AGENDA

OPEN SESSION – 3:30 p.m., Community Room

ORDER OF BUSINESS
1. Call to Order
2. Announcements
   In accordance with California Government Code Section 54950 and following, the various matters to be considered in Closed Session today will be announced.
3. Public comments on items listed on the Closed Session agenda.

CLOSED SESSION – Community Room
4. Student Discipline Matters Pursuant to CA Education Code Section 48900 and following
5. Confidential Student Matters Pursuant to CA Education Code Section 35146
6. Public Employee Discipline/Dismissal/Release
7. Public Employee Performance Evaluation: Superintendent of Schools
8. Public Employee Appointment: Elementary School Principal, Elementary School Assistant Principal, Middle/K-8 School Principal, Middle/K-8 School Assistant Principal, High School Principal, High School Assistant Principal, High School Vice Principal, Head Counselor, Director, Assistant Director, Program Specialist, Program Administrator, Administrative Assistant
9. Conference with Legal Counsel--Anticipated Litigation
   Initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Government Code Section 54956.9 (Number of cases: 1)
   Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9 (Number of cases: 3)
10. Conference with Legal Counsel--Existing Litigation
    Pursuant to paragraph (1) of subdivision (d) of CA Government Code Section 54956.9, Case Nos. LBI 1601989, 1602387, 2:19-cv-01139, 2019070907, 19-CV-02958-DSF, 2019070144, BC697290, 010838, 020671, 040204, 05A04000155, 06A04000582, 13520691, 14552187, 16610765 and 18715271
11. Conference with Labor Negotiators pursuant to Government Code sections 3549.1 and 54957.6(a)
    Agency designated representative: Steve Rockenbach
    Employee Organization(s): CSEA and TALB
12. Hearing of Complaints or Charges Brought Against an Employee by Another Person or Employee Pursuant to Government Code Section 54957 for the following positions: Classroom Teachers, School Site Administrators, School Site Classified Employees. (Subject to 24 Hour Prior Notice to the Employee. This item may be heard in open session during this time period should the employee so choose pursuant to Section 54957.)

OPEN SESSION – 5:00 p.m., Community Room

ORDER OF BUSINESS
13. Pledge of Allegiance and Call to Order
14. In accordance with California Government Code Section 54957.7, the reports required of 54957.1 regarding actions taken in Closed Session will be made in writing at this time. The written report forms will continue to be made available upon request to the Assistant Secretary of the Board of Education.

15. Public Hearing None Information

16. Call for Agenda Items for Separate Action/Adoption of the Agenda as Posted Action

17. Approval of Minutes November 4, 2020 Action

18. Communications Recognition of Retiring Board of Education Members Information

19. Public Testimony on Items Listed on Agenda (3 mins./Person, limit of 30 minutes – if translation is needed, time is doubled)

20. Public Testimony on Items Not Listed on Agenda (3 mins./Person, limit of 30 minutes – if translation is needed, time is doubled)

21. Staff Report None Information

22. Business Items Action Items
   Personnel Action
   Finance Report A Action
   Finance Report B Action
   Business Department Report Action
   Purchasing & Contracts Report Action

23. Other Items Superintendent Items
   Student Discipline Action

24. Unfinished Business None Information/Action

25. New Business California School Employees Association Action
   (CSEA) COVID-19 School Opening Memorandum of Understanding
   Board Policy 1312.3, Uniform Complaint Procedures Action
   Board Policy P 5145.7, Sexual Harassment Action
   Board Policy 6146.1, High School Graduation Requirements Action
   Equity Policy Development Update Information/Action
26. Report of Board Members
   Information

27. Superintendent’s Report
   Information

28. Announcements
   Information

29. Adjournment & Setting of Next Meeting
   The next regular business meeting will be held on **WEDNESDAY, DECEMBER 2, 2020.**

ACCESS TO PUBLIC DOCUMENTS
Public records related to the open session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the Board of Education Office at 1515 Hughes Way, Long Beach, CA 90810, during regular business hours (8:00 a.m. to 4:30 p.m.).

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY
Any individual with a disability who requires reasonable accommodation to participate in a Board meeting may request assistance by contacting the Board of Education Office, 1515 Hughes Way, Long Beach, CA 90810; telephone: (562) 997-8240.
The following employees are retiring after many years of loyal service to the district. The Superintendent recommends that letters of appreciation be written to them in recognition of their service.

1. **Certificated Personnel**

It is recommended that the certificated personnel transactions indicated on the personnel report be approved as listed.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Location</th>
<th>Years of Service</th>
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</thead>
<tbody>
<tr>
<td>Denmark-Alves, Ta'Juanna</td>
<td>Teacher</td>
<td>Poly</td>
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2. **Classified Personnel**

It is recommended that the classified personnel transactions indicated on the personnel report be approved as listed.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Location</th>
<th>Years of Service</th>
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<tbody>
<tr>
<td>Castillo, Norma I</td>
<td>Prod Center Spv</td>
<td>Nutr Svcs</td>
<td>24</td>
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<tr>
<td>Chipman-Marquez, Karen L</td>
<td>Inst Aide-Spec</td>
<td>Tincher</td>
<td>22</td>
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<td>Collins, Roman</td>
<td>AC &amp; Ref Tech</td>
<td>Maintenance</td>
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<td>Kaiser, Ronald</td>
<td>Hvy Truck Driver</td>
<td>Transportation</td>
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<td>Periman, Karen L</td>
<td>Admin Sec</td>
<td>Sch Safety</td>
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<td>Randle, Claudia</td>
<td>IA-Spec</td>
<td>Tucker</td>
<td>22</td>
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<td>Roman, Beth</td>
<td>Nutr Svcs Spv II</td>
<td>Muir</td>
<td>20</td>
</tr>
</tbody>
</table>
The Assistant Superintendent of Human Resource Services recommends the following proposed actions for Board approval subject to requirements of California law:

**APPOINTMENTS TO**

- Le, Lauren Special Contract Teacher N-Poly
- Bass, Angela Contract Consultant N-OSSS

Subject to separation if no substitute service for the school year:

- Arend, Georgiana Day to Day Substitute Teacher
- Ballard, Larissa
- Bennett, Maya
- Benton, Natalie
- Brooks, Melissa
- Carey, Gilbert
- Edwards, Douglas
- Gogue, Torei
- Gomez, Sabrina
- Katsui, Justina
- Limon, Sarah
- McLaughlin, Brigid
- Montes, Jerry
- Nakasuji, Amanda
- Pollard, James
- Polmanteer, Zachary
- Rand, Lauren
- Rin, Monica
- Thies, Stacy
- Winzeler, Sidney
- Wohlfield, Taylor

**INSERVICE CHANGES**

- Romo, Paul Special Contract Teacher Waiver: CCSD
- Avila, Deborah Additional Service – Additional Hourly
- Bass, Angela
- Cornejo, Cheryl
- Dunn Cooper, Stephanie
- Ho-Ching, Tiffany
- Johnson-Agulto, Kimberly
### INSERVICE CHANGES

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
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<td>Additional Service – Additional Hourly</td>
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<td>Puth, Vincent</td>
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<td>Steinhauser, Edward</td>
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### LEAVES OF ABSENCE

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<td>Brown, Lauren</td>
<td>Teacher Holmes</td>
<td>12/15/20 to 04/01/21</td>
<td>Other</td>
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<td>Chu, Jennifer</td>
<td>Teacher Roosevelt</td>
<td>12/02/20 to 06/16/21</td>
<td>Other</td>
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<td>Orewyler, Mary</td>
<td>Teacher Cleveland</td>
<td>07/01/20 to 10/01/23</td>
<td>Disability</td>
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<td>Other</td>
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<td>E 0053078 4</td>
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<td>E 0041141 3</td>
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### RETIREMENTS

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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Denmark-Alves, Ta’Juanna</td>
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<td>08/30/13</td>
<td>11/14/20</td>
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</tbody>
</table>
The Assistant Superintendent, of Human Resource Services, recommends the following proposed actions for Board approval subject to requirements of California law:

**APPOINTMENTS TO**

**Classified - Probationary**

- Baker, Griffin S  
  Rec Aide-Kids’ Club  
  N-Prisk Kids’ Club
- Gutierrez, Juana  
  Custodian  
  N-Edison
- Medel, Kelly  
  Inter Office Asst Bl Sp  
  P-Head Start
- Munoz, Veronica  
  Office Asst Bl Sp  
  N-CDC
- Ortiz, Jessica  
  Inter Office Asst Bl Sp  
  N-Whittier

Subject to separation if no substitute service for the school year

- Duenez, Danny  
  Day to Day Substitute Custodian
- Galaviz, Samantha  
  “”

**Exempt**

- Meas, Rorttyra  
  DOR-TPP Student
- Johnson, Cheyenne E  
  “”
- Bolanos-Lopez, Katie A  
  Workability Student

**Exempt**

In Accordance with California Code of Regulations, Title 5, Section 5593:

- Mosack, Max R  
  Instructor Athletics (HS)
- Tolentino, Samantha F  
  “”
APPOINTMENTS

TO

Exempt

College Student Aide

As needed, not to exceed 18 hours per week, with no authorization to work during the intersession & winter/spring break, subject to certification.

Barron, Andrew
Cruz, Anay
Esquivel, Jesus A
Garcia, Jessica J
Gutierrez, Crystal
Insuasti, Brandon A
Insuasti, Ramiro A
Lopez Arias, Jose A
Maya, Daniela
Park, Sunhu
Salas, Sofia L
Santos, Vivian M
Schettini, Daniel F
Soriano, Denise R
Williams, Jade

Exempt

College Student Aide Kids’ Club

As needed, not to exceed 18 hours per week, with no authorization to work during the intersession & winter/spring break, subject to certification.

Garcia, Aryanna G
Gonzales, Sharnyle D
Guerra Duarte, Ivana N
Guertin, Meaghan E
Morales, Kainoa R
## LEAVES OF ABSENCE

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<thead>
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<td>Dillon, Candace L</td>
<td>Child Care Wkr Burbank</td>
<td>11/30/20 to 01/28/21 Other</td>
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<td>Habib, Claire</td>
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<td>11/30/20 to 01/27/21 Other</td>
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<td>Leon, Marta</td>
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<td>11/03/20 to 11/25/20 Other</td>
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<td>Perez, Samantha H</td>
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<td>08/31/20 to 03/19/21 Other</td>
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<td>09/08/20 to 10/05/20 Other</td>
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<td>Rodgers, Melissa</td>
<td>IA-Spec Roosevelt</td>
<td>09/01/20 to 11/30/20 Other</td>
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<td>Rubio, Delia</td>
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<td>11/10/20 to 11/30/20 Rest and Recuperation</td>
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<td>11/17/20 to 11/20/20 Other</td>
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<td>Solis Jr., Enrique</td>
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<td>11/10/20 to 05/10/21 Other</td>
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<td>Soto, Xavier F</td>
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<td>11/23/20 to 11/25/20 Other</td>
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<td>Thompson, Kenyetta L</td>
<td>Health Asst Nurs Svcs</td>
<td>11/06/20 to 01/28/21 Other</td>
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<td>Wilson, Sofia I</td>
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<td>08/31/20 to 06/16/21 Other</td>
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<td>Wright, Latisha R</td>
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<td>Yoguez, Abbigayle</td>
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<td>11/08/20 to 11/30/20 Other</td>
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<td>E 0035818 6</td>
<td>Elem Sch Office Spv Barton</td>
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## LEAVES OF ABSENCE

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<th>Position / Department</th>
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## SEPARATION – DECEASED

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<tr>
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<tbody>
<tr>
<td>Thompson, Keith C</td>
<td>Campus Sec Officer</td>
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# RESIGNATIONS (BOARD POLICY 4117.2)

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<tr>
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# RETIREMENTS

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<tr>
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## Classified and Exempt

### RETIREMENTS

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<td>Kaiser, Ronald</td>
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<td>Periman, Karen L</td>
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<td>Randle, Claudia</td>
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<td>Roman, Beth</td>
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<td>12/30/20</td>
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### ABOLISHMENTS: LACK OF WORK / LACK OF FUNDS  
(Education Code Sections 45117, 45261, 45298, 45308)

<table>
<thead>
<tr>
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<th>DATE OF EMPLOYMENT</th>
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<tbody>
<tr>
<td>Recreation Aide</td>
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### AMENDMENTS

11/04/20 BA Amend Last Name for E 0056215 9 from Polh, Sara to Pohl, Sara.

