



BOARD MEETING OF TRUSTEES AGENDA

Please be advised that public comment is to be kept to three minutes with a conversation about a topic not to exceed 20 minutes. During Zoom meetings, the chat room will not be reviewed. If you wish to ask questions and have them answered please send your questions to Lisa Armstrong larmstrong@loleta.org As secretary she will gather and send the questions to the board for their review and reply at a later time.

Thank you.

Date: December 17, 2020

Time: 5:30 PM 5:34pm

1.0 OPEN SESSION:

1.1 Roll Call CP, GS, CB, BJ, JS

2.0 CONSENT CALENDAR:

2.1 Approval of the Board Minutes from 12-10- 2020. **CP MOTIONED, BJ 2ND, UNANIMOUS MOTION CARRIES**

3.0 PUBLIC COMMENT:

3.1 Comments are limited to three minutes per speaker and total a conversation about any topic shall be limited to 20 minutes per board regulation. **HEATHER NYBERG QUESTIONED IF WE WOULD BE GOING BACK TO HYBRID ON JANUARY 19, 2020 OR STAY DL, WHAT IS THE LAW? CTA WANTS TO CONTACT GOVERNOR TO DEMAND ALL SCHOOLS BE CLOSED. LAW STATES AT THIS TIME THAT IF SCHOOL WAS OPEN THEN SCHOOLS CAN REOPEN ON THE 19TH , AND FOR RIGHT NOW THE SCHOOL PLANS ON RE-OPENING THE 19TH. THIS CAN BE DISCUSSED AGAIN JANUARY 14TH BOARD MEETING. KURT RASMUSSEN SUGGESTED DOING ANOTHER SURVEY OF WHAT PARENTS WANT RIGHT BEFORE THE 19TH. BOARD AGREED TO HAVE PARENTS SURVEYED.**

4.0 INFORMATIONAL ITEMS:

4.1 Loleta Community Resource Center Report (THIS WILL BECOME A MONTHLY REPORT)

5.0 ACTION ITEMS:

5.1 Possible Approval of Resolution 20-11 State Trans Borrowing Program CP MOTION TO APPROVE, JS 2ND, ALL IN FAVOR UNANIMOUS MOTION CARRIES

6.0 CLOSED SESSION: 6:09 PM

6.1 Personnel

6.1a Acceptance of .5 FTE custodian resignation

John made a motion to accept resignation of Abraham.

Brenda seconded themotion.

Motion carries.

7.0 OPEN SESSION: (Actions made in closed session must be announced) 6:24 pm left closed session

8.0 ANNOUNCEMENTS:

9.0 FUTURE AGENDA ITEMS: Next Meeting will be January 14, 2021 at 5:30

10.0 ADJOURNMENT:



AGENDA DE LA REUNIÓN DE FIDUCIARIOS DE LA JUNTA

Ubicación: Loleta Elementary 700 Loleta Drive, Salón 2 \ Únase a la reunión de Zoom:

<https://us04web.zoom.us/j/77181618349?pwd=RDU4cGdFSm81UEZtSUI1VUxDS2xkZz09>

ID de la reunión: 771 8161 8349

Código de acceso: FsXEd8

Tenga en cuenta que los comentarios públicos deben limitarse a tres minutos con una conversación sobre un tema que no exceda los 20 minutos. Durante las reuniones de Zoom, no se revisará la sala de chat. Si desea hacer preguntas y obtener respuestas, envíe sus preguntas a Lisa Armstrong larmstrong@loleta.org . Como secretaria, ella se reunirá y enviará las preguntas a la junta para que las revisen y respondan en un momento posterior.

Gracias.

Fecha: 17 de diciembre de 2020

Hora: 5:30 PM

1.0 SESIÓN ABIERTA:

1.1 Pasar lista

2.0 CALENDARIO DE CONSENTIMIENTO:

2.1 Aprobación del Acta del Directorio del 11-12-2020.

3.0 COMENTARIO DEL PÚBLICO:

3.1 Los comentarios están limitados a tres minutos por orador y una conversación total sobre cualquier tema se limitará a 20 minutos por reglamento de la junta.

4.0 ARTÍCULOS INFORMATIVOS:

4.1 Informe del Centro de Recursos Comunitarios de Loleta

5.0 ARTÍCULOS DE ACCIÓN:

5.1 Posible aprobación de la Resolución 20-11 Programa estatal de préstamos trans

6.0 SESIÓN CERRADA:

6.1 Personal

6.1a Aceptación de .5 renuncia del custodio FTE

7.0 SESIÓN ABIERTA: (Las acciones realizadas en sesión cerrada deben ser anunciadas)

8.0 ANUNCIOS:

9.0 PUNTOS FUTUROS DE LA AGENDA: La próxima reunión será el 14 de enero de 2021 a las 5:30

10.0 FINALIZACIÓN:



Lolita

Union Elementary School District



Superintendent's Report 1-14-2021

LES During the Pause

- We hope you all had a great break. This marks the second week of our "Pause." We miss the students. However, we are certainly glad that we did take a pause because we have protected our school from positive cases of covid involving the community which could possibly have spread here. Thanks to all for doing the extra work and supporting our students. Teachers are reporting that they feel distance learning is going well.
- We will be receiving more CARES Act funds and the use of these funds as broadened to include infrastructure: floors and roofs for example. This money with our community's support for spending will hopefully go to us making some much needed repair for our roofs and flooring!
- All families have been called with our survey to see who would like to return with the hybrid and who would like to remain on 100% DL. Please see the tally document for totals.

Technology

- The 50 chromebooks originally ordered as mentioned in the last report are still backordered without an arrival date.
- Every teacher now has an Elmo (document camera), a computer and a LCD projector in their classrooms. Screens are up in all classrooms.
- We are still waiting for headphones to come in although they did come in for LEAP!
- At this point we have enough chromebooks that we are 1:1 and we have a class set of chromebooks in a chrome cart located in the middle-school library available for check out.
- All of our hotspots in are working to disperse them.
- The air filtration systems have arrived and are in classrooms.

General School Items

- Fountas and Pinnel ELA curriculum purchased by my Indian Education grant and CSI is here. Professional development has! Teachers have participated in two sessions with Naomi Shelton a representative from F & P and are also doing an online training on assessment. This will focus on Response to Intervention (Rti) for all our primary and elementary students and will then support students reading at and above grade level 1-8 grades. We are looking at expanding the program over the summer for the new year.
- ELAC continues to meet to reorganize itself and to re-establish its voice with the school. The next meeting on Wednesday January 13th where we will begin calendaring event ideas for the year.

Activities

- Santa Claus and his elves delivered toys to our students again this year! A big thanks goes out to Rex Bohn and the Toys for Tots program!
- Winter Break was the activity of the month!!!

