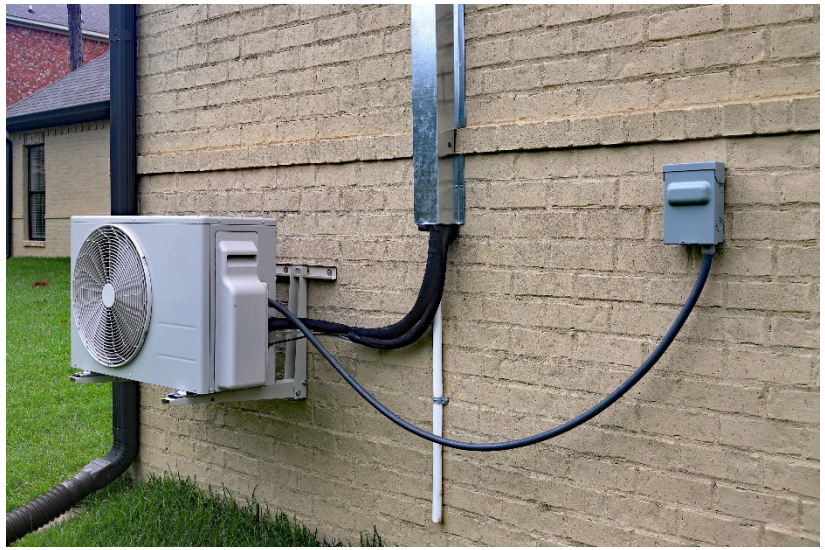


Equipment Details – Air Conditioning Installation Examples











Spreading Over Multiple Years

Phase	Score	Before
Phase 0	Over 80%	Summer 2025
Phase I	70% to 80%	Summer 2026
Phase II	60% to 70%	Summer 2027
Phase III	45% to 60%	Summer 2028
Phase IV	Less than 45%	Summer 2029

Applying Weighted Rubrics to Data

Phase	Phase 0	Phase I	Phase II	Phase III	Phase IV	Total
Score	Over 80%	70% to 80%	60% to 70%	45% to 60%	Less than 45%	
Before	Summer 2025	Summer 2026	Summer 2027	Summer 2028	Summer 2029	
Alameda High, Bldg A, B, and E			3	10	19	32
Bay Farm		3	5	9	1	18
Earhart			3	16	6	25
Edison		5	4	4	2	15
Encinal Jr/Sr				15	28	43
Franklin		5	3	1	1	10
Island		4	4			8
May Lin	7	4	7	5	3	26
Paden	2	7	3	5	4	21
Total	**9**	**28**	**32**	**65**	**64**	**198**
Fans	**0%**	**30%**	**70%**	**100%**	**100%**	
AC	**100%**	**70%**	**30%**	**0%**	**0%**	
Fans	$ -	$ 29,400	$ 78,400	$ 227,500	$ 224,000	
AC*	$ 225,000	$ 490,000	$ 240,000	$ -	$ -	
Total	**$ 225,000**	**$ 519,400**	**$ 318,400**	**$ 227,500**	**$ 224,000**	**$ 1,514,300**

*Does not include upgrades to electric service

Applying Weighted Rubrics to Data

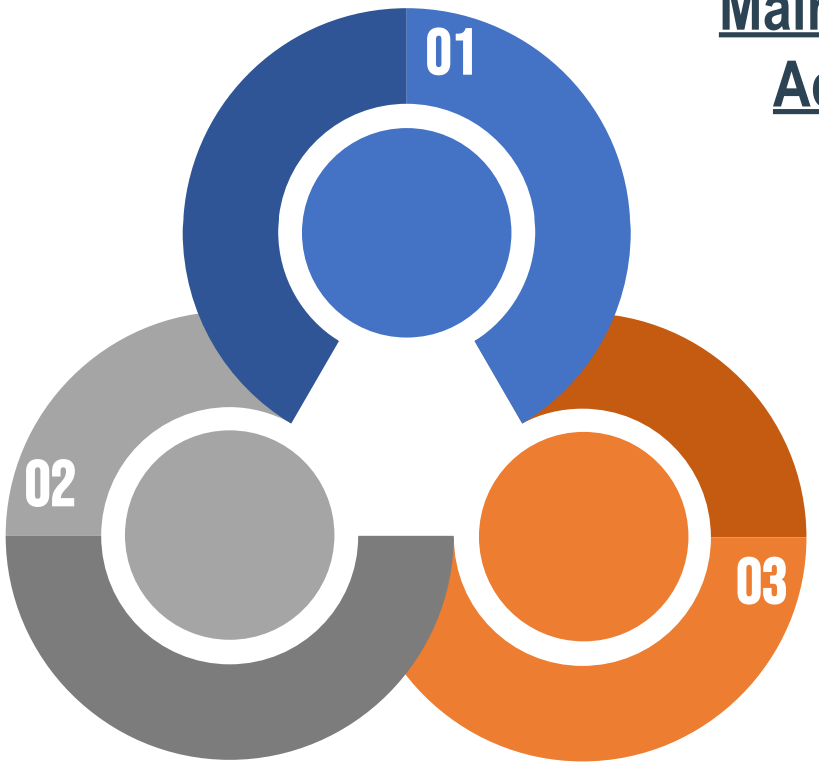
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Score	Over 80%	70% to 80%	60% to 70%	45% to 60%	Less than 45%	
Before	Summer 2025	Summer 2026	Summer 2027	Summer 2028	Summer 2029	
Alameda High, Bldg A, B, and E			3	10	19	32
Bay Farm		3	5	9	1	18
Earhart			3	16	6	25
Edison		5	4	4	2	15
Encinal Jr/Sr				15	28	43
Franklin		5	3	1	1	10
Island		4	4			8
May Lin	7	4	7	5	3	26
Paden	2	7	3	5	4	21
Total	**9**	**28**	**32**	**65**	**64**	**198**
Fans	**100%**	**100%**	**100%**	**100%**	**100%**	
AC						
Fans	$ 31,500	$ 98,000	$ 112,000	$ 227,500	$ 224,000	
AC*	$ -	$ -	$ -	$ -	$ -	
Total	**$ 31,500**	**$ 98,000**	**$ 112,000**	**$ 227,500**	**$ 224,000**	**$ 693,000**