10/21/20 BA Amend EFMLA Leave of Absence End Date for E 0010203 8 from 11/30/20 to 11/19/20.

### RESCISSIONS

10/21/20 BA Rescind Dismissal for E 0067003 5.

09/16/20 BA Rescind Leave of Absence for Daniels II, Willie 09/01/20 to 01/01/21.
CONSENT ITEM

BOARD OF EDUCATION
LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT: Finance Report A

Enclosures

CATEGORY: Business Items
Fiscal Services

Reason for Board Consideration:
Action

Date: November 18, 2020

1. Ratify Salary Warrants issued on October 30, 2020 and transfer of funds to Payroll Clearance Fund to cover deductions as follows:

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$44,229,580.46</td>
</tr>
<tr>
<td>Adult Education Fund</td>
<td>110,375.38</td>
</tr>
<tr>
<td>Child Development Fund</td>
<td>1,756,853.83</td>
</tr>
<tr>
<td>Cafeteria Special Revenue Fund</td>
<td>1,103,819.38</td>
</tr>
<tr>
<td>Building Fund</td>
<td>136,165.64</td>
</tr>
<tr>
<td>Self Insurance Fund</td>
<td>12,808.52</td>
</tr>
<tr>
<td>Salary Advance</td>
<td>3,989,165.00</td>
</tr>
</tbody>
</table>

TOTAL SALARY WARRANTS ISSUED.................................................. $ 51,338,768.21

2. Ratify Salary Refund Warrants Issued on October 30, 2020 as follows:

TOTAL PAYROLL CLEARANCE FUND WARRANTS ISSUED......................... $ 1,108.97

3. Ratify the execution and issuance of the warrants included in the following listing. Individual warrant listings are included in the agenda and available under separate cover.

<table>
<thead>
<tr>
<th>Date</th>
<th>Warrant Numbers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/14/20</td>
<td>F58656 - F58717</td>
<td></td>
</tr>
<tr>
<td>10/16/20</td>
<td>00555135-00555151</td>
<td>10/23/20</td>
</tr>
<tr>
<td>10/16/20</td>
<td>26078368-26078409</td>
<td>10/23/20</td>
</tr>
<tr>
<td>10/19/20</td>
<td>26079699-26079775</td>
<td>10/23/20</td>
</tr>
<tr>
<td>10/20/20</td>
<td>0055565</td>
<td>10/26/20</td>
</tr>
<tr>
<td>10/20/20</td>
<td>26083040-26083078</td>
<td>10/26/20</td>
</tr>
<tr>
<td>10/21/20</td>
<td>00555730-00555756</td>
<td>10/27/20</td>
</tr>
<tr>
<td>10/21/20</td>
<td>26084426-26084461</td>
<td>10/27/20</td>
</tr>
<tr>
<td>10/22/20</td>
<td>00556012-00556024</td>
<td>10/28/20</td>
</tr>
<tr>
<td>10/22/20</td>
<td>26085880-26085926</td>
<td>10/29/20</td>
</tr>
<tr>
<td>10/22/20</td>
<td>26085928-26085945</td>
<td>10/29/20</td>
</tr>
</tbody>
</table>
Funds

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$9,229,361.42</td>
</tr>
<tr>
<td>Adult Education Fund</td>
<td>10,918.59</td>
</tr>
<tr>
<td>Child Development Fund</td>
<td>243,314.48</td>
</tr>
<tr>
<td>Cafeteria Special Revenue Fund</td>
<td>988,775.87</td>
</tr>
<tr>
<td>Building Fund</td>
<td>2,626,842.51</td>
</tr>
<tr>
<td>Self-Insurance Fund</td>
<td>2,883,860.12</td>
</tr>
<tr>
<td>Warrant/Pass through Fund</td>
<td>80,736.84</td>
</tr>
</tbody>
</table>

TOTAL WARRANTS ISSUED: $16,063,809.83

Recommendation

Approve/Ratify the above listed items.

Approved: Yumi Takahashi
Approved and Recommended: Dr. Jill A. Baker

Chief Business and Financial Officer
Superintendent of Schools

November 18, 2020
1. Ratify the execution and issuance of the warrants included in the following listing. Individual warrant listings are included in the agenda and available under separate cover.

   10/22/20  26085927, 26085946
   10/23/20  26087474

   General Fund                  $   24,937.50
   Building Fund                 1,037,031.62

   TOTAL WARRANTS ISSUED          $ 1,061,969.12

Recommendation:

   Approve/Ratify the above listed items.

Approved:  

Yumi Takahashi
Chief Business and Financial Officer

Approved and Recommended:

Dr. Jill A. Baker
Superintendent of Schools
CONSENT ITEM

BOARD OF EDUCATION
LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT: Business Department Report

Enclosures

CATEGORY: Business Items
Reason for Board Consideration: Action

Business Department
Date November 18, 2020

Accept Gifts: Accept the following gifts to the District:

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Donor</th>
<th>Gift</th>
<th>Purpose</th>
<th>Amount or Amount Est. by Donor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CAMS</td>
<td>Norris Foundation</td>
<td>Monetary</td>
<td>For the benefit of the Robotics program.</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2. EPHS</td>
<td>Toyo Tire USA Corp.</td>
<td>Monetary</td>
<td>For the benefit of the students and staff.</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>3. Longfellow</td>
<td>Longfellow PTA</td>
<td>Monetary</td>
<td>Funding for KABOOM playground structure project.</td>
<td>$7,076.66</td>
</tr>
<tr>
<td>4. Music Program - OCIPD</td>
<td>Coralie Prince Piano repair supplies, parts and tools</td>
<td>For the benefit of the music program.</td>
<td>$400.00</td>
<td></td>
</tr>
<tr>
<td>5. Riley</td>
<td>Kroger</td>
<td>Monetary</td>
<td>For the benefit of the staff.</td>
<td>$135.15</td>
</tr>
<tr>
<td>6. Rogers</td>
<td>Kaiser Law Group Computer equipment</td>
<td>For the benefit of the students and staff.</td>
<td>$820.00</td>
<td></td>
</tr>
</tbody>
</table>

Gifts Total

Total amount of monetary gifts on this report: $44,711.81
Total value of non-monetary gifts on this report: $1,220.00

Reject Claims as follows:

In accordance with the procedure as established by legal counsel, reject the claim(s) presented on behalf of claimant(s) under claim number(s), in connection with incident(s) as listed below. Authorize transmittal to the District’s liability claims administrator.

<table>
<thead>
<tr>
<th>Claim Number</th>
<th>Date of Incident</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. 1597-20/21</td>
<td>2/12/2020</td>
</tr>
</tbody>
</table>
Approve Grant/Grant Proposal Item(s):

8. Approve LBUSD’s proposal for the K12 Strong Workforce Program, entitled, Increasing Industry-relevant Instruction through Teacher Externships. The proposal aims to develop a high-quality externship program in priority sectors with the following objectives: (1) Create a structured program that promotes the value of externships for teachers, students, and employers; (2) Increase teacher participation and diversity in externship activities; (3) Identify externship opportunities across all priority sector pathways; (4) Facilitate K-14 pathway teams to collaborate in externship experiences; and (5) Improve teacher pedagogical practices that increase the relevance in student learning and better prepare them to be successful in their careers and lives. The proposal seeks $206,892.

Originator: High School Office

Recommendation:

Approve the items listed above.

Approved:     Approved and Recommended:

Yumi Takahashi  Dr. Jill A. Baker
Chief Business and Financial Officer  Superintendent of Schools
CONSENT ITEM

BOARD OF EDUCATION
LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT: Purchasing & Contracts Report

Enclosures ____________________

CATEGORY: Business Items

Reason for Board Consideration Action

Purchasing & Contracts

Date November 18, 2020

Contract Report

The following contracts are submitted for approval and available upon request:

**New Agreements and Renewals - General**

1. Agreement: American National Red Cross & Its Constituent Chapters and Branches dba American Red Cross (2021-0305-00)
   Purpose: For use of District facilities and reimbursement for custodial, food, and other supplies used for disaster relief purposes.
   Term: 10/9/2020 - 6/30/2021
   Type: Renewal
   Cost: No cost to the District
   Originator: School Safety and Emergency Preparedness
   Funding Source: N/A

2. Agreement: Cooperative Personnel Services dba CPS HR Consulting (2021-0307-00)
   Purpose: To provide a Classification and Compensation Study for the Personnel Commission.
   Term: 10/26/2020 - 6/30/2021
   Type: New Agreement
   Cost: To be a maximum of $38,500
   Originator: Deputy Superintendent
   Funding Source: General Fund - LCFF

3. Agreement: Phase II Systems dba Public Agency Retirement Services (2021-0306-00)
   Purpose: To provide administrative services of the retirement plan for part-time, seasonal, and temporary employees.
   Term: 7/1/2020 - 6/30/2025
   Type: Renewal
   Cost: No cost to the District
   Originator: Risk Management Services
   Funding Source: N/A
4. Agreement: Positive Coaching Alliance (2021-0308-00)
   Purpose: To provide workshops to improve life skills, social emotional learning, and character
devolution of student athletes at various high schools throughout the District.
   Term: 11/19/2020 - 6/30/2021
   Type: New Agreement
   Cost: No cost to the District
   Originator: Deputy Superintendent
   Funding Source: N/A

5. Agreement: Marc D. Purchin dba Purchin Consulting, Inc. (2021-0303-00)
   Purpose: To provide Alternative Dispute Resolution training and support for selected Special
   Education staff.
   Term: 11/1/2020 - 6/30/2021
   Type: New Agreement
   Cost: To be maximum of $50,000
   Originator: Special Education
   Funding Source: Special Education/General Fund

* Due to COVID-19, some services listed may be provided virtually.

Amend Agreements - Facilities

6. Agreement: Fulcrum Management Solutions, Inc. (10565.01)
   Original Purpose: To provide an annual subscription for Thoughtexchange® to provide online survey
   program for Facilities matters.
   Justification: Additional services required.
   Term: Extend contract completion date from 9/30/2020 to be through 9/30/2021.
   Cost: Increase contract amount by $25,200 from $24,000, to be a maximum of $49,200.
   All other terms and conditions to remain the same.
   Originator: Facilities
   Funding Source: Building Fund

7. Agreement: PBK Architects, Inc. (10192.01K)
   Original Purpose: To provide architectural services for the Naples Elementary School HVAC project.
   Justification: Adjusted fee based on approved construction.
   Cost: Increase contract amount by $195,667.62 from $358,530.00, to be a maximum of
   $554,197.62. All other terms and conditions to remain the same.
   Originator: Facilities
   Funding Source: Building Fund

8. Agreement: Tate Snyder Kimsey Architects, Inc. (10193.01D)
   Original Purpose: To provide architectural services for the Alvarado Elementary School HVAC project.
   Justification: Adjusted fee based on approved construction.
   Cost: Increase contract amount by $107,110.07 from $711,449.72, to be a maximum of
   $818,559.79. All other terms and conditions to remain the same.
   Originator: Facilities
   Funding Source: Building Fund
**Income/Reimbursement Agreements - General**

9. **Agreement:** Harbor Freight Tools for Schools, LLC (2021-0304-00)
   **Purpose:** To provide a grant to cover the cost of preparing programs for the Skilled Trades Summers project in 2021 for selected students throughout the District.
   **Term:** 9/25/2020 - 1/15/2021
   **Type:** New Agreement
   **Income:** Estimated to be $8,000
   **Originator:** Assistant Superintendent - High Schools

10. **Agreement:** Southwest Human Development (2021-0302-00)
    **Purpose:** To reimburse the District for partial cost of the salary and benefits for a Head Start teacher working with students participating in the Educare Long Beach program.
    **Term:** 9/1/2020 - 8/31/2021
    **Type:** Renewal
    **Reimbursement:** Estimated to be $46,000
    **Originator:** Head Start

**Membership Approvals**

Authorize District Memberships

11. Approve District membership in the following organization:

    Association of California School Administrators Region XIV - Superintendents
    [Originator-Superintendent of Schools/$150]

**Purchase Orders**

Approve District Purchase Orders

12. Approve purchase orders written during the period 10/1/2020 through 10/31/2020. A detailed list of purchase orders is available upon request.