Academics and Grants

- The kindergarten has new bikes and outdoor activities ! Thank you CSI and the PTO for your support!

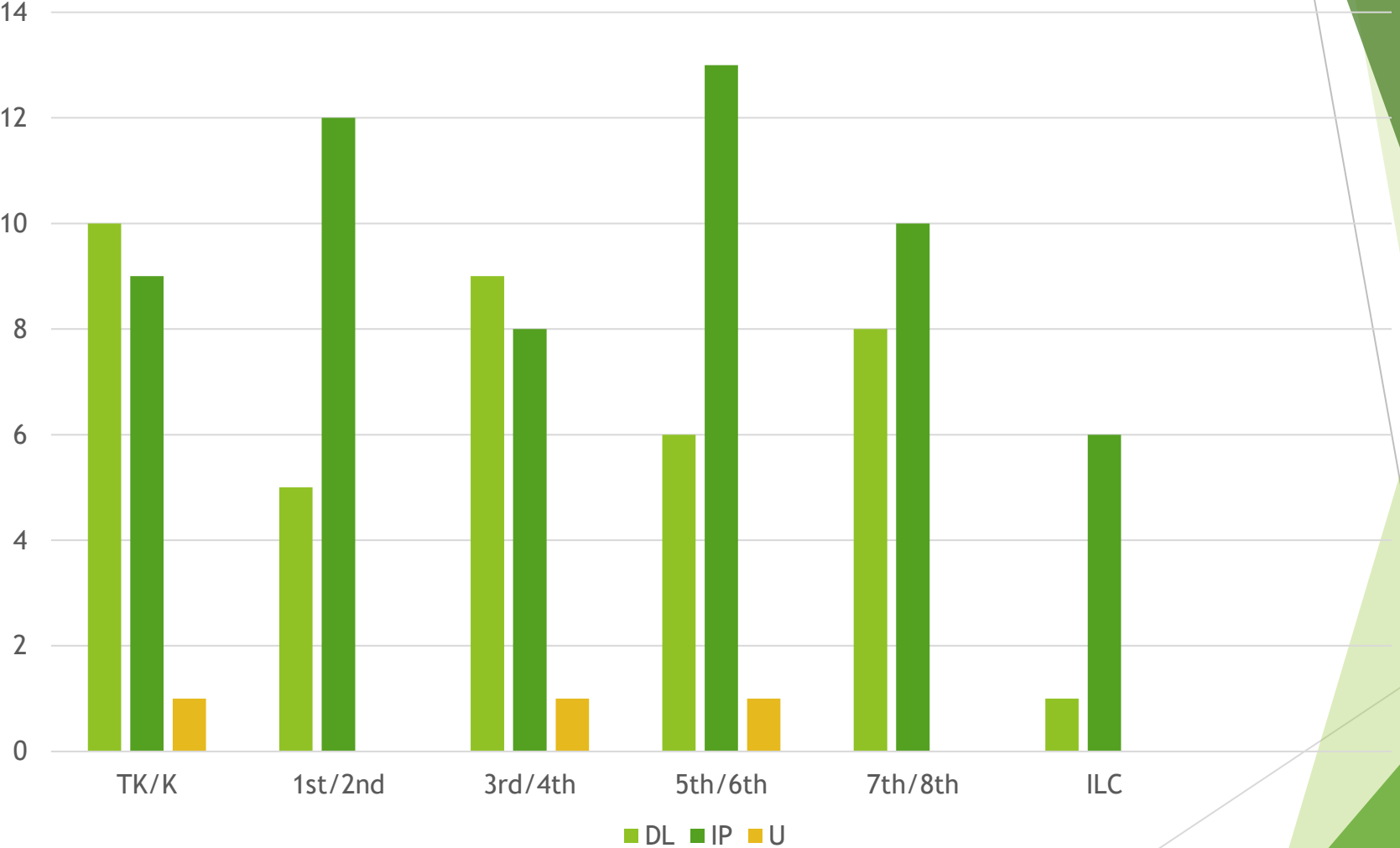
Results of LES Family Survey

January 2021

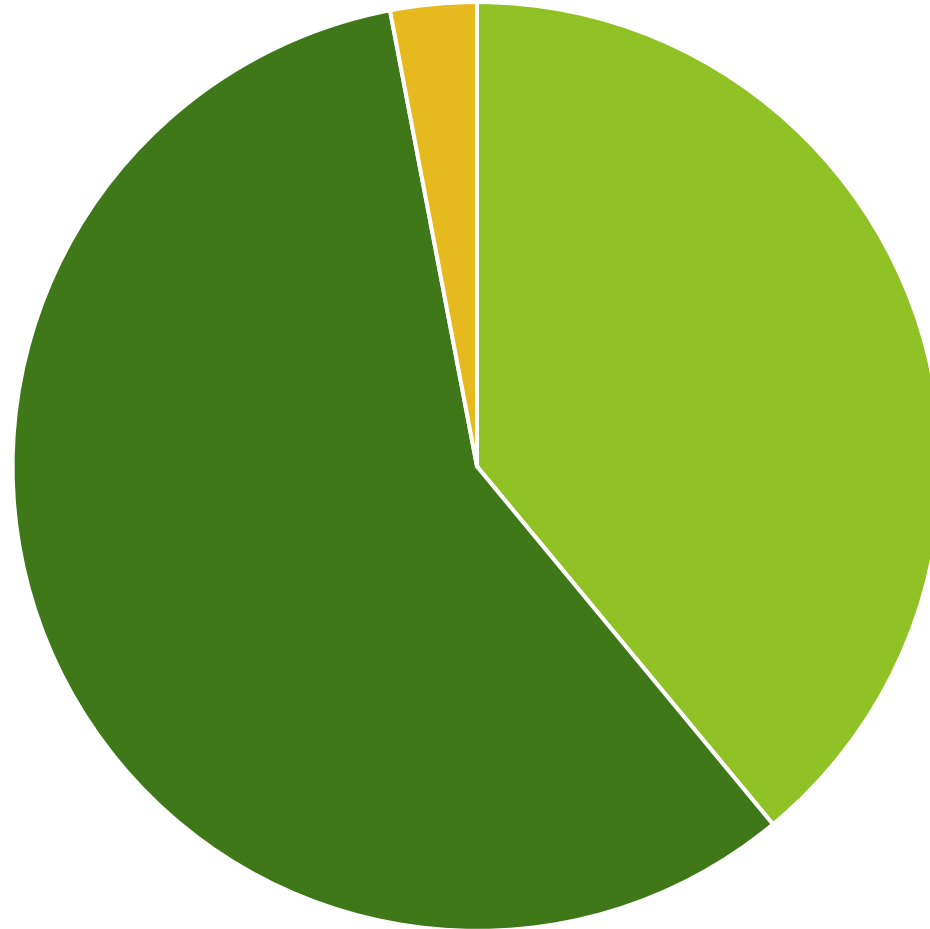
These Survey Results are from a survey that was given online and over the phone during the week of January 4th through January 12

- ▶ 100 students are now enrolled in Loleta.
- ▶ 39% have elected to remain in Distance Learning
- ▶ 58% have elected to come in person for hybrid.
- ▶ This represents almost a 40:60 ratio which is identical to what we saw in October.