*Does not include upgrades to electric service

Funding for Cooling Projects

Absorb in existing budgets

Maintenance Account



Unrestricted General Fund

Bond/Construction Funds

MYP Deficit – One-Time Funds Being Spent Over Multiple Years

- Revenue is part of fund balance
- Expenditures over multiple years
- Original estimate for 24-25 was $850K in one-time expenditures phasing out at the end of 24-25
  - *Extended with one-time grant of $1.4M
- Phasing out of one-time positions:
  - 25-26 $40K
  - 26-27 $483K
  - 27-28 $1.5M
  - 28-29 $485K
  - 29-30 $175K

Description	24-25	25-26	26-27	27-28	28-29
Academic Counselors *					
Expanded Mental Health Services *					
Stipends for Elementary Math					
TSA - Student Support *					
Program Manager IL *					
Collaboration					
Additional Site Support for SPED					
Additional Site Support					
Developing Literacy Framework					
Multiyear Tutoring Pool					
Teacher - Arts at Maya Lin					
Compliance Coordinator - Ed. Services					
Mentor - Equity Office *					
Wellness Liaison *					
Additional Campus Security					
TSA - Teacher Induction					
TSA - TK Support*					
TSA - SPED					
AVID					

Facilitation around greening projects

- Facilitator to engage a diverse group of partners
  - Teachers and administrators
  - Maintenance and construction Staff
  - Students and parents
- Someone who knows DSA, schools, fire dept etc.
- Approximate cost: $50K
- Recommending to not contract with a facilitator.
  - Currently working with a small group of volunteers on a limited scale