    - Contract: C067664 - C067726 $24,777,729.18
    - Regular: P201613 - P201956 $2,380,970.28
    - Stock: S836055 - S836066 $51,598.82

13. Approve Nutrition Services purchase orders written during the period 10/1/2020 through 10/31/2020. A detailed list of purchase orders is available upon request.

    - Regular: 32947 - 33007 $624,363.71

**Recommendation**

Approve and/or ratify the contracts, and take action on the bids as listed above.

Approved: Approved and Recommended:

Yumi Takahashi Dr. Jill A. Baker
Chief Business and Financial Officer Superintendent of Schools

RH/RK/et; BS/eb
SUBJECT: California School Employees Association (CSEA) School Opening Memorandum of Understanding

Enclosures: Two

CATEGORY: New Business

Reason for Board Consideration: Action

Date: November 18, 2020

BACKGROUND:

The California School Employees Association (“CSEA”), Long Beach Chapter 2, Unit A and Unit B, approached the Long Beach Unified School District (“District”) with the concept of entering into a Memorandum of Understanding (MOU) regarding the Coronavirus (COVID-19) Pandemic – School Opening Agreement. The purpose of this MOU is to provide stability during the ongoing pandemic. Both parties have entered into MOU agreements in the past. CSEA supports entering into this MOU with the District. The Long Beach Unified School District and CSEA, Long Beach Chapter 2, Unit A and Unit B, have reached consensus on the contents of the MOU.

RECOMMENDATION:

The Superintendent of Schools recommends supporting the following MOU between the Long Beach Unified School District and the California School Employees Association, Long Beach Chapter 2, Unit A and Unit B.

Prepared by:

Steven Rockenbach
Director, Employee Relations

Approved and Recommended:

Dr. Jill A. Baker
Superintendent of Schools
MEMORANDUM OF UNDERSTANDING (MOU)
Between
The Long Beach Unified School District
And
CSEA Long Beach Chapter 2 Unit A
CORONAVIRUS (COVID-19) Pandemic - School Opening Agreement
November 4, 2020

This memorandum is agreed between Long Beach Unified School District ("District") and the California School Employees Association Chapter 2 Unit A ("CSEA") concerning the impacts and effects of Opening Schools on District operations under post-COVID 19 conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

1) Staff Safety
   a. Physical Distancing: The District will maintain physical distancing standards in school facilities, grounds, and vehicles consistent with the guidelines and directives set forth by the Los Angeles County Department of Public Health (LADPH) applicable to 100% distance learning. The LADPH requirements can be found on the District’s Website under the Employee Relations Office tab.

   The District shall evaluate all workspaces to ensure that unit members maintain physical distancing to the extent reasonably possible. To this end, changes to the physical layout or grouping of people may be necessary, which may include:
   • One-way hallways
   • Face shields and face coverings for designated unit members that have ongoing contact with staff, students, and visitors
   • Rearranging office spaces and use of additional offices, classrooms, and other site facilities to provide proper spacing for staff in work spaces, breakrooms, staff rooms, and bathrooms
   • Training and professional development will be held virtually whenever possible. Should training need to occur in person, proper spacing will be provided.
   b. Handwashing and Sanitization: The District will ensure sufficient access to all necessary handwashing and hand sanitizing supplies, including soap and paper towels. It shall not be the bargaining members’ responsibility to purchase or provide any materials necessary for
handwashing or sanitizing. The District shall post proper handwashing procedures at all wash stations.

c. **Face Coverings:** All staff and students shall wear face coverings, as per LADPH requirements. The District shall provide reusable and/or disposable masks if an employee or student does not have a face covering.

d. **PPE and Hygiene:** The District shall provide protective equipment and supplies required by the LACDPH including: cleaning supplies to disinfect the school site; hand sanitizers; hand washing stations; tissues and paper towels; and face masks. The District will also provide additional personal protective equipment for work assignments that require contact with a student within less than the required physical distancing guidelines which may include gloves, face shields, and disposable gowns/aprons. Information shall be provided to staff and students on proper use, removal, and washing of cloth face coverings.

e. The District shall establish and maintain routine a “deep-cleaning” schedule as required by the LACDPH. The District shall ensure that all classrooms’, restrooms, and workplaces are cleaned and disinfected prior to the start of each school day, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using disinfectants or equivalent means, recommended by LACDPH to ensure adequate disinfection of spaces.

2) **Screening of Staff:** Bargaining unit members shall be screened prior to entering the work site consistent with LACDPH requirements, which include temperature checks, and specific screening questions of everyone entering buildings/sites throughout the district. This screening will follow district protocols developed in conjunction with LACDPH. Logs will be maintained for those exhibiting symptoms to allow for proper follow-up and wellness checks. The results of the temperature checks and answers to questions shall be kept confidential by the District. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and shall not be used to inquire into other medical conditions. Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms. The parties agree that screening shall be considered a part of the standard workday. No employee shall be required to be screened prior to their designated start time. Entry points shall be specified for each site and employees will be discouraged from entering sites at any other location. If an employee is sent home as a result of this screening process, the employee may be dismissed for the day and must adhere to LACDPH protocols regarding a return to work. Until able to return to work based on the District’s Safety Protocol, including the day they were sent home, employees may use their available leave outlined in the CSEA collective bargaining agreement (CBA) or available leave under the Families First Coronavirus Response Act.

**Screening Procedures:** Unit Members required to screen, shall be provided personal protective equipment determined appropriate by the District based on guidance from LACDPH. The site/department shall initiate a process to seek volunteers from site/department designated classification(s) prior to assigning unit members to screen. Thermometer(s) used for screening shall
be regularly calibrated. Upon verification, unit members who have underlying risk factors that put them in a high-risk group for contracting Coronavirus, as outlined by the CDC, will not be required to be screeners. The District shall implement a screening process throughout the District in compliance with LACDPH requirements.

3) **Reporting Unsafe Conditions:** A unit member may report in writing any unsafe condition in the working environment to his/her immediate supervisor. The District will respond to the unit member’s reported unsafe condition in accordance with Article X, Safety Conditions, contained in the classified collective bargaining agreement.

4) **Testing and Tracing:** The District shall provide plans for contact tracing when any on-site unit member has been in close contact with a person(s) who has tested positive for COVID-19. The District shall notify CSEA for large cases and closures. The District shall provide unit members with information on free COVID-19 testing. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

Upon notification that a unit member has been infected with COVID-19, the District shall initiate contact tracing procedures as required by the LACDPH. It is understood that privacy rights under HIPAA and CMIA will be maintained.

5) **Outside Visitors and Groups:** The District will develop a plan to limit access to school sites for parents and other visitors as required by LACDPH, which shall include:
   - Requiring parents and outside visitors to wear face coverings when entering the campus.
   - Requiring parents and outside visitors to use District-designated access point(s).
   - Requiring parents and outside visitors entering the campus to be screened consistent with LACDPH guidelines

6) **Compensation:** Unit members' compensation and benefits shall not be reduced as a result of the modified district operations, as long as full funding remains available to the district. Working remotely does not affect a unit member's status as a District Employee. This does not cover circumstances involving employee layoffs or reduction in hours. If a lay off occurs, the District will rely on the procedures set forth in the Effects of Layoff MOU negotiated with CSEA.

CSEA reserves the right to continue advocating for hazard pay outside of the School Opening MOU negotiations process.

7) **Leaves of Absence:** Unit members shall have leave rights as set forth in the CSEA collective bargaining agreement. In addition, unit members shall have access to any additional leaves as authorized under federal law, including HR 6201 in the Families First Coronavirus Act. A summary of HR 6201 is contained in the attached information provided by the U.S. Department of Labor.

**Leave Flexibility:** On a case by case basis, the District will review the needs of each employee seeking leave accommodations and allow members to flexibly apply such accrued leaves as determined
appropriate by the District or District Designee. This section does not include HR 6201 leaves. Any alternate work schedule or leave accommodation approved by the district, shall be temporary depending on the needs of the site or department as determined by the site/department administrator/supervisor.

**Other Forms of Leave:** Bargaining unit members under personal quarantine by written order of the health officer of the city or county, or district whether because of their own illness or on account of the illness of others, shall be provided a maximum of up to ten (10) days of paid leave, after utilizing available federal leave under HR6201, to quarantine without suffering a loss of pay and with no charges to their sick, PN and vacation balances. During the term of this Agreement, alleged violations of the specific terms of this section (Other Forms of Leave) shall be subject to the Grievance Procedures in Article XII of the Classified Contract and not Section T, Quarantine, in Article VIII of the Contract. General periods of district wide quarantine due to COVID-19 related events or actions declared by written order of the health officer of the city, or county, or district shall not be counted as times of personal quarantine. Any arbitration decision issued on a grievance filed under Article VIII, Section T of the Classified Contract prior to the effective date of this provision, shall not establish a precedent and the district shall be bound to apply the arbitrator’s decision only to grievant, and not to any other bargaining unit employee. This leaves provision is not precedent setting and shall expire at the end of the agreement’s term.

**Workers Compensation:** Workers’ Compensation claims shall be approved consistent with current law at the time of filing.

8) **Accommodation:** The interactive process may be applied by the District to make work safe for unit members with health conditions that may place them at high risk if infected. Such employees are referenced in the LACDPH Guidelines. As part of the interactive process, the District reserves the right to request employees to provide sufficient documentation to verify they have an underlying health condition recognized by the Centers for Disease Control (CDC) as increasing the employees’ risk of severe illness due to COVID-19.

9) **Work Hours:** Generally, unit members may be required to remain on site and perform their regular work assignments or work outside of their regular work assignments.

Where, in exceptional circumstances, unit members are not required to remain at work, they shall work at home and be subject to the direction of the District during their scheduled workday in accordance with the CSEA collective bargaining agreement.

10) **Worksite Flexibility:** Employees in the following job classifications, not assigned to sites with in person instruction - will be provided the flexibility to select an alternate work location provided they adhere to the attached Alternate Work Location Agreement.

   - Accompanist
   - Behavior Intervention Assistant (BIA)
Behavior Intervention and Coaching Specialist
Instructional Aide Classifications (IA)
Instructional Aide Special Classifications
Instructional Assistant Classifications
Sign Language Interpreter
Speech-Language Pathology Assistant (SLPA) Classifications

At Risk Employees: Unit members who have underlying risk factors that put them in a high risk group for contracting Coronavirus, as defined by the CDC, will have the option to work from an alternate location if deemed appropriate by the district through the interactive process if their duties can be completed remotely.

Notes:

In the event an aide is transferred to a site with in person instruction due to specific district needs, the Alternate Work Location Agreement would be voided. Except in the case of extenuating circumstances as determined by the district, involuntary transfers will be made in accordance with the procedure outlined in Article IX, Section 2 of the Collective Bargaining Agreement.

Avalon employees who do not reside on the Island, will have the option to report to a specific alternative site on the mainland that is designated by the district.