LES DL versus In Person Survey Results



LES TK-8 Totals



■ Distance LearningL ■ In-Person ■ Undecided ■

TR	DL	IP	U	Total	%DL	%IP	%U
K	3	1		4	75%	25%	0
1	7	8	1	16	44%	50%	6%
2	2	7		9	22%	78%	0
3	3	5		8	38%	62%	0
4	4	3	1	8	50%	36%	14%
5	5	5		10	50%	50%	0
6	1	4		5	20%	80%	0
7	5	9	1	15	33%	60%	7%
8	6	6		12	50%	50%	0
ILC	2	4		6	33%	67%	0
	1	6		7	14%	86%	0
TOTAL	39	58	3	100	39%	58%	3%



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P.O. Box 547
Loleta, CA 95551 Ph:707-733-5705
Fax:707-733-5367
Superintendent/Principal
Autumn Chapman
achapman@loleta.org
arojo@loleta.org
larmstrong@loleta.org
Website: loletaschool.org

Loleta Elementary School

School Climate Report

January 11, 2021

Socio-Emotional Curriculum and Supports: Each Wednesday, the Wellness Wednesday video is available on the Loleta Elementary School Facebook site and webpage. The Wellness Wednesday video is an opportunity to remind students, teachers, parents, and families of positive wellness tips and activities to help manage stress and utilize positive wellness strategies. Topics for the month of January will include:

- Setting goals for the year including smiling to increase wellbeing
- Courage and honoring Martin Luther King, Jr.
- Growth Mindset

Trainings: Classified staff participated in a Wellness Training on January 8, 2021 with a focus on wellness during covid and the winter months, secondary trauma, suicide prevention and intervention, and coping skills.

Positive Behavior Interventions and Supports (PBIS):

Teachers are nominating a student of the week who has demonstrated Safe, Responsible, Respectful, and/or Kind behaviors during the school week. The student who has been nominated receives a home visit where they can choose a prize and get their picture taken for the Loleta Elementary School Facebook page. Here are some of our December nominees:



Diego Castillo



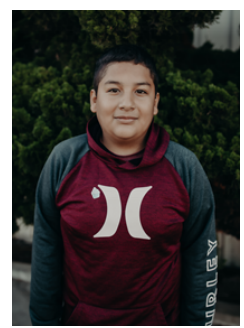
Madi Anello



Lloyd "Bob" Brenard



Kaliha Black



Mauricio Gonzalez-Herrera

Parent/Guardian Wellness Circle: In an effort to support parents, caregivers, and the greater Loleta Elementary School community, a Wellness Circle will be offered to families on the third Thursday of the month from 5-6:00pm via Zoom. At 6:00 pm there will be time for participants to ask questions about how to best support their child with school.

Meeting dates are as follows:

Tuesday January 19, 2021
Tuesday February 16, 2021
Tuesday March 16, 2021
Tuesday April 20, 2021
Tuesday May 18, 2021

Stakeholders Equity Committee Meetings: Stakeholders meetings are held twice per month on the second and fourth Wednesdays of the month from 4:30 to 5:30pm via Zoom. We encourage community members to participate.

Meeting dates are as follows:

January 13 and 27
February 10 and 24
March 10 and 24
April 14 and 28
May 12 and 26
June 9 and 23

Agenda for the January 14, 2021 Stakeholders meeting includes:

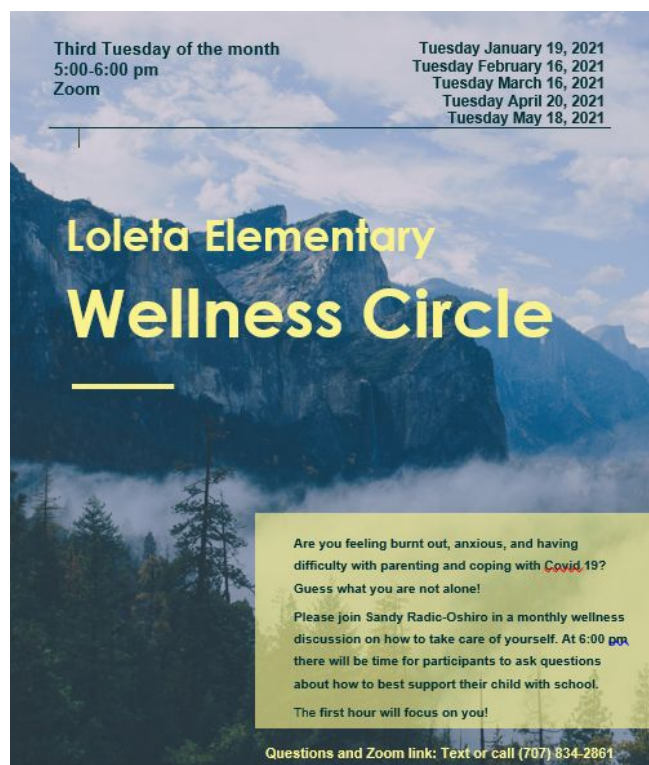
Change in Stakeholders name
Review/Revise Group Norms

Previous Norms:

- Agree to disagree
- One person speak at a time
- Speak in a respectful way in the group and to others
- Be open to others opinion
- Please use phone outside of room
- Stay on topic
- Share air time

Create Mission Statement
Indian Education Committee
MTSS Manual

Respectfully submitted by,
Sandy Radic-Oshiro, MA, NCSP
School Climate Director
Loleta Elementary School
(707) 834-2861
sradic-oshiro@hcoe.org



PTO had an informal meeting 12/9/2020. Monica Robles asked PTO how they would feel about starting a Facebook fundraiser for the kindergarten playground, PTO said they would share the fundraiser if Monica created it. The fundraiser raised \$400!

January 8th, 2021

Dear Loleta Elementary School Board,

I am happy to report out some of the things that have been happening in the last six months since I started my position as the Loleta Community Resource Center coordinator.