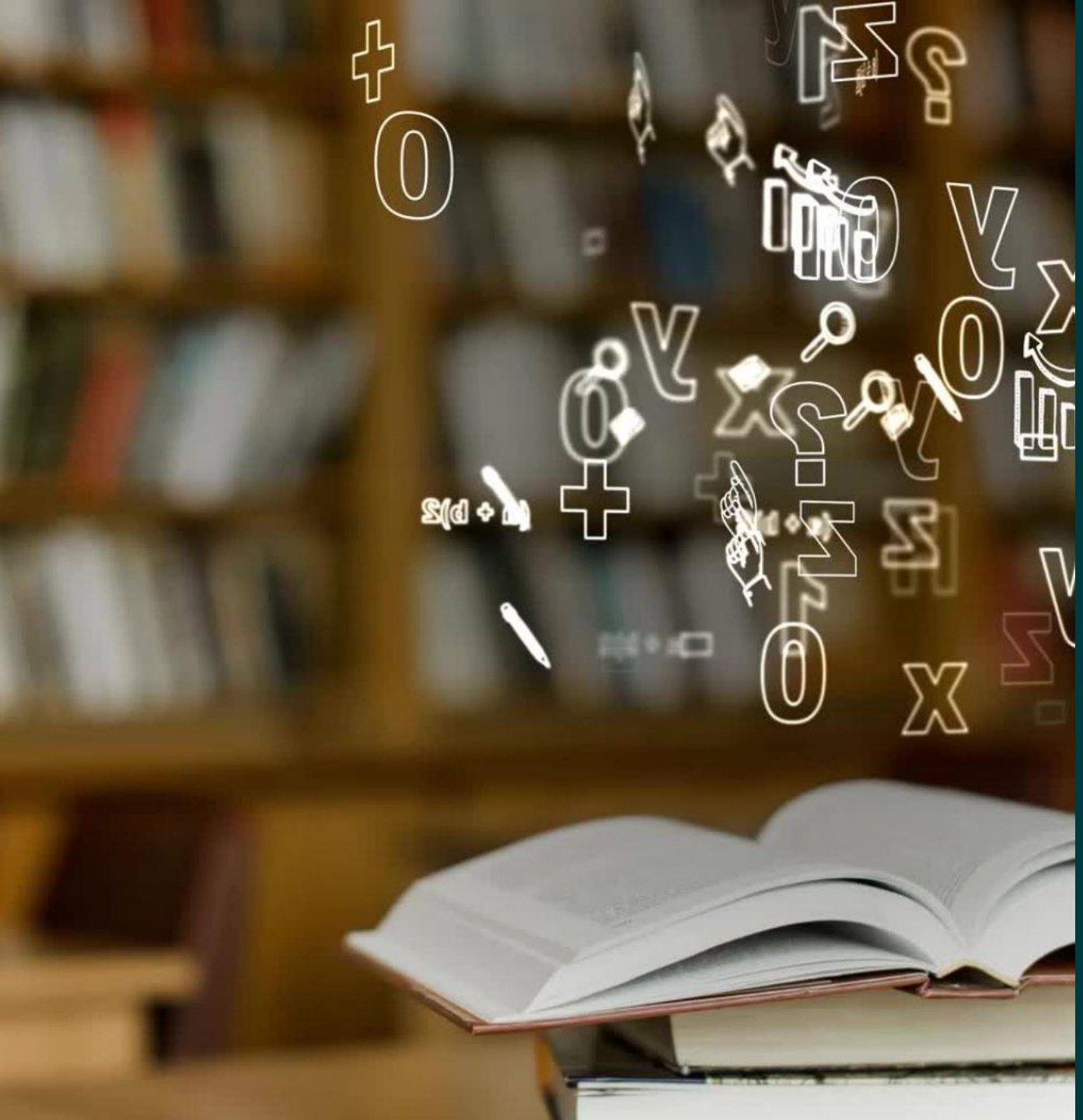
Board Discussion & Questions

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Federal Policy and Direction in Education: Current Considerations for AUSD (10 Mins/Information)
Item Type:	Information
Background:	Superintendent Scuderi will briefly update the Board on three areas of federal policy or direction and their current projected impact on AUSD. Those areas include: • Immigration, • Federal Funding, and • The recent Supreme Court decision in the case of Mahmoud vs. Taylor.
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	This item is presented for information only.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.
Submitted By:	Pasquale Scuderi, Superintendent

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Federal Policy and Direction in Education: Current Considerations for AUSD Presentation	8/8/2025	Presentation



FEDERAL POLICY AND DIRECTION IN EDUCATION: CURRENT CONSIDERATIONS FOR AUSD

Pasquale Scuderi, Superintendent

Alameda Unified School District

AUSD ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

ISSUES/AREAS

1. Immigration Enforcement
2. Federal Funding
3. Supreme Court Decision: Mahmoud vs. Taylor





IMMIGRATION ENFORCEMENT AND INQUIRIES AT SCHOOLS

1. Only permitted with valid judicial warrant (no outside agency can gain access without one)
2. No knowledge of a valid judicial warrant for a school-based action or inquiry statewide
3. AUSD has a protocol and a process (school staff immediately hands off to exec team and legal counsel)



FEDERAL FUNDING

June 25, 2025: White House releases "frozen" federal funds; about $400k to AUSD

July 31, 2025: Senate Appropriations Subcommittee *rejects* administration's proposed cuts. Chose to maintain and even increase some program funding levels.

SUPREME COURT DECISION: MAHMOUD VS. TAYLOR

June 27, 2025

- Ruling states the districts must provide opt-outs for families who believe that specific curriculum places a "substantial burden" on their parental religious rights

- In this case the content was LGBTQ+ storybooks



SUPREME COURT DECISION: MAHMOUD VS. TAYLOR

WHAT THE CASE DOES NOT DO:

- Does NOT require districts to remove inclusive materials (including LGBTQ+ content) from pour curriculum and libraries

- Does NOT require districts to provide an opt-out process for all content parents/people may find objectionable



SUPREME COURT DECISION: MAHMOUD VS. TAYLOR

UNRESOLVED OR UNDER REVIEW:

- What specific materials or formats trigger opt-outs?
- What does "substantial burden" mean?
- How much advance notice? How is it provided?
- How will schools manage frequent or varied requests for opt outs?
- How do we manage this process and not stigmatize or marginalize students?



SUPREME COURT DECISION: MAHMOUD VS. TAYLOR

WHAT THIS MEANS FOR AUSD NOW:

- We will continue to offer LGBTQ+-themed books in our libraries and curriculum
- We will continue to include the contributions, history, stories, and accomplishments of the LGBTQ+ community in our broader instructional approach
- Legal guidance and policy review will shape our approach and obligations in the coming months
- Remain committed to full inclusion, understanding, and empathy for all of our stakeholders, including our LGBTQ+ students and families