11) Duties: Due to the current unforeseen and unprecedented nature of the Coronavirus, the District may require some bargaining unit positions to perform duties not contained in their current job description and/or adjust their work hours. CSEA will be notified in instances where the district believes duties assigned to a unit member fall outside of the unit member’s job family. If waived by the employee, adjustment of work hours/location may not fall within the ten day contractual notice. The District and CSEA agree this is a temporary solution based on emergency circumstances and shall not be considered a waiver of CSEA’s right to negotiate the transfer of duties following the expiration of this MOU. The District and CSEA agree to meet and discuss concerns regarding employees working out of classifications, to the extent required by law.

12) Protocols: The District and CSEA agree that this MOU shall not be precedent setting or establish a past practice. The District will share, with CSEA, changes to COVID-19 guidelines and mandates received from local health authorities that affect unit members. The parties understand the coronavirus pandemic is fluid and mutually agree to review the provisions of this MOU as deemed necessary. The District and CSEA reserve the right to negotiate any additional legal mandates, within the scope of representation, directly affecting unit members during school closure caused by the coronavirus after the date of this MOU and prior to its expiration. In the event of another mandated closure, the District agrees to begin conversations to discuss re-implementing the alternative work location agreement within a reasonable time.
Should a concern arise from the enforcement of this agreement, unit members may file their concern in writing to their immediate supervisor. The unit member's supervisor will provide a written response to the unit member within ten (10) working days. In the event the issue remains unresolved, unit members may be referred to the grievance procedure outlined in the parties' collective bargaining agreement. The unit member's grievance may be processed through Level IV Arbitration of the Classified Collective Bargaining Agreement with the exception of the following MOU sections: Section 10 - Worksite Flexibility and Section 11 - Duties.

13) **Term:** This Memorandum of Understanding shall be effective November 4, 2020 and expire on June 30, 2021, or upon an order from the State or District Board requiring employees and students to return to work in a traditional school pre-Coronavirus setting and work schedule, whichever occurs first. Thereafter, this MOU may be extended by mutual written agreement of the District and CSEA.

**Approval:**

Date: ____________________  By: ____________________  
Steven Rockenbach – Director of Employee Relations & Ethics

Date: ____________________  By: ____________________  
Gilbert Bonilla Jr. – CSEA Chapter 2 President

Date: ____________________  By: ____________________  
Vaurice Scott – Unit A Vice President

Date: ____________________  By: ____________________  
Brittany Jones – CSEA Labor Representative
Alternate Work Location Agreement

<table>
<thead>
<tr>
<th>&lt;&lt;First Name&gt;&gt;</th>
<th>&lt;&lt;Last Name&gt;&gt;</th>
<th>&lt;&lt;Employee ID&gt;&gt;</th>
<th>&lt;&lt;Job Title&gt;&gt;</th>
<th>&lt;&lt;Assignment Location&gt;&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>ID</td>
<td>Title</td>
<td>Site</td>
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Alternate Work Location Employees will work from the following alternative worksite: <<Street Address>> <<City>> <<State>> <<Zip Code>> (Home Office) and must physically return to their assigned work location when students are able to return to in-person instruction.

1. The duties, obligations, responsibilities, and conditions of Alternate Work Location Employee’s employment with LBUSD are not changed by this Agreement. Alternate Work Location Employee’s salary, retirement, vacation and sick leave benefits, and insurance coverage shall remain the same.

2. Alternate Work Location Employee agrees to follow all procedures and rules when using sick leave, vacation, time off, or other leave credits. Additional hours must be approved in advance by the site administrator.

3. Alternate Work Location Employees working from home are responsible for setting aside a space in their home (Home Office) for work and ensuring that the Home Office is ergonomically sound, clean, safe, free of obstructions and hazardous materials, and compliant with appropriate building codes and health and safety requirements.

4. Alternate Work Location Employees will dress professionally and provide services during work hours in a professional environment that is safe and free from visual and audible distractions. Additionally, all reasonable efforts will be used to ensure that the space is private.

5. Alternate Work Location Employees will follow regularly scheduled hours in compliance with the collective bargaining agreement, and will provide services based on student needs. The quality of services will mirror that which is provided when working from a classroom, including the use of manipulatives and other resources, in accordance with SB 98, Education code section 43503(b). Employees may be required to report to the worksite the next school day to perform tasks and duties which cannot be completed remotely.

6. The District, upon request, will provide employees a district ChromeBook. Those choosing to work at an alternate location, will not receive additional technology for home instruction, nor will they be compensated for any additional equipment or services to work remotely. Employees opting to provide services from home understand that they must have the equipment and technology necessary to perform their job duties, such as high-speed internet, Google Voice, etc. District issued devices needing repairs must be brought to the employee’s school site for repairs.

7. It is understood that all Alternate Work Location Employees must log into their assigned digital classrooms, and
be present at all scheduled times to support students. Alternate Work Location Employees agree to be available during their assigned work hours for work related communication, including through such methods as phone, electronic mail, voicemail, instant messenger, etc., and agree to respond within three (3) hours. In the event systems go down, Alternate Work Location Employees will reach out to their assigned teacher or site administrator/designee for additional assignments including material preparation and professional development.

8. Alternate Work Location Employee agrees to maintain a safe and ergonomically sound Home Office, and to hold LBUSD harmless for injury to self or others at the Home Office. LBUSD accepts no responsibility whatsoever for the safety, security, or suitability of any alternative work site, including the Home Office. The District will have no liability or responsibility for injuries to third parties, including members of a family, which occur in a home whether working at the time of the incident or not.

9. It is understood that if the employee is the primary caregiver for children that require supervision or an adult who requires caregiving services during work hours, arrangements need to be made to ensure fidelity to work duties.

10. Outside work of any kind may not be performed by Alternate Work Location Employees during the hours Alternate Work is being paid by LBUSD and may not be performed at any time utilizing LBUSD equipment or resources.

11. Alternate Work Location Employees shall notify their site administrator 72-hours in advance of their intent to be on site.

12. Participation in remote work will be periodically reviewed by the District to determine whether the arrangement is efficient and effective for the employees and the District.

13. Working from an alternate location is completely voluntary and at the employee’s request. Failure by Alternate Work Location Employee to maintain a Home Office that is safe, ergonomically sound, and free from distraction so as not to interfere with work, as determined by LBUSD, provides cause for terminating this Agreement.

Please answer the following question.

I have everything I need in order to work from an alternate location: <<Technology>>

I have read and understand this Alternate Work Location Agreement and agree to its terms and conditions. I understand this agreement may be terminated by the District in the event any of the above conditions are violated. In these circumstances the employee must return to their work site location the next school day. In the event in-person instruction and/or assessment is phased in over time, this agreement expires for employees assigned to sites, classrooms or students brought back for in-person instruction and/or assessment.

This agreement will expire for all employees when in-person instruction with students takes place across the district or the end of the 2020-2021 school year, whichever occurs first.

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<tr>
<th>&lt;&lt;Signature&gt;&gt;</th>
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<tr>
<td>Alternate Workforce Signature</td>
<td>Date</td>
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MEMORANDUM OF UNDERSTANDING (MOU)
Between
The Long Beach Unified School District
And
CSEA Long Beach Chapter 2 Unit B
CORONAVIRUS (COVID-19) Pandemic - School Opening Agreement
November 4, 2020

This memorandum is agreed between Long Beach Unified School District ("District") and the California School Employees Association Chapter 2 Unit B ("CSEA") concerning the impacts and effects of Opening Schools on District operations under post-COVID 19 conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

1) Staff Safety
   a. Physical Distancing: The District will maintain physical distancing standards in school facilities, grounds, and vehicles consistent with the guidelines and directives set forth by the Los Angeles County Department of Public Health (LADPH) applicable to 100% distance learning. The LADPH requirements can be found on the District's Website under the Employee Relations Office tab.

   The District shall evaluate all workspaces to ensure that unit members maintain physical distancing to the extent reasonably possible. To this end, changes to the physical layout or grouping of people may be necessary, which may include:
   - One-way hallways
   - Face shields and face coverings for designated unit members that have ongoing contact with staff, students, and visitors
   - Rearranging office spaces and use of additional offices, classrooms, and other site facilities to provide proper spacing for staff in work spaces, breakrooms, staff rooms, and bathrooms
   - Training and professional development will be held virtually whenever possible. Should training need to occur in person, proper spacing will be provided.

   b. Handwashing and Sanitation: The District will ensure sufficient access to all necessary handwashing and hand sanitizing supplies, including soap and paper towels. It shall not be the bargaining members’ responsibility to purchase or provide any materials necessary for
handwashing or sanitizing. The District shall post proper handwashing procedures at all wash stations.

c. **Face Coverings:** All staff and students shall wear face coverings, as per LADPH requirements. The District shall provide reusable and/or disposable masks if an employee or student does not have a face covering.

d. **PPE and Hygiene:** The District shall provide protective equipment and supplies required by the LACDPH including: cleaning supplies to disinfect the school site; hand sanitizers; hand washing stations; tissues and paper towels; and face masks. The District will also provide additional personal protective equipment for work assignments that require contact with a student within less than the required physical distancing guidelines which may include gloves, face shields, and disposable gowns/aprons. Information shall be provided to staff and students on proper use, removal, and washing of cloth face coverings.

e. The District shall establish and maintain routine a “deep-cleaning” schedule as required by the LACDPH. The District shall ensure that all classrooms', restrooms, and workplaces are cleaned and disinfected prior to the start of each school day, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using disinfectants or equivalent means, recommended by LACDPH to ensure adequate disinfection of spaces.

2) **Screening of Staff:** Bargaining unit members shall be screened prior to entering the work site consistent with LACDPH requirements, which include temperature checks, and specific screening questions of everyone entering buildings/sites throughout the district. This screening will follow district protocols developed in conjunction with LACDPH. Logs will be maintained for those exhibiting symptoms to allow for proper follow-up and wellness checks. The results of the temperature checks and answers to questions shall be kept confidential by the District. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and shall not be used to inquire into other medical conditions. Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms. The parties agree that screening shall be considered a part of the standard workday. No employee shall be required to be screened prior to their designated start time. Entry points shall be specified for each site and employees will be discouraged from entering sites at any other location. If an employee is sent home as a result of this screening process, the employee may be dismissed for the day and must adhere to LACDPH protocols regarding a return to work. Until able to return to work based on the District’s Safety Protocol, including the day they were sent home, employees may use their available leave outlined in the CSEA collective bargaining agreement (CBA) or available leave under the Families First Coronavirus Response Act.

**Screening Procedures:** Unit Members required to screen, shall be provided personal protective equipment determined appropriate by the District based on guidance from LACDPH. The site/department shall initiate a process to seek volunteers from site/department designated classification(s) prior to assigning unit members to screen. Thermometers used for screening shall
be regularly calibrated. Upon verification, unit members who have underlying risk factors that put them in a high-risk group for contracting Coronavirus, as outlined by the CDC, will not be required to be screeners. The District shall implement a screening process throughout the District in compliance with LACDPH requirements.

3) **Reporting Unsafe Conditions:** A unit member may report in writing any unsafe condition in the working environment to his/her immediate supervisor. The District will respond to the unit member’s reported unsafe condition in accordance with Article X, Safety Conditions, contained in the classified collective bargaining agreement.

4) **Testing and Tracing:** The District shall provide plans for contact tracing when any on-site unit member has been in close contact with a person(s) who has tested positive for COVID-19. The District shall notify CSEA for large cases and closures. The District shall provide unit members with information on free COVID-19 testing. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

Upon notification that a unit member has been infected with COVID-19, the District shall initiate contact tracing procedures as required by the LACDPH. It is understood that privacy rights under HIPAA and CMIA will be maintained.

5) **Outside Visitors and Groups:** The District will develop a plan to limit access to school sites for parents and other visitors as required by LACDPH, which shall include:
   - Requiring parents and outside visitors to wear face coverings when entering the campus.
   - Requiring parents and outside visitors to use District-designated access point(s).
   - Requiring parents and outside visitors entering the campus to be screened consistent with LACDPH guidelines

6) **Compensation:** Unit members' compensation and benefits shall not be reduced as a result of the modified district operations, as long as full funding remains available to the district. Working remotely does not affect a unit member’s status as a District Employee. This does not cover circumstances involving employee layoffs or reduction in hours. If a lay off occurs, the District will rely on the procedures set forth in the Effects of Layoff MOU negotiated with CSEA.