1. Rental/Facilities Use Agreement – St. Joseph Hospital will be able to cut a check to support the school in lieu of the last six months of rent that didn't come through due to the contract being stuck. We appreciate your patience very much.
2. LES/LCRC collaborating to apply for a Farm to Fork grant to support garden activities on campus
3. The LCRC has been supporting with the hiring of interpreting services for the ELAC meetings in the last four months.
4. The LCRC is happy to join efforts in getting some supplies for the kindergarten class (sand and water activity play center)
5. In the last six months, the LCRC has supported the garden activities with a budget of over \$12,000 to help with labor costs and supplies such as
 - a. tractor attachments to facilitate the hard work that happens at the garden, (bucket fork, chain harrow)
 - b. seeds for the upcoming planting seasons (peppers, corn, pumpkins, tomatoes, beans, etc.)
 - c. garden school curriculum
 - d. materials to winterize the green house, lumber, etc.
 - e. large gardener's supply cart, among other
6. We are thankful to Cas and Abraham for taking care of the buildings that are damaged by the weather. The LCRC got additional tiles to replace them in the various mobile classrooms.
7. We are currently planning the yearly calendar of activities. We are looking forward to, as every year, continue to coordinate the Loleta - First 5 playgroup and the monthly local Food for People-Food Pantry Distribution that served 432 households in the last six months, and hope to bring flu and Covid vaccination clinics to our community, as well as the potential for a community-wide mini garden installation event in collaboration with Cooperation Humboldt to support our families to grow their own food.

Looking forward to a year of great opportunities for our school community and the wider community of Loleta.

Sincerely,

Marcelina Mejía de Castillo
Sr. Community Program & Service Coordinator
Loleta Community Resource Center
(707) 733-9382



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Board Meetings and the Brown Act: a Quick Reference

Public Comment:

- Public must have an opportunity to comment before a Board takes action.
- May adopt time limits per person and per topic. Limits should be part of a Board Policy or Resolution, but a Board can vote to temporarily change the limits for particular agenda items if, for example, extensive comment is expected.
- May limit the public's video or audio taping only if the Board finds that the noise, illumination, or obstruction of view disrupts the meeting.
- May only eject a member of the public if they are actually disrupting the proceedings. May also clear the room due to disruptions, but cannot continue the meeting until the public is allowed back in to the meeting room.

Common Grounds for a Closed Session Under the Brown Act: The Brown Act permits a Board to meet in closed session under limited circumstances. The Brown Act also provides standard agenda language that, if used correctly, complies with the Brown Act.

1. **Real Estate:** to meet with a designated real property negotiator to give instructions regarding price and the terms of payment.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: (street address or parcel)

Agency Negotiator: (name)

Negotiation Parties: (parties the District is negotiating with)

Under Negotiation: (price, terms of payment, both, etc.)

2. **Litigation:** to confer with legal counsel on existing or anticipated litigation.

- A. **Existing Litigation:** the District is a named party in litigation or a similar action, like a PERB charge or special education due process filing.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't. Code section 54956.9(d)(1).)

Name of Case: (claimant's name, name or parties, or case number)

OR

Case Name Unspecified: (state whether identifying the case would jeopardize settlement discussions or service of process)

- B. Anticipated Litigation:** the Board is considering filing a lawsuit or, due to “existing facts and circumstances,” your legal counsel or the Board believes that there is “significant exposure” to litigation.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Significant exposure to litigation pursuant to Gov’t. Code § 54956.9(d)(2) or (3).)

Number of potential cases: (#)

OR

(Initiation of litigation pursuant to Gov’t. Code § 54956.9(d)(4).)

Number of potential cases: (#)

- 3. Public Employment:** to consider or take action on the appointment, employment, evaluation, discipline or dismissal of employees, or to hear complaints or charges against employees, unless the employee requests a public hearing.

A. Who can we discuss? Employees, administrators, or independent contractors who act like employees (legal counsel or other professional consultants). The Board cannot consider or take action on positions that are normally elected by the public (Board Member appointment) or elected by the Board (subcommittee appointment).

B. Can we discuss compensation? Only a disciplinary reduction in pay. Other compensation discussions could fall under the “Labor Negotiations” agenda item.

PUBLIC EMPLOYEE APPOINTMENT *or* PUBLIC EMPLOYMENT

Title: (position or description of position to be filed)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: (position of employee being reviewed)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Note that the employee must be given 24-hours advanced notice to request a public hearing if complaint will be considered.)

- 4. Labor Negotiations:** to meet with the Board’s designated representatives regarding salaries, salary schedules, or fringe benefits, in connection with negotiations. This does not permit actual negotiations with another party. This is usually used to discuss negotiations with bargaining units, but can also be used to give direction regarding negotiations with unrepresented employees like a superintendent.

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: (names of negotiators attending closed session)

Employee organization: (your union/bargaining group)

OR

Unrepresented employee: (title of position, like “Superintendent”)

5. **A note on “superintendent” contracts:** any employment contract for a position with “superintendent” in the title must be approved during a regular (not special) board meeting in an open session. If the position is an “executive” position, which includes positions with “superintendent” in the title and may include others, like “directors,” an oral summary of the salary or salary schedule and fringe benefits must be presented in the same open session prior to any vote to approve the contract(s).

Some Common Actions Must be Reported Out Immediately After the Closed Session:

following a closed session, the Board must provide an oral or written report on certain actions taken and the vote of every Board Member present.

1. **Real Estate:** if the Board’s approval of a real estate agreement makes the agreement final, the Board shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held.
2. **Litigation:** the Board shall report out-
 - A. Approval given to its legal counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in any form of litigation. The report shall identify, if known, the adverse party or parties and the substance of the litigation. If approval is given to initiate or intervene in an action, the report does not need to identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action was given to legal counsel.
 - B. Approval of a settlement agreement if the Board’s approval makes the settlement agreement final. The report shall identify the substance of the agreement.
3. **Public Employment:** action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee shall be reported at the public meeting during which the closed session is held. The report shall identify the title of the position. *However*, the report of a dismissal or of the nonrenewal of an employment contract shall be deferred until the first public meeting following the exhaustion of administrative remedies (e.g., appeals to Board), if any.
4. **Labor Negotiations:** approval of an agreement concluding labor negotiations with represented employees shall be reported after the agreement is final and has been accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation.

Commandments for the Governance Team

1

Oath of Office

"I, _____, do solemnly swear (*or affirm*) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter...."

2

#1. THY GOVERNANCE TEAM SHALL KEEP THE BEST INTEREST OF STUDENTS AS THE PRIORITY!

3

- ▶ Today's quality of public education will determine the future quality of our nation; our people, government, military, economy, and our communities.
- ▶ The governance team gives direction, provides stability, and instills confidence in the staff and community

4

- School districts perform best when there is a strong partnership between the Board and the Superintendent. This partnership doesn't develop by chance; the Superintendent and the Board members must carefully cultivate it to become a team.

5

**#2. THOU SHALL SERVE WITH
DIGNITY AND HUMOR!**

6

Dignity

Bearing, conduct or speech indicative of self-respect or appreciation of the formality or gravity of an occasion.

Worthiness!

7

► #3. THOU SHALT UNDERSTAND YOUR ROLE
AS A TRUSTEE!

8

- ▶ A Trustee's job is not to run the District well, but to see the District is well run.
- ▶ Your actions and decisions, both individually and collectively, should always be guided by what is **best for the students** of the District; your personal commitment should never stray from a determination to provide the best possible education for each student.

9

- Your authority, your power as a trustee lies not with you as an individual, but rather with you as a **member of the team**. It is the board, **not an individual**, that establishes the policies which provide direction for the district.
- Remember, you were elected to be a trustee, **not an administrator**.

10

- Significant instructional change will not occur unless the Governance Team shows strong, passionate leadership and focuses on instruction.
- New? Do your homework - Review Board meeting minutes from the past six meetings.
- Meet with the Superintendent and ask to be introduced to key staff members

11

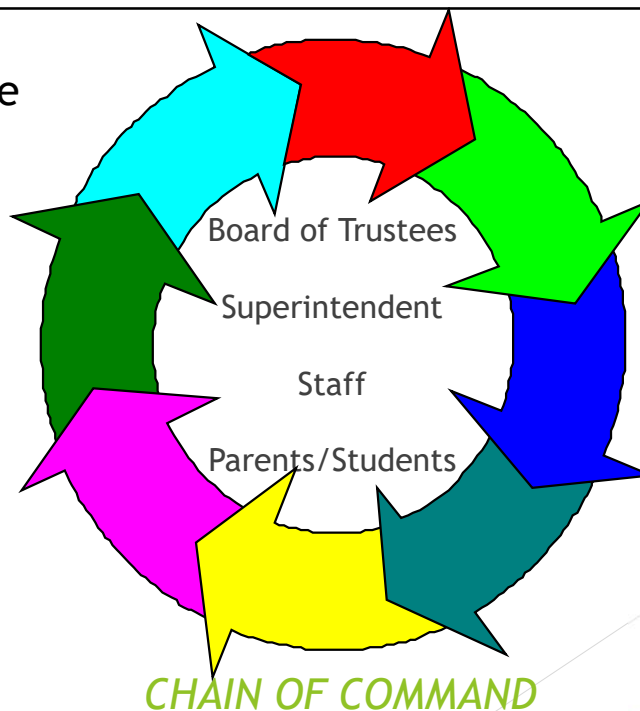
**#4. THOU SHALL ALWAYS
FOLLOW THE CHAIN OF
COMMAND!**

12

- The Board's only employee is the Superintendent and the Board gives instruction to him or her alone.
- If the issue will affect the entire **organization**, it is a **policy**.
- If the issue will affect an **individual** employee, it is most likely **administrative** in nature.

13

Remember -
Authority can be
delegated, but
accountability
cannot.



14

#5. THOU SHALT HOLD CONFIDENTIAL ITEMS IN CONFIDENCE!

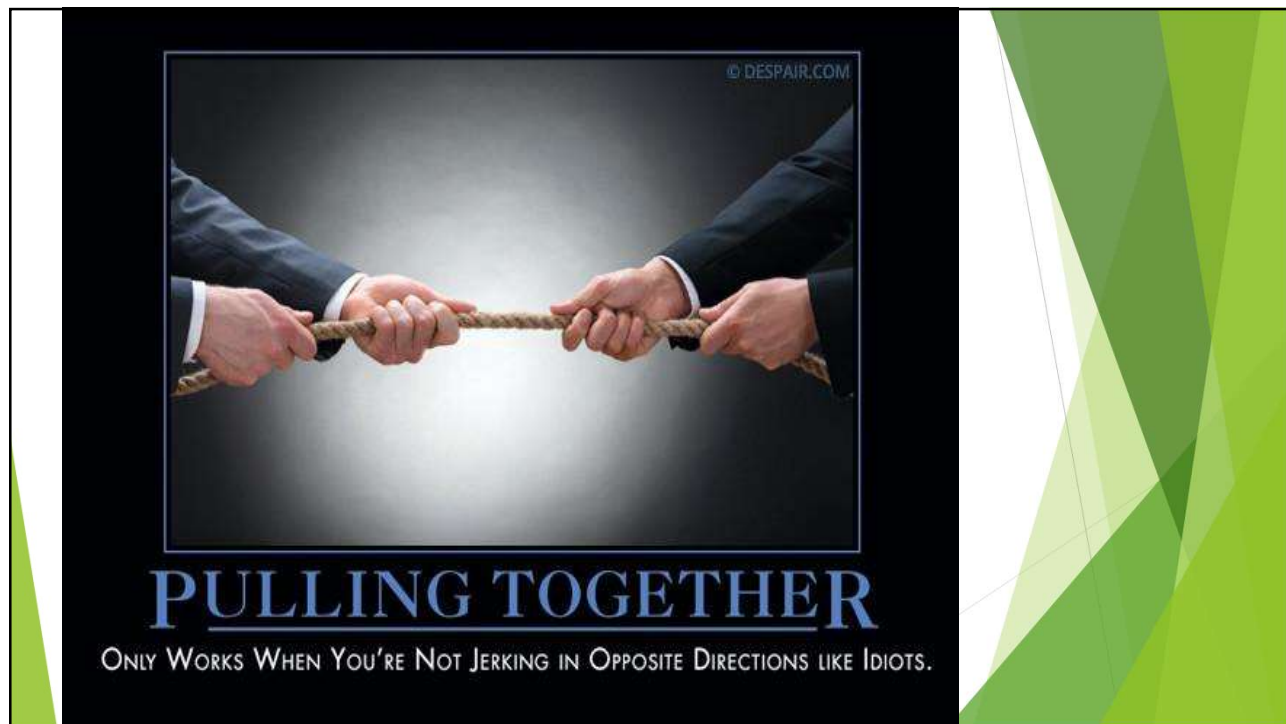
Closed session agenda items must be kept confidential! You have to be able to trust each other, and it is the law!

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6. THERE SHALL BE NO SURPRISES AT A BOARD MEETING!

- ▶ Adopt a “no secrets - no surprises” policy.
- ▶ Do not surprise your Superintendent, fellow Board Members, or administrators at your meeting in public with unexpected comments or requests

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7. THOU SHALL COME PREPARED FOR BOARD MEETINGS!

- ▶ Review your Board packet before the meeting.
- ▶ If you have questions, call the Superintendent.
- ▶ If you have not read your Board packet ...
 - Open it before you get out of the car.
 - Don't ask too many questions that expose ignorance resulting from your lack of preparation

18

Never forget ...