CSEA reserves the right to continue advocating for hazard pay outside of the School Opening MOU negotiations process.

7) **Leaves of Absence:** Unit members shall have leave rights as set forth in the CSEA collective bargaining agreement. In addition, unit members shall have access to any additional leaves as authorized under federal law, including HR 6201 in the Families First Coronavirus Act. A summary of HR 6201 is contained in the attached information provided by the U.S. Department of Labor.

**Leave Flexibility:** On a case by case basis, the District will review the needs of each employee seeking leave accommodations and allow members to flexibly apply such accrued leaves as determined
appropriate by the District or District Designee. This section does not include HR 6201 leaves. Any alternate work schedule or leave accommodation approved by the district, shall be temporary depending on the needs of the site or department as determined by the site/department administrator/supervisor.

**Other Forms of Leave:** Bargaining unit members under personal quarantine by written order of the health officer of the city or county, or district whether because of their own illness or on account of the illness of others, shall be provided a maximum of up to ten (10) days of paid leave, after utilizing available federal leave under HR6201, to quarantine without suffering a loss of pay and with no charges to their sick, PN and vacation balances. During the term of this Agreement, alleged violations of the specific terms of this section (Other Forms of Leave) shall be subject to the Grievance Procedures in Article XIII of the Classified Contract and not Section T, Quarantine, in Article VIII of the Contract. General periods of district wide quarantine due to COVID-19 related events or actions declared by written order of the health officer of the city, or county, or district shall not be counted as times of personal quarantine. Any arbitration decision issued on a grievance filed under Article VIII, Section T of the Classified Contract prior to the effective date of this provision, shall not establish a precedent and the district shall be bound to apply the arbitrator’s decision only to grievant, and not to any other bargaining unit employee. This leaves provision is not precedent setting and shall expire at the end of the agreement’s term.

**Workers Compensation:** Workers’ Compensation claims shall be approved consistent with current law at the time of filing.

8) **Accommodation:** The interactive process may be applied by the District to make work safe for unit members with health conditions that may place them at high risk if infected. Such employees are referenced in the LACDPH Guidelines. As part of the interactive process, the District reserves the right to request employees to provide sufficient documentation to verify they have an underlying health condition recognized by the Centers for Disease Control (CDC) as increasing the employees’ risk of severe illness due to COVID-19.

9) **Work Hours:** Generally, unit members may be required to remain on site and perform their regular work assignments or work outside of their regular work assignments.

Where, in exceptional circumstances, unit members are not required to remain at work, they shall work at home and be subject to the direction of the District during their scheduled workday in accordance with the CSEA collective bargaining agreement.

10) **Worksite Flexibility:** Employees in the following job classifications, not assigned to sites with in person instruction - will be provided the flexibility to select an alternate work location provided they adhere to the attached Alternate Work Location Agreement.

   - Accompanist
   - Behavior Intervention Assistant (BIA)
Behavior Intervention and Coaching Specialist
Instructional Aide Classifications (IA)
Instructional Aide Special Classifications
Instructional Assistant Classifications
Sign Language Interpreter
Speech-Language Pathology Assistant (SLPA) Classifications

At Risk Employees: Unit members who have underlying risk factors that put them in a high risk group for contracting Coronavirus, as defined by the CDC, will have the option to work from an alternate location if deemed appropriate by the district through the interactive process if their duties can be completed remotely.

Notes:
- In the event an aide is transferred to a site with in person instruction due to specific district needs, the Alternate Work Location Agreement would be voided. Except in the case of extenuating circumstances as determined by the district, involuntary transfers will be made in accordance with the procedure outlined in Article IX, Section 2 of the Collective Bargaining Agreement.
- Avalon employees who do not reside on the Island, will have the option to report to a specific alternative site on the mainland that is designated by the district.

11) Duties: Due to the current unforeseen and unprecedented nature of the Coronavirus, the District may require some bargaining unit positions to perform duties not contained in their current job description and/or adjust their work hours. CSEA will be notified in instances where the district believes duties assigned to a unit member fall outside of the unit member’s job family. If waived by the employee, adjustment of work hours/location may not fall within the ten day contractual notice. The District and CSEA agree this is a temporary solution based on emergency circumstances and shall not be considered a waiver of CSEA’s right to negotiate the transfer of duties following the expiration of this MOU. The District and CSEA agree to meet and discuss concerns regarding employees working out of classifications, to the extent required by law.

12) Protocols: The District and CSEA agree that this MOU shall not be precedent setting or establish a past practice. The District will share, with CSEA, changes to COVID-19 guidelines and mandates received from local health authorities that affect unit members. The parties understand the coronavirus pandemic is fluid and mutually agree to review the provisions of this MOU as deemed necessary. The District and CSEA reserve the right to negotiate any additional legal mandates, within the scope of representation, directly affecting unit members during school closure caused by the coronavirus after the date of this MOU and prior to its expiration. In the event of another mandated closure, the District agrees to begin conversations to discuss re-implementing the alternative work location agreement within a reasonable time.
Should a concern arise from the enforcement of this agreement, unit members may file their concern in writing to their immediate supervisor. The unit member’s supervisor will provide a written response to the unit member within ten (10) working days. In the event the issue remains unresolved, unit members may be referred to the grievance procedure outlined in the parties’ collective bargaining agreement. The unit member’s grievance may be processed through Level IV Arbitration of the Classified Collective Bargaining Agreement with the exception of the following MOU sections: Section 10 - Worksite Flexibility and Section 11 - Duties.

13) **Term:** This Memorandum of Understanding shall be effective November 4, 2020 and expire on June 30, 2021, or upon an order from the State or District Board requiring employees and students to return to work in a traditional school pre-Coronavirus setting and work schedule, whichever occurs first. Thereafter, this MOU may be extended by mutual written agreement of the District and CSEA.

**Approval:**

Date: _________________  By: ____________________________
Steven Rockenbach – Director of Employee Relations & Ethics

Date: _________________  By: ____________________________
Gilbert Bonilla Jr. – CSEA Chapter 2 President

Date: _________________  By: ____________________________
Chett Davidson – Unit B Vice President

Date: _________________  By: ____________________________
Brittany Jones – CSEA Labor Representative
SUBJECT: Uniform Complaint Procedures
Board Policy 1312.3
Enclosures: One

CATEGORY: New Business
Reason for Board Consideration: Action
Date: November 18, 2020

BACKGROUND:
The California Department of Education has updated regulations regarding Uniform Complaint Procedures. As such, the revisions to the board policy were made to align our policy with state regulations. The changes are primarily in organization and clarity of the Uniform Complaint Procedure process, including filing, investigation, and findings, and not related to the content of items currently covered by the UCP process.

RECOMMENDATION:
Approve the revisions to Board Policy #1312.3, Uniform Complaint Procedures.

Prepared by: Approved and Recommended:

David Zaid
Assistant Superintendent
Human Resource Services
Dr. Jill A. Baker
Superintendent of Schools
Uniform Complaint Procedures (UCP)

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

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

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

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

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

The responsibilities of the District

Long Beach Unified School District shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations. The District shall investigate and seek to resolve, in accordance with our approved UCP process, any complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities implemented by the District that are subject to the UCP.

The Long Beach Unified School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by our governing board.
According to state and federal codes and regulations, the programs and activities subject to the UCP (and any other state or federal educational program the State Superintendent of Public Instruction of the California Department of Education or designee deems appropriate) are:

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<tr>
<th>Program/Requirement</th>
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<tr>
<td>Accommodations for Pregnant and Parenting Pupils</td>
<td>Every Student Succeeds Act</td>
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<tr>
<td>Adult Education</td>
<td>Education and graduation requirements for Pupils in Foster Care, Pupils who are Homeless, Pupils of Military Families, and pupils formerly in Juvenile Court—Pupils now enrolled in a school district</td>
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<tr>
<td>After School Education and Safety</td>
<td>Local Control and Accountability Plans (LCAP)</td>
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<tr>
<td>Agricultural Career Technical Education</td>
<td>Migrant Education</td>
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<td>Career Technical Education (Federal); Career Technical and Technical Education; Career Technical; Technical Training (State)</td>
<td>Physical Education Instructional Minutes (for grades one through six)</td>
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<tr>
<td>Child Care and Development</td>
<td>Pupil Fees</td>
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<td>Compensatory Education</td>
<td>Reasonable Accommodations to a Lactating Pupil</td>
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<tr>
<td>Consolidated Categorical Aid Programs</td>
<td>Regional Occupational Centers and Programs</td>
</tr>
<tr>
<td>Course Periods without Educational Content (for grades nine through twelve)</td>
<td>School Plans for Student Achievement</td>
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<tr>
<td>Discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code (EC) sections 200 and 220 and Government Code Section 11135, including any actual or perceived characteristic as set forth in Penal Code Section 422.55, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in EC Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.</td>
<td>School Safety Plans</td>
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<td>School Site Councils (SSC)</td>
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<td>State Preschool</td>
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<td>State Preschool Health and Safety Issues Exempt from Licensing</td>
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In order to identify appropriate subjects of state preschool health and safety issues pursuant to Section 1596.7925 of the Health and Safety Code [HSC section 1596.7925], a notice shall be posted in each California state preschool program classroom in each school in the local educational agency notifying parents, guardians, pupils, and teachers of both of the following:

- The health and safety requirements under Title 5 of the California Code of Regulations apply to California state preschool programs pursuant to HSC section 1596.7925.
- The location at which to obtain a form to file a complaint. Posting a notice downloadable from the CDE website shall satisfy this requirement.

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

a. Allegations of child abuse shall be referred to County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

b. Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to Department of Social Services (DSS) for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.

c. Employment discrimination harassment, intimidation or bullying complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.

4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

Pupil Fees

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

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

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

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

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

Local Control Accountability Plan (LCAP)

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

The UCP Annual Notice

The District ensures annually dissemination of a written notice (“UCP Annual Notice”) of complaint procedures. This notice may be made available on the District website and shall include the following:

- **addresses** to all students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties;
- that includes information regarding allegations about discrimination, harassment, intimidation, or bullying;
- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;
- a statement that the occupant responsible for processing the complaints is knowledgeable about the laws and programs that they are assigned to investigate;
- a statement that in order to identify appropriate subjects of state preschool health and safety issues pursuant to Section 1596.7925 of the Health and Safety Code [HSC section 1596.7925], a notice, separate from UCP Annual Notice, shall be posted in each California state preschool program classroom in each school in the local educational agency notifying parents, guardians, pupils, and teachers of both of the following:
  1. the health and safety requirements under Title 5 of the California Code of Regulations (5 CCR) apply to California state preschool programs pursuant to HSC section 1596.7925, and
  2. the location at which to obtain a form to file a complaint. Posting a notice downloadable from the CDE website shall satisfy this requirement.

The Long Beach Unified School District UCP Annual Notice shall also include information regarding the requirements of EC §§ 49010 through 49013 relating to pupil fees and information regarding the requirements of EC § 52075 relating to the LCAP.
The UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

Filing UCP Complaints

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

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

*Kim Dalton, Director, Human Resource Services*

1515 Hughes Way, Long Beach, CA 90810
562-997-8108
kdalton@lbschools.net

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

A pupil fees complaint and/or an LCAP complaint may be filed anonymously, that is without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

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

When Filing Pupil Fees UCP Complaints

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

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

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

When Filing State Preschool Health and Safety Issues UCP Complaints

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

- File with the preschool program administrator or his or her designee.
The preschool program administrator or the designee of the district superintendent shall (1) make all reasonable efforts to investigate any problem within his or her authority. Investigations shall begin within 10 days of the receipt of the complaint and (2) remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received and report to the complainant the resolution of the complaint within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

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

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

When Filing All UCP Complaints

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

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations. Refusal by the district to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

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

This report will contain the following elements:

i. The findings of fact based on the evidence gathered.
ii. Conclusion of law.
iii. Disposition of the complaint.
iv. The rationale for such a disposition.
v. Corrective actions, if any are warranted.
vi. Notice of the complainant's right to appeal the Decision to the CDE.