**A school board meeting is a
meeting held in public,
not a public meeting!
(unless on agenda)**

19



#8. How Long Should a School Board Meeting Last?

- ▶ Google it and you might be surprised ...
- ▶ How are you doing?
- ▶ Periodic Evaluation of your meetings
- ▶ Public Comment: Time Limit consistent

20

#9. THOU SHALT NOT EXPECT UNANIMOUS VOTES ALL THE TIME

Expect to be in the minority on Board decisions once in a while, and accept the majority decision graciously. The time to voice your opinions about issues is before the vote is taken.

Agree to disagree, but don't be disagreeable.

21

10. THOU SHALT REMEMBER THAT NO MATTER WHAT THE CONTROVERSY... THIS TOO WILL PASS

- Deal with issues and interest, not power and positions.

22

11. THOU SHALL NOT SPEND MORE MONEY THAN THOU HASETH! TRUSTEES:

- ▶ Adopt and oversee the annual budget and allocate resources to the needs of the District.
- ▶ Adopt policies that give the District direction to set priorities and achieve its goals.
- ▶ Set perimeters for the collective bargaining process to guide the process.
- ▶ **Remember Rule 1: Students First with resource allocations!**

23

FCMAT Predictors of School Agencies Needing Intervention

1. Leadership Breakdown
2. Ineffective Communication
3. Collapse of Infrastructure
4. Inadequate Budget Development
5. Limited Budget Monitoring
6. Lack of Data Accuracy, Collection, and Reporting
7. Human Resources Issues
8. Inattention to and/or High Levels of Debt
9. Cash Monitoring of Accounting Deficiencies
10. Related Issues of Concern

24

12. THOU SHALT FOLLOW THE GOVERNANCE HANDBOOK!

IF YOU DON'T HAVE ONE, DEVELOP ONE!

25

#13. Don't Let The Public Dictate How The Meeting Is Run

- ▶ If the Board Room fills up....you should not tense up or feel the need to govern differently
- ▶ Practice running great board meetings all the time....then it is easier when a controversial meeting fills up the room

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SSDA Board of Trustees Training - Perils and Pitfalls to Avoid

Presented by:

Eric Stevens and Omer Khan

January 9 and 13, 2021

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Overview



- Brown Act
- Conflicts of Interest
- FPPC Form 700
- Public Records Act

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The Brown Act

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Brown Act



- The Brown Act is a “sunshine law” which requires that meetings of legislative bodies of local agencies:
 - Be open to the public
 - Follow published agendas
 - Provide opportunity for public comment
- Specifies circumstances under which public agencies can meet in closed session

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Brown Act



- **Transparency:** public business is conducted in public as much as possible.
- **Notice:** posted agenda gives the public enough time and enough information to make an informed decision about whether to attend.



Coverage



- A meeting is:
 - Any congregation of a majority of members of a legislative body at the same time and location, including by teleconference, to **hear, discuss, deliberate or take action** on any matter within the subject matter jurisdiction of the legislative body
 - Includes both face-to-face gatherings (including informal meetings) and remote gatherings (for example, by conference call)



Coverage (cont'd)



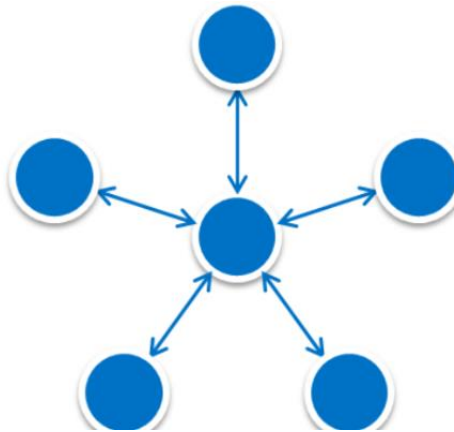
- “Serial Meetings”
 - A majority of members may not use a series of communications, directly or through intermediaries, to discuss, deliberate or take action on any item of business within the board or committee’s jurisdiction
 - A “serial meeting” is a series of communications by individual members or less-than-quorum groups that ultimately involves a majority of the body’s members
- Each individual communication is okay, but collectively these communications constitute a “meeting”



Coverage (cont'd)



- “Daisy Chain”
 - Allison talks to Bob
 - Bob talks to Carlos
 - Carlos talks to Diane
 - Diane talks to Ed
- “Hub and Spoke”



Coverage (cont'd)



—Serial meetings include:

- Debate, discussion, lobbying or any other part of the deliberative process
- “Polling” members

—Serial meetings do not include:

- An employee or official engaging in separate conversations or communications with members in order to answer questions or provide information, so long as the employee or official does not communicate to members the comments or position of any other member

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Coverage (cont'd)



The Brown Act expressly excludes certain gatherings of members from its requirements:

1. Conferences
2. Other Public Meetings
3. Social or Ceremonial Occasions

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Public Meetings



- Except where closed meetings are authorized, must be open and public
- All persons must be permitted to attend
- Attendees have the right to record or broadcast public meetings, unless the board or committee reasonably finds that the noise, illumination or obstruction of view will persistently disrupt the meeting

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Public Meetings (cont'd)



- Agendas must include a time for the public to address the board before board action
- Meetings must be held within the territory over which the board has jurisdiction, except in specified circumstances
- The board may adopt reasonable regulations regarding public input, including limiting the time for each speaker and the total time on each topic

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Public Meetings (cont'd)



- No action may be taken and no discussion may take place on any item not on the agenda, except:
 - Members or staff may briefly respond or ask clarifying questions in response to statements or questions from the public
 - Members or staff may make brief announcements and brief reports on their activities
 - Members may direct staff to place a matter on a future agenda



Agenda and Notice Requirements



- Agendas of regular meetings must be posted in a public place at least 72 hours in advance and notices of special meetings must be posted in a public place at least 24 hours in advance
- In rare circumstances, special meetings may be called upon 1 hour's notice to members of the board/committee and media if an “emergency” exists



Closed Meetings



- Boards and committees may meet in closed session under limited circumstances
- Agenda language is key
- Government Code provides appropriate agenda descriptions at Section 54954.5, but still up to us to ensure meeting is compliant with the applicable closed session exception.

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Closed Meetings (cont'd)



Confidentiality must be preserved.

- Only a majority of the board can vote to disclose confidential closed session information.
- Only a majority of the board can decide to waive attorney-client privileges.
- CAN report alleged Brown Act violations to district attorney or grand jury.

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Closed Meetings



1. To determine whether to **grant a license or permit** to a person with a criminal record
2. To **discuss threats to essential public infrastructure** with certain public officials (for example, attorney general or sheriff)



Closed Meetings (cont'd)



- 3. Real Estate:** confer with real property negotiator to give instructions regarding price and terms of payment.



Closed Meetings (cont'd)



4. **Litigation:** confer with legal counsel on existing or anticipated litigation.

- Existing Litigation: proceeding before a court, administrative authority, hearing officer, or arbitrator.
- Anticipated Litigation: “existing facts and circumstances” lead attorney or board to believe there is “significant exposure” to litigation.
- Anticipated Litigation: board is considering filing a lawsuit.



Closed Meetings (cont'd)



- 5. Public Employment:** to consider or take action on the appointment, employment, evaluation, discipline or dismissal of employees, or to hear complaints or charges against employees, unless the employee requests a public hearing

Purpose is to avoid publicity or embarrassment for an employee or applicant, and allow full and frank conversation by the board



Closed Meetings (cont'd)



6. Public Employment:

Covered: employees, administrators, independent contractors who act like employees (legal counsel or other professional consultants)

Not Covered: elected officials or appointments to the board or a subcommittee

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Closed Meetings (cont'd)



6. Public Employment:

Covered: disciplinary reduction in pay

Not Covered: other compensation discussions

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Closed Meetings (cont'd)



6. Public Employment:

Covered: action to appoint, employ, dismiss, or accept the resignation of an employee

BUT, must report out on the action at the same public meeting



Closed Meetings (cont'd)



- 7. Labor Negotiations:** to meet with its designated representatives regarding salaries, salary schedules, or fringe benefits, in connection with negotiations

Does not allow a closed session for actual negotiations with the “other side”



Teleconferencing



- The usual limitations on telephonic or video meetings are relaxed during the COVID-19 pandemic.
- Any or all board members may join a meeting by phone or video conference so long as the public is still provided an opportunity to participate.



Teleconferencing (cont'd)



- Must protect the statutory and constitutional rights of the parties or the public appearing before the legislative body.
- Normally each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.



Consequences of Violations



- Actions may be declared invalid as a result of:
 - Agenda posting violations = action on items not posted and for which no proper exception exists
 - Improper closed sessions
- Board members who attend a meeting at which action is taken in violation of the Brown Act, with wrongful intent to deprive the public of information to which it is entitled, are guilty of a misdemeanor

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Consequences (cont'd)



- Some actions will not be declared invalid:
 - Substantial compliance with the law
 - Creating a contractual obligation that someone else has relied upon in good faith
- “Cure and Correct Demand”



What About Electronic Communication?



- Same rules apply to e-mails and text messages
- Social Media = AB 992 just clarified that board members may not respond directly to any other board member's postings regarding a matter within the board's jurisdiction
- Beware the "Reply-All"

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Scenario 1



These items are on the agenda:

- Consideration of Contract with Acme Architects.
- Presentation on 2019 California School Dashboard Results.
- Consideration of Resolution 20-21-03.

Are these descriptions sufficient?

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Scenario 2



Each agenda includes an item titled “Superintendent’s Report” with no further details, during which time the Superintendent updates the Board on notable topics of interest.

Is this permissible?

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Scenario 3



During public comment, a speaker begins cursing non-stop. What can you do?

A speaker complains that a principal discriminated against a student. What can you do?

A speaker complains about federal tax reform. What can you do?

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Scenario 4



A parent emails the entire Board to ask the Board to vote “no” on an upcoming agenda item.

What do you do?

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Conflicts of Interest

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Key Conflicts Laws



- Political Reform Act
- Gov't. Code Section 1090
- Gov't Code Section 1126
- Common Law (judicial decisions)

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Political Reform Act



- No Official or Employee Can Use Position to Influence a Decision in Which she Knows or has Reason to Know she has a Financial Interest
- Reasonably Foreseeable that Decision will have Financial Effect
- More Than Effect on Public Generally

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Political Reform Act (Cont'd)



- Financial interests:
 - (1) investments,
 - (2) interest in property,
 - (3) sources of income,
 - (4) sources of gifts, and
 - (5) personal finances.



Political Reform Act (Cont'd)



- Financial interests range from \$250 and up, depending on type of economic interest.
- Recusal can make Board action OK.



Government Code 1090



- Prevents Boards from making Contracts if (1) a Board Member is Financially Interested or (2) an Employee who is Financially Interested participated in making the Contract
- Only Requires a Minimal Financial Interest
- Few situations in which recusal is OK

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Government Code 1090 (Cont'd)



- Recusal only OK if:
 - (1) A board member's financial interest is only "remote," as specified by law, or
 - (2) The "rule of necessity" applies.



Government Code 1090 (Cont'd)



- “Remote Interests” defined in Govt. Code Sections 1091 and 1091.5, including (but not limited to):
 - Paid officer/employee of a nonprofit 501(c)(3)
 - Employee or agent of certain sized business
 - Already supplied goods or services for 5+ years
 - Attorney or broker, no direct benefit

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Government Code 1090 (Cont'd)



- More “Remote Interests”
 - Parent
 - Employed by another governmental entity
 - Settlement of litigation (certain conditions)
 - Competitive bidding, lowest bidder



Government Code 1090 (Cont'd)



- Some Financial Interests are Deemed a “Non-Interest,” and recusal is not necessary
 - Less than 3% ownership, and less than 5% of personal income
 - Reimbursement of expenses
 - Public services
 - Preexisting employment of spouse
 - Volunteer for non-profit/tax exempt corp.

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Government Code 1090 (Cont'd)



- Limited “Rule of Necessity” can allow contract with recusal
 - Board member is only person who can supply an essential service
 - Public board is the only entity authorized to act

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Government Code 1099



- Prevents Incompatible Positions
- Does one agency/entity have authority or influence over the other?
- Potential conflict or overlap in duties and responsibilities?
- JPAs are a specific exception

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Common Law



- Aimed at Avoiding Temptation to Personally Benefit
- Abstention is Acceptable
- Appearance of Personal Benefits



Scenario 1



A Trustee has two students who ride the bus to school. The Board will consider an agenda item to raise transportation fees.

Can the Trustee participate in the decision?

Can the Board cut transportation fees?

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Scenario 2



A Trustee is a project manager employed by a construction company. The company bids on a school modernization project.

Can the Trustee participate in the decision?

Can the Board award the project to the company?

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Scenario 3



A Trustee volunteers for the local YMCA. Can the Board enter into an MOU with the YMCA to use its gym?

Does it make a difference if the Trustee is a paid employee of the YMCA?



FPPC Form 700



- Statement of Economic Interests:
www.fppc.ca.gov/Form700.html.
- File when running for, assuming or leaving office.

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Form 700 – Assuming Office



- Investments, interests in real property, and business positions held on the date you assume office by you, a spouse, or dependent child.
- File at your County Elections department.
- File within 30 days of assuming office.