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

Investigating UCP Complaints Investigation

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

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

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

The District ensures that complainants are protected from retaliation.

The District investigates all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group. Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following position in the Long Beach Unified School District is responsible for receiving and investigating complaints and ensuring our compliance:
Director, Office of the Deputy Superintendent of Education Services
1515 Hughes Way, Long Beach, CA 90810
(562) 997-8108

The person or office responsible for compliance and investigation of UCP complaints is knowledgeable about the laws and programs assigned to investigate.

The Long Beach Unified School District will investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in EC §§ 200 and 220 and Government Code (GC) § section 11135, including any actual or perceived characteristics as set forth in Penal Code (PC) § 422.55 or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any program or activity we conduct, which is funded directly by, or that receives or benefits from any state financial assistance.

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

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

UCP Complaint Resolution

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

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered;
- a conclusion that provides a clear determination for each allegation as to whether the District is in compliance with the relevant law;
- corrective actions if we find merit in a complaint:
  - including complaints of Pupil Fees; LCAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians,
  - for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
  - With respect to a pupil fees complaint, corrective actions shall include a remedy where in good faith, by engaging in reasonable efforts, an attempt to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;
- a notice of the complainant’s right to appeal our Investigation Report to the Department of Education (CDE); and
- the procedures to be followed for initiating an appeal to the CDE.

If the Long Beach Unified School District finds merit in a complaint regarding Pupil Fees, Local Control and Accountability Plans (LCAP), and Physical Education Instructional Minutes (grades one through eight), the District shall provide a remedy to all affected pupils and parents/guardians.

In the case of complaints regarding Course Periods without Educational Content, Reasonable Accommodations to a Lactating Pupil; and/or Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in our school district, pupils in military families, the remedy shall go to the affected pupil.

The District ensures an attempt shall be made in good faith to engage in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint. We shall report summarized data on the nature and resolution of all state preschool health and safety issues complaints on a quarterly basis to the
county superintendent of schools and our board. The summaries shall be publicly reported on
a quarterly basis at a regularly scheduled meeting of our board. The report shall include the
number of complaints by general subject area with the number of resolved and unresolved
complaints. The District is aware that all complaints and responses are public records.

UCP Complaint Appeal Process

An appeal is a request, made in writing and signed by the complainant, to the CDE seeking
review of the District’s Investigation Report that was issued in response to a properly-filed
complaint. A signature may be handwritten, typed (including in an email) or electronically-
genenerated. A level higher than the original reviewing level by an aggrieved party requesting
reconsideration or a reinvestigation of the lower adjudicating body’s decision.

A complainant may appeal the District’s Decision—Investigation Report of a UCP complaint
regarding all specified federal and state educational programs subject to the UCP, to the State
Superintendent of Public Instruction (SSPI) or their Designee at the CDE by filing a written
appeal within 30 calendar days of the date. In order to request an appeal, the
complainant must specify and explain the basis for the appeal, including at least one of
the following:

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

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

To appeal a UCP complaint Decision regarding State Preschool Health and Safety Issues the
complainant must file a written appeal within 30 days of receiving the Decision to the SSPI.

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

In addition, The appeal shall be sent to CDE with: (1) a copy of the original locally filed
complaint; and (2) a copy of the Decision of this original locally filed complaint—Investigation
Report.

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

When Filing a UCP Complaint Regarding State Preschool Health and Safety Issues
To file a UCP complaint regarding a state preschool health and safety issue pursuant to
HSC Section 1596.7925 the complainant must file with the preschool program administrator or their designee.

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

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

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

When investigating a UCP state preschool health and safety issue the preschool program administrator or the designee of the district superintendent shall (1) make all reasonable efforts to investigate any problem within his or her authority. Investigations shall begin within 10 calendar days of the receipt of the complaint and (2) remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received and report to the complainant the resolution of the complaint within 45 working days of the initial filing. If the preschool program administrator makes this report, they shall also report the same information in the same timeframe to the designee of the district superintendent.

Filing an Appeal Regarding UCP State Preschool Health and Safety Issues

When filing an appeal regarding UCP State Preschool Health and Safety Issues, a complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint at a regularly scheduled hearing of the board.

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

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

A written appeal to the CDE shall be within 30 days of the date of the Investigation Report and accompanied by a copy of the locally filed complaint and a copy of the Investigation Report. The complainant shall specify and explain the basis for the appeal, including at least one of the following:

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

The SSPI or their designee shall comply with the requirements of 5 CCR section 4633 and shall provide the written Investigation Report to the State Board of Education describing the basis for the complaint, the District response to the UCP state preschool health and safety issues complaint and its remedy or proposed remedy and, as appropriate, a proposed remedy for the issue described in the complaint, if different from the District’s remedy.

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

All complaints and responses are public records.

A complainant not satisfied with the resolution of the preschool program administrator or the designee of the District superintendent has the right to describe the complaint to the Governing Board at a regularly scheduled hearing.

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

Legal Reference:
20 United States Code (U.S.C.) section 6301 et seq.
34 Code of Federal Regulations (CFR) sections 299.11
California Government Code (GC) sections 11135, 17581.6(f).
California Penal Code (PC) section 422.55.
California Welfare and Institutions Code (WIC) section 300

Adopted: September 9, 1992
Revised: May 6, 1997
April 16, 2002
August 2003
November 2004
January 3, 2006
December 6, 2011
June 18, 2012
January 8, 2013
March 5, 2013
August 20, 2013
March 15, 2016
SUBJECT: Board Policy 5145.7
Sexual Harassment

Enclosures: One

CATEGORY: New Business

Reason for Board Consideration: Action

Date: November 18, 2020

BACKGROUND:

Revised Title IX regulations were adopted by the US Department of Education earlier this year and implementation began in August 2020. As such, Board Policy 5145.7, Sexual Harassment, the sexual harassment policy for students, was revised to reflect changes in the law in terms of filing and investigating complaints, with specific regard to impartial investigations, wherein both complainant's and respondent's rights are protected until a finding is made.

RECOMMENDATION:

Approve the revised Board Policy #5145.7, Sexual Harassment.

Prepared by: David Zaid
Assistant Superintendent
Education Services

Approved and Recommended: Dr. Jill A. Baker
Superintendent of Schools
Sexual Harassment

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits sexual harassment of students by anyone, at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint, testifies, or otherwise participates in district complaint processes.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)

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

Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the administrative regulation (AR 1312.3 Uniform Complaint Procedures). The Title IX Coordinator shall ensure the complaint is addressed through Title IX complaint procedures or uniform complaint procedures, as applicable, and shall offer supportive measures to the complainant.

The following position is designated as the Coordinator for Sexual Harassment involving students: Title IX Coordinator and Uniform Complaint Procedure (UCP) Coordinator:

Director, Human Resource Services Office of the Deputy Superintendent of Education Services
1515 Hughes Way, Long Beach, CA 90810
562-997-8108

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5131—Conduct)
(cf. 5131.2—Bullying)
(cf. 5137—Positive School Climate)
(cf. 5141.4—Child Abuse Prevention and Reporting)
(cf. AR 5145.7 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

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

The Superintendent or designee shall take appropriate actions to reinforce the district’s sexual harassment policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate instruction and 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 where 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 prompt action shall be taken to stop any respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district’s procedure 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 take supportive interim 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 and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment

Complaint Process and Disciplinary Action

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

Any student who feels that he/she is being or has been sexually harassed by a school employee, another student, or a non-employee on school grounds or at a school sponsored or school-related activity shall contact his/her teacher, counselor, administrator, or other employee.
An employee who receives such a complaint shall report it in accordance with the district’s uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. The district encourages students to report incidents of sexual harassment, including sexual assault, as quickly as possible, but recognizes that because of the particularly sensitive nature of such incidents, it may take time for a student to report it to school or district officials.

School administrators are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

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

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Confidentiality and Record-Keeping

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action.

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

(cf. 3580 - District Records)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48904 Liability of parent/guardian for willful student misconduct
48980 Notice at beginning of term
48985 Notices, report, statements and records in primary language
48980 Notice at beginning of term
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Management Resources:
CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy
Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Q&A on Campus Sexual Misconduct, September 2017
Dear Colleague Letter: Title IX Coordinators, April 2015
Questions and Answers on Title IX and Sexual Violence, April 2014
Dear Colleague Letter: Sexual Violence, April 4, 2011
Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

Adopted: February 22, 1993
Revised: May 6, 1997
October 7, 1997
June 5, 2001
January 3, 2006
April 20, 2010
September 4, 2012
September 3, 2013
September 19, 2017
November 18, 2020
LONG BEACH UNIFIED SCHOOL DISTRICT
BACKGROUND:

In May of 2020, a change was made to Board Policy 6146.1, High School Graduation Requirements, to reflect the circumstances related to the global pandemic and the sudden change to virtual learning that existed from March through June of 2020. This reflected a change in what had been the previously established graduation expectation. This proposed policy reflects a return to our prior expectations with subtle differences in course requirements.

RECOMMENDATION:

Approve the revised Board Policy 6146.1, High School Graduation Requirements.

Prepared by: 

Dr. Tiffany Brown
Deputy Superintendent

Approved and Recommended:

Dr. Jill A. Baker
Superintendent of Schools
INSTRUCTION

High School Graduation Requirements

The Governing Board desires to prepare all students to obtain a high school diploma to enable them to take advantage of opportunities for postsecondary education and employment.

Course Requirements (Education Code 51225.3)

To obtain a high school diploma, students in the class of 2015 through the class of 2017 shall complete at least 210 credits in the prescribed course of study in grades 9-12. Beginning with the class of 2018, students shall complete at least 220 credits in the prescribed course of study in grades 9-12. Each course is considered as being a year in duration unless otherwise indicated.

1. Four courses in English (40 credits).

2. Two courses in mathematics (20 credits). Beginning with the class of 2018, students will be required to complete three courses in mathematics (30 credits) and beginning with the class of 2019 students will be required to complete four courses in mathematics (40 credits).

At least one mathematics course, or a combination of the two mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra 1 to meet the state graduation requirement. (Education Code 41224.5).

Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall satisfy the algebra coursework requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224).

Students in the class of 2018 and beyond, while encouraged to take rigorous a-g courses in their junior and senior year, may take applied math courses aligned to a career pathway/industry need to meet the third and fourth year math requirement.

Students that are enrolled in an approved UC Advanced Mathematics course, such as Pre-Calculus, during their junior year do not have to take a fourth year of math.

Beginning with the Class of 2018, students may take any computer science or Project Lead the Way (PLTW) computer science course to meet their local math requirement for graduation.
3. Two courses in science, including biological and physical sciences (20 credits).

4. Three courses in social studies, including United States history and geography; world history, culture and geography; a one-semester course in American government and civics; and a one-semester course in economics (30 credits).

5. One course in visual or performing arts or world language, including American Sign Language (10 credits).

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (20 credits).

7. Six Courses in electives (60 credits).

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 – Alternative Credits Toward Graduation)
(cf. 6146.2 – Certificate of Proficiency/High School Equivalency)

Exemptions and Waivers

A foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student participating in a newcomer program who transfers into the district any time after completing the second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1).

Course Requirements (Exemption for foster youth, a homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student participating in a newcomer program).

1. Three courses in English (30 credits).

2. Two courses in mathematics (20 credits). At least one mathematics course, or a combination of the two mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra 1 to meet
the State graduation requirement. (Education Code 41224.5).

Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall satisfy the algebra coursework requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224).

Beginning with the Class of 2018, students that are enrolled in a Pre-Calculus or higher-level math course as a junior, do not have to take a fourth year of math.

Beginning with the Class of 2018, students may take any computer science or Project Lead the Way (PLTW) computer science course designated in the mathematics subject area, based on the a-g course requirements for college admission, to meet their local math requirement for graduation.

3. Two courses in science, including biological and physical sciences (20 credits).

4. Three courses in social studies, including United States history and geography; world history, culture and geography; a one-semester course in American government and civics; and a one-semester course in economics (30 credits).

5. One course in visual or performing arts or foreign language, including American Sign Language (10 credits).

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (20 credits).

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)

Students enrolled in the Long Beach School for Adults high school diploma program shall be required to complete the locally determined course of study as specified in Education Code 52509. At least ten of the required course credits must be completed while enrolled at the Long Beach School for Adults (residency requirement).

Course Requirements (Exemption for Long Beach School for Adults)

1. Four courses in English (40 credits).

2. Three courses in mathematics (30 credits). At least one mathematics course, or a combination of the two mathematics courses required for completion in grades 9-
12, shall meet or exceed state academic content standards for Algebra 1 to meet the State graduation requirement. (Education Code 41224.5).

Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall satisfy the algebra coursework requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224).

Beginning with the Class of 2018, students may take any computer science or Project lead the Way (PLTW) computer science course to meet their local math requirement for graduation.

3. Two courses in science, including biological and physical sciences (20 credits).

4. Three courses in social studies, including United States history and geography; world history, culture and geography; a one-semester course in American government and civics; and a one-semester course in economics (30 credits).

5. One course in visual or performing arts or foreign language, including American Sign Language (10 credits).

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (20 credits).

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2017-18 school year and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 60851.6).

In addition, the district may retroactively grant high school diplomas to: (Education Code 48204.4, 51430, 51440)

1. Persons who departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure.

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal
Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars.

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school.

The Board may grant honorary high school diplomas to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation, and who is returning to the home country following the completion of one academic school year in the district.

   (cf. 6145.6 - International Exchange)

2. A student who is terminally ill.

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Legal References:
EDUCATION CODE
47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification of beginning of term
49701 Interstate Compact on Educational Opportunities for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
BP 6146.1

51225.3 High school graduation requirements
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51412 Diplomas
51745 Independent study restrictions
60850-60859 High school exit examination
60851.5 Suspension of High School Exit Examination
60851.6 Retroactive diploma; completion of all graduation requirements except high school exit examination
66204 Certification of high school courses as meeting university admission criteria.
67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4687 Uniform complaint procedures

COURT DECISIONS

Management Resources:
WEB SITES
CSBA: http://www.csba.org
University of California, List of Approved a-g Courses:
http://www.universityofcalifornia.edu/admissions/freshman/requirements

Adopted: January 18, 2000
Revised: May 4, 2004
March 4, 2008
January 19, 2010
March 1, 2011
April 15, 2014
July 18, 2016
May 3, 2017
April 17, 2019
November 18, 2020

LONG BEACH UNIFIED SCHOOL DISTRICT
BACKGROUND:

Education Code Section 17620 et seq. and Government Code Section 65995 et seq. allow school districts to levy developer fees, or reportable fees, on residential and commercial/industrial development. The fees are used for facilities improvements and housing to accommodate the additional students generated from new development. Fees are typically paid to the school district as a condition of a property developer or owner obtaining a building permit from the city for a construction project.

Pursuant to the statutory requirements, the District prepares an Annual and Five-Year Reportable Fees Report. For the period of July 1, 2019 – June 30, 2020, $6,424,327.74 reportable fees were collected. The fund balance, as of June 30, 2020, for Developer Fees collected was $1,967,477.81. Current project expenses and future expenses associated with this fund include but may not be limited to the following Facility Master Plan projects: construction of Jordan High School – Phase 1 C and Lakewood High School HVAC.

The Annual and Five-Year Reportable Fees Report for Fiscal Year 2019-2020 (Report) was made available to the public fifteen (15) days prior to the District’s Board meeting at the LBUSD Developer Fee website and Notices of the November 18, 2020 Board meeting and availability of the Report have been published in the Press Telegram.

At the Board meeting on November 18, 2020, the Board will be asked to consider adoption of Resolution No. 111820-A approving the Report, in compliance with Government Code Sections 66006 and 66001.

RECOMMENDATION:

Recommend approval of Resolution No. 111820-A

A RESOLUTION OF THE BOARD OF EDUCATION OF THE LONG BEACH UNIFIED SCHOOL DISTRICT RELATING TO INFORMATION MADE AVAILABLE TO THE PUBLIC IN THE FORM OF A STATUTORY SCHOOL FACILITY FEES INCLUDING ALTERNATIVE SCHOOL FACILITY FEES (“REPORTABLE FEES”) REPORT FOR FISCAL YEAR 2019-2020 (“REPORTABLE FEES REPORT”), AND FINDINGS THEREON, IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 66006 AND 66001

Approved: Yumi Takahashi
Chief Business & Financial Officer

Approved and Recommended: Dr. Jill Baker
Superintendent of Schools
RESOLUTION NO. 111820-A

A RESOLUTION OF THE BOARD OF EDUCATION OF THE LONG BEACH UNIFIED SCHOOL DISTRICT RELATING TO INFORMATION MADE AVAILABLE TO THE PUBLIC IN THE FORM OF A STATUTORY SCHOOL FACILITY FEES INCLUDING ALTERNATIVE SCHOOL FACILITY FEES (“REPORTABLE FEES”) REPORT FOR FISCAL YEAR 2019-2020 (“REPORTABLE FEES REPORT”), AND FINDINGS THEREON, IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 66006 AND 66001

WHEREAS, the Long Beach Unified School District (“District”) has received and expended statutory and/or alternative school facilities fees (“Reportable Fees”) in connection with school facilities (“School Facilities”) of the District for new development, and these funds have been deposited in a separate capital facilities account as provided by Government Code Section 66006(a); and

WHEREAS, in accordance with Government Code Section 66006(a), the District has established and maintained a separate capital facilities account and maintained such separate capital facilities accounts in a manner to avoid any commingling of the Reportable Fees with other revenues and funds of the District, except for temporary investments, and has expended those Reportable Fees collected for the sole purpose for which they were collected; and

WHEREAS, Government Code Section 66006(b)(1) provides that the District shall make available to the public within one hundred eighty (180) days after the last day of each fiscal year a written report; and

WHEREAS, Government Code Section 66001(d) provides that for the fifth fiscal year following the first deposit into the account, and every five (5) years thereafter, the District shall make findings with respect to the capital facilities account fund that remain unexpended; and

WHEREAS, when findings are required by Government Code Section 66001(d), they shall be made in connection with the information required by Government Code Section 66006; and

WHEREAS, Government Code Section 66006(b)(2) requires that the governing body of the District review the information made available to the public at a regularly scheduled public meeting and any other relevant information including, but not limited to, that certain Reportable Fees Report prepared by the District entitled, “THE LONG BEACH UNIFIED SCHOOL DISTRICT ANNUAL AND FIVE-YEAR REPORTABLE FEES REPORT FOR FISCAL YEAR 2019-2020, IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 66006 AND 66001” not less than fifteen (15) days after this Reportable Fees Report is made available to the public; and

WHEREAS, the District has complied with all of the foregoing provisions.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE LONG BEACH UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board does hereby find and determine that the foregoing recitals and determinations are true and correct.

Section 2. That pursuant to Government Code Sections 66001(d) and 66006(b)(1) and (2), the District has made available to the public the requisite information and proposed findings
concerning the collection and expenditure of Reportable Fees related to School Facilities for new
development within the District.

Section 3. That the Board of the District at a public meeting has reviewed the following
information pursuant to Government Code Section 66006(b)(1), as is required by Government
Code Section 66006(b)(2), including:

(A) A brief description of the type of Reportable Fees in the account;
(B) The amount of the Reportable Fees;
(C) The beginning and ending balance of the account;
(D) The amount of Reportable Fees collected and the interest earned;
(E) An identification of each Project on which Reportable Fees were expended
and the amount of the expenditures on each Project, including the total
percentage of the cost of the Project that was funded with Reportable Fees;
(F) An identification of an approximate date by which the construction of the
Project will commence if the District determines that sufficient funds have
been collected to complete financing on an incomplete Project, as identified
in Section 66001(a)(2), and the Project remains incomplete;
(G) A description of each interfund transfer or loan made from the account,
including the Project on which the transferred or loaned Reportable Fees will
be expended, and, in the case of an interfund loan, the date on which the
loan will be repaid, and the rate of interest that the account will receive on
the loan; and
(H) The amount of refunds made pursuant to Section 66001(e) and any
allocations pursuant to Section 66001(f).

Section 4. That the Board of the District at a public meeting has reviewed the proposed
findings, as required by Government Code Section 66001(d), including:

A. Identification of the purpose to which the Reportable Fees are to be put;
B. Demonstration of a reasonable relationship between the Reportable Fees
and the purpose for which they are charged;
C. Identification of all sources and amounts of funding anticipated to complete
financing of Projects of the District; and
D. Designation of the approximate dates on which the funding referred to in
paragraph (3) is expected to be deposited into the appropriate account.

Section 5. That the Board of the District hereby determines that all Reportable Fees,
collections and expenditures have been received, deposited, invested and expended in compliance
with the relevant sections of the Government Code and all other applicable laws for the fiscal year

Section 6. That the Board of the District hereby determines that no refunds and
allocations of Reportable Fees, as required by Government Code Section 66001, are deemed
payable at this time.

Section 7. That the Board of the District hereby determines that the District is in
compliance with Government Code Section 66000, et seq., relative to receipt, deposit, investment,
expenditure or refund of Reportable Fees received and expended relative to School Facilities for
new development for the fiscal year 2019-2020.
ADOPTED, SIGNED AND APPROVED, this 18th day of November, 2020.

BOARD OF EDUCATION OF THE LONG BEACH
UNIFIED SCHOOL DISTRICT OF LOS ANGELES
COUNTY, CALIFORNIA

By: ________________________________  President

By: ________________________________  Vice President

By: ________________________________  Member

By: ________________________________  Member

By: ________________________________  Member
I, Dr. Jill A. Baker, Secretary, Board of Education of the Long Beach Unified School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Education of such District at a regular meeting of said Board held on the 18th day of November, 2020, at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law and at which meeting all of the members of such Board had due notice and that at such meeting the attached resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary, Board of Education of the Long Beach Unified School District
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I, Dr. Jill A. Baker, Secretary, Board of Education of the Long Beach Unified School District do hereby certify that the foregoing is a true and correct copy of Resolution No. 111820-A, which was duly adopted by the Board of Education of the Long Beach Unified School District at a meeting thereof on the 18th day of November, 2020.

Secretary, Board of Education of the Long Beach Unified School District
ANNUAL AND FIVE-YEAR REPORTS

LONG BEACH UNIFIED SCHOOL DISTRICT

OCTOBER 29, 2020

Prepared For:
Long Beach Unified
School District
2425 Webster Avenue
Long Beach, CA 90810
T 562.997.7550

Prepared By:
Cooperative Strategies
8955 Research Drive
Irvine, CA 92618
844.654.2421
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<th>PAGE</th>
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<tr>
<td>II. ANNUAL REPORT</td>
<td>2</td>
</tr>
<tr>
<td>III. FIVE-YEAR REPORT</td>
<td>6</td>
</tr>
</tbody>
</table>

EXHIBITS

**EXHIBIT A:**

Reportable Fee Expenditures for Fiscal Year 2019/2020
I. INTRODUCTION

Sections 66001 and 66006 of the Government Code require that Long Beach Unified School District ("School District") provide to the public information on impact fees received from new residential and commercial/industrial development to mitigate the impact of that new development on the school facilities of the School District. The School District currently collects statutory school fees ("Statutory School Fees") pursuant to Sections 17620 et seq. of the Education Code and Sections 65995 et seq. of the Government Code, and alternative school facility fees ("Alternative School Fees") collected pursuant to Sections 65995.5, 65995.6, and 65995.7 of the Government Code (collectively, "Reportable Fees").

The School District is required to provide the following information on Reportable Fees for the prior fiscal year:

1. Amounts collected
2. Amount of interest earned
3. Amounts spent on projects to accommodate additional enrollment from new residential and commercial/industrial development

The Reportable Fees do not include special tax proceeds, proceeds of bonds, or letters of credit to secure payment of Reportable Fees at a future date. Further, the School District identifies Reportable Fees have not been levied, collected, or imposed for general revenue purposes.

Additionally, the School District is required to identify the following:

1. The purpose to which unexpended Reportable Fees will be spent
2. The Reasonable Relationship between the unexpended Reportable Fees and the purpose to which they are to be spent
3. The funding sources and expected funding availability date for school facilities projects for which unexpended Reportable Fees are required

The following Annual and Five-Year Reports ("Reports") for the fiscal year ending June 30, 2020 include the information and proposed findings the School District intends to review and adopt in accordance with Sections 66001 and 66006 of the Government Code.
II. ANNUAL REPORT

In accordance with Government Code Section 66006(b)(1) and (2), the School District hereby presents the following information for fiscal year 2019/2020 (i.e. July 1, 2019 through June 30, 2020) with regard to the annual Reportable Fees:

A. Description of the Type of Reportable Fees in the Account or Sub-account(s) of the School District

The Reportable Fees of the School District for fiscal year 2019/2020 consist of Statutory School Fees. Statutory School Fees are collected by the School District from new residential and commercial/industrial development.

B. Amount of the Reportable Fees

The amount of Reportable Fees is based on the effective Statutory School Fee.

Statutory School Fees

The Statutory School Fees for the period between July 1, 2019 and May 31, 2020 were established by the Board of Education ("Board") of the School District on March 21, 2018, by Resolution No. 032118-B. The Statutory School Fees for new residential and commercial/industrial development are based on the reports titled "Residential Development School Fee Justification Study" and "Commercial/Industrial Development School Fee Justification Study" (collectively, "Studies"), both dated March 7, 2018.

The Statutory School Fees for the period between June 1, 2020 and June 30, 2020 were established by the Board of the School District on April 1, 2020 by Resolution No. 040120-A. This resolution adopted the Studies dated March 19, 2020.

Table 1 on the following page lists the fee amounts and effective dates for the applicable Statutory and Alternative School Fees for fiscal year 2019/2020.
TABLE 1
EFFECTIVE DATES FOR DEVELOPER FEE JUSTIFICATION REPORTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Effective Dates (for FY 2019/2020)</th>
<th>Fee Amount (Per Square Foot)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statutory School Fees</td>
<td>July 1, 2019 – May 31, 2020</td>
<td>Residential - $3.79</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commercial/Industrial - $0.61</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Self-Storage - $0.039</td>
</tr>
<tr>
<td>Statutory School Fees</td>
<td>June 1, 2020 – June 30, 2020</td>
<td>Residential - $4.08</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commercial/Industrial - $0.66</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Self-Storage - $0.04</td>
</tr>
</tbody>
</table>

C. Beginning and Ending Balance of Account and Sub-Account(s):

Table 2 lists the fiscal year 2019/2020 beginning and ending balances for Fund 25, the Capital Facility Fund, which holds all Reportable Fees:

TABLE 2
BEGINNING AND ENDING BALANCES FOR FUND 25

<table>
<thead>
<tr>
<th>Item</th>
<th>Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance (7/1/2019)</td>
<td>$3,191,738.60</td>
</tr>
<tr>
<td>Ending Balance (6/30/2020)</td>
<td>$1,967,477.81</td>
</tr>
</tbody>
</table>

D. Amount of the Reportable Fees Collected and Interest Earned

Table 3 shows the amount of Reportable Fees collected and interest earned during fiscal year 2019/2020 to accommodate students from additional development.

TABLE 3
AMOUNT OF REPORTABLE FEES COLLECTED

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reportable Fees Collected</td>
<td>$6,424,327.74</td>
</tr>
<tr>
<td>Interest Earned</td>
<td>$103,106.70</td>
</tr>
<tr>
<td>Total</td>
<td>$6,527,434.44</td>
</tr>
</tbody>
</table>
E. **Identification of Each Improvement on Which Reportable Fees Were Expended and the Amount of the Expenditures on Each Improvement, Including the Total Percentage of the Cost of Each Project of the School District that Was Funded with Reportable Fees**

Schedule A to this report identifies the amount of Reportable Fees expended on School Facilities in fiscal year 2019/2020, as well as the percentage of each improvement funded by Reportable Fees.

F. **Identification of an Approximate Date by Which the Construction of Project(s) of the School District will Commence if the School District Determines that Sufficient Funds have been Collected to Complete Financing on an Incomplete Project of the School District, as Identified in Paragraph (2) of Subdivision (A) of Section 66001, and the Project of the School District Remains Incomplete**

The School District has determined that at the close of fiscal year 2019/2020, Reportable Fees and other sources of funding were not sufficient to complete the financing of additional school facilities of the School District.

G. **Description of each Interfund Transfer or Loan Made from the Account or Sub-Account(s), Including Project(s) of the School District on which the Transferred or Loaned Reportable Fees will be Expended, and, in the Case of an Interfund Loan, the Date on Which the Loan will be Repaid, and the Rate of Interest that the Account or Sub-Account(s) will Receive on the Loan**

The School District did not make any interfund transfers in or out of Fund 25 in fiscal year 2019/2020.

H. **The Amount of Refunds Made or Revenues Allocated for Other Purposes if the Administrative Costs of Refunding Unexpended Revenues Exceed the Amount to be Refunded**

No refunds of Reportable Fees were made pursuant to Section 66001(e) of the Government Code in fiscal year 2019/2020.

I. **Summary Table of Fund Balance, Revenues, and Expenditures**

Table 4 on the following page summarizes the beginning and ending balances, the amount of Reportable Fees collected and interest earned, additional refunds/revenues, and total expenditures from Fund 25 during fiscal year 2019/2020.
### Table 4

**Fund 25 Activity Summary (FY 2019/2020)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance (7/1/2019)</td>
<td>$3,191,738.60</td>
</tr>
<tr>
<td>Reportable Fees Collected and Interest Earned</td>
<td>$6,527,434.44</td>
</tr>
<tr>
<td>Expenditures – Schedule A</td>
<td>($7,751,695.23)</td>
</tr>
<tr>
<td>Ending Balance (6/30/2020)</td>
<td>$1,967,477.81</td>
</tr>
</tbody>
</table>
III. FIVE-YEAR REPORT

In accordance with Government Code Section 66001, the School District provides the following information with respect to the Reportable Fees in the account or sub-account(s) remaining unexpended, whether committed or uncommitted to projects:

A. Identification of the Purpose to which the Reportable Fees are to be Put

The purpose of the Reportable Fees imposed and collected on new residential and commercial/industrial development within the School District was to fund the additional school facilities required to serve students generated by new development within the School District. Specifically, the Reportable Fees will be used for the construction, expansion, and/or acquisition of additional School Facilities, furnishing and equipping such facilities, as well as acquiring and installing additional portable classrooms to accommodate students.

B. Demonstration of a Reasonable Relationship Between the Reportable Fees and the Purposes for which they are Charged

There is a roughly proportional and a reasonable relationship between the new development upon which the Reportable Fees are charged and the need for additional School Facilities. This relationship is based on the additional students that will be generated by new development within the School District exceeding the School District’s existing student capacity. Furthermore, the Reportable Fees do not exceed the costs of providing school facilities for the students generated from the development in which such fees were collected (as set forth in the Residential and Commercial/Industrial Development School Fee Justification Study for the School District dated March 19, 2020).

C. Identification of All Sources and Amounts of Funding Anticipated to Complete Financing of the School Facilities the School District has Identified in the School District’s Reports

Table 5 on the following page lists the proposed funding sources for all pending School Facility projects presently identified by the School District.
TABLE 5

POTENTIAL FUNDING SOURCES FOR PLANNED SCHOOL FACILITY PROJECTS

<table>
<thead>
<tr>
<th>Site</th>
<th>General Obligation Bond Proceeds</th>
<th>Reportable Fees</th>
<th>State School Building Program</th>
<th>COPs(^{[1]})</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>TBD</td>
<td>TBD</td>
<td>Unknown</td>
<td>TBD</td>
<td>$200,000</td>
</tr>
<tr>
<td>Jordan HS – Phase 1C</td>
<td>TBD</td>
<td>TBD</td>
<td>Unknown</td>
<td>TBD</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Lakewood HS HVAC</td>
<td>TBD</td>
<td>TBD</td>
<td>Unknown</td>
<td>TBD</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Reserve</td>
<td>TBD</td>
<td>TBD</td>
<td>Unknown</td>
<td>TBD</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Totals</td>
<td>TBD</td>
<td>TBD</td>
<td>Unknown</td>
<td>TBD</td>
<td>$3,200,000</td>
</tr>
</tbody>
</table>

\(^{[1]}\) Certificates of Participation (*COPs*)

Notes: These school facilities costs are for fiscal year 2018/2019. Future school facilities may be funded by the State School Building Program, community facilities districts, general obligation bonds, and Reportable Fees.

D. Identification of the Approximate Dates on Which the Funding Referred to in Section III.C is Expected to be Deposited into the Appropriate Account or Fund

Table 6 lists the approximate dates on which the funds are expected to be available for the school facility projects presently identified by the School District.

TABLE 6

TIMING OF FUNDS FOR PLANNED SCHOOL FACILITY PROJECTS

<table>
<thead>
<tr>
<th>Site</th>
<th>General Obligation Bond Proceeds</th>
<th>Reportable Fees</th>
<th>State School Building Program</th>
<th>COPs(^{[1]})</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>TBD</td>
<td>As Available</td>
<td>Unknown</td>
<td>TBD</td>
</tr>
<tr>
<td>Jordan HS – Phase 1C</td>
<td>TBD</td>
<td>As Available</td>
<td>Unknown</td>
<td>TBD</td>
</tr>
<tr>
<td>Lakewood HS HVAC</td>
<td>TBD</td>
<td>As Available</td>
<td>Unknown</td>
<td>TBD</td>
</tr>
<tr>
<td>Reserve</td>
<td>TBD</td>
<td>As Available</td>
<td>Unknown</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Notes: Future school facilities may be funded by the State School Building Program, community facilities districts, general obligation bonds, and Reportable Fees.
EXHIBIT A
REPORTABLE FEE EXPENDITURES FOR FISCAL YEAR 2019/2020
LONG BEACH UNIFIED SCHOOL DISTRICT
Public Improvements on Which Reportable Fees Were Expended
Fiscal Year 2019/2020
Schedule A

<table>
<thead>
<tr>
<th>Projects</th>
<th>Expenditures from Fund 25</th>
<th>Percent Funded by Fund 25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>$251,695.23</td>
<td>100.00%</td>
</tr>
<tr>
<td>Millikan High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seismic Reconstruction of Building 1100</td>
<td>$7,500,000.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>Total</td>
<td>$7,751,695.23</td>
<td>N/A</td>
</tr>
</tbody>
</table>
BOARD OF EDUCATION
LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT: Equity Policy Development Update Enclosures: None

CATEGORY: New Business Reason for Board Consideration: Information/Action

Date: November 18, 2020

BACKGROUND:

On July 20, 2020, the Board of Education unanimously approved the establishment of a district equity leadership team tasked with making recommendations for policy, practices, funding and future initiatives.

RECOMMENDATION:

Staff will provide an update on the establishment of an equity leadership team and seek input from the Board of Education on the composition of the team and consider other recommendations.

Approved and Recommended:

Dr. Jill A. Baker
Superintendent of Schools