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Form 700 – Schedules A1 and A2

Investments



- Reportable Interests: stocks, business entities, sole proprietorships, partnerships, LLCs, corporations, and trusts.
- Non-Reportable Interests: insurance policies, government bonds, diversified mutual funds or ETFs, bank/savings accounts, annuities, commodities, gov't. pension.

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Form 700 – Schedule B

Real Property



- Reportable Interests: rental property in the jurisdiction, or within two miles of the boundaries of the jurisdiction.
- Non-Reportable Interests: home; vacation home if you do not rent it.



Form 700 – Schedule C

Income, Loans, and Biz. Interests



- Reportable Interests: over \$500 from the same source in the prior year IF the source is, expects to, or did business within your jurisdiction in the prior two years; non-governmental salary; non-commercial loans.
- Non-Reportable Interests: governmental salary.

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Form 700 – Schedule D Gifts



- Reportable Interests: gift of \$50 or more; multiple gifts from one source totaling \$50 or more.
- Non-Reportable Interests: most gifts from close family; gifts exchanged of similar value.



Form 700 – Schedule E

Travel, incl. Reimbursements



- Reportable Interests: travel paid for by a third-party.
- Non-Reportable Interests: expense reimbursements for work or paid by your school district for district business.





The Public Records Act

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Public Records



The California Public Records Act (PRA) provides two basic rights to the public:

- To inspect public records during normal office hours; and
- To obtain copies of them as desired.

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Public Records



- Identifiable public records. Govt. Code § 6253
- All communications related to public business “regardless of physical form or characteristics, including any writing, picture, sound, or symbol, whether paper, . . . magnetic or other media.” §6252(e).
- Email and text messages included.

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Tips



- Be mindful of what you write. Assume the public will see it.
- Be mindful of what you use to communicate. Use dedicated email account.
- Avoid text messages.





Misuse of Public Funds

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Misuse of Public Funds



- Using public resources for personal gain.
- Sending mass mailing at public's expense.
- “Gift” of public funds or resources.



Questions?



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Governance Handbook 2019

Board of Trustees

Jim Harvey, President

Tom Courtney, Vice President

Ruben Medina, Clerk

Chelsea LaGrange, Trustee

Jessica Risler, Trustee

Superintendent

Peter Livingston

This handbook reflects the governance team's work on creation of a framework for effective governance. This involves ongoing discussions about unity of purpose, trustee roles, commitment to norms, and developing consensus on protocols / formal structures that will enable the governance team to perform its responsibilities in a way that best benefits the children of Lucerne Valley Unified School District.

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EFFECTIVE GOVERNANCE

Governance – A Definition

School district governance is the process of setting organizational policies and standards that are adopted by the Board of Trustees and implemented by the Superintendent in order to provide strategic direction and ensure that objectives are met, risks are managed appropriately, and resources are utilized responsibly in order to ensure the best education possible for all students.

Governance tenets encompass the basic characteristics and behaviors that enable governance team members to effectively create a climate for excellence in a school district and maintain the focus on improved student learning and achievement. This Governance Handbook documents the governance responsibilities of the Board of Trustees and Superintendent of the Lucerne Valley Unified School District within these three dimensions:

1. Governing as a unified team with a shared vision to lead and serve the community
2. Mutual support for roles and responsibilities
3. Creating and sustaining a positive governance leadership culture

UNITY OF PURPOSE

Unity of purpose is a common focus, agreement on priority goals, and shared values about students and the district that transcend individual differences and fulfill a greater purpose.

A unity of purpose exists when the commitment to achieving these goals becomes the guiding principle of all trustees and the superintendent. The focused efforts of the Lucerne Valley Unified School District will be reflected in the vision and mission statements, and the strategic plan adopted by the board.

Belief Statement

We embrace being a small district where each student has a name and not just a number.

The Lucerne Valley Unified School District Vision Statement

All students will be proficient in State grade-level standards as determined by valid assessment measures. This will be achieved through the use of a highly qualified and trained staff, full implementation of effective curriculum, and research proven interventions under the guidance and support of highly qualified administrators. LVUSD will be a safe, caring, supportive environment for all.

The Lucerne Valley Unified School District Mission Statement

Lucerne Valley Unified School District is committed to becoming a model district in the State of California. Our students will be prepared academically, socially, and ethically to become lifelong learners and responsible, productive citizens.

GOVERNANCE ROLES AND RESPONSIBILITIES

Citizen oversight of local government is the cornerstone of democracy in America. The role of the trustees who sit on the board is to ensure school districts are responsive to the values, beliefs, and priorities of their communities. Boards fulfill this role by performing five major responsibilities. These are:

- Setting Direction
- Establishing an effective and efficient structure
- Providing support
- Ensuring accountability
- Providing community leadership as advocates for children and the school district

These responsibilities represent core functions that are so fundamental to a school system's accountability to the community it serves, they can only be performed by an elected governing body. Authority is granted to the board as a whole, not each member individually. Therefore, board members fulfill these responsibilities by working together as a governance team with the superintendent to make decisions that best serve all the students in the community.

The superintendent assists the board in carrying out its responsibilities and leads the staff toward the accomplishment of the agreed upon district vision and goals.

PERFORMING BOARD GOVERNANCE RESPONSIBILITIES

Set the direction for the school district

- Focus on student learning
- Receive needs assessment / baseline data
- Generate, review or revise setting direction documents (beliefs, vision, priorities, strategic goals, success indicators)
- Ensure an appropriate inclusive process is used
- Ensure these documents are the driving force for all district efforts

Establish an effective and efficient structure for the school district

- Employ and support the superintendent; set policy for hiring of other personnel
- Oversee the development of and adopt policies
- Set a direction for and adopt the curriculum
- Establish budget priorities, adopt the budget and oversee facilities issues
- Provide direction for and vote to accept collective bargaining agreements

Provide support through our behavior and actions

- Act with professional demeanor that models the district's beliefs and vision
- Make decisions and provide resources that support mutually agreed upon priorities and goals
- Uphold district policies and all actions the board has approved
- Ensure a positive working climate exists
- Be knowledgeable about district efforts

Ensure accountability to the public

- Evaluate the superintendent
- Monitor, review and revise policies and serve as a judicial and appeals body
- Monitor student achievement and program effectiveness and require program changes as indicated
- Monitor and adjust district finances
- Monitor the collective bargaining process
- Develop and implement board self-evaluation

Demonstrate Community Leadership

- Speak with a common voice about district policies, goals, and issues
- Engage and involve the community in district schools and activities
- Communicate clear information about policies, programs, and fiscal condition of the district
- Educate the community and the media about the issues facing students and the district
- Advocate for children and district programs to the general public, key community members, and local, state, and national leaders

ROLE OF SUPERINTENDENT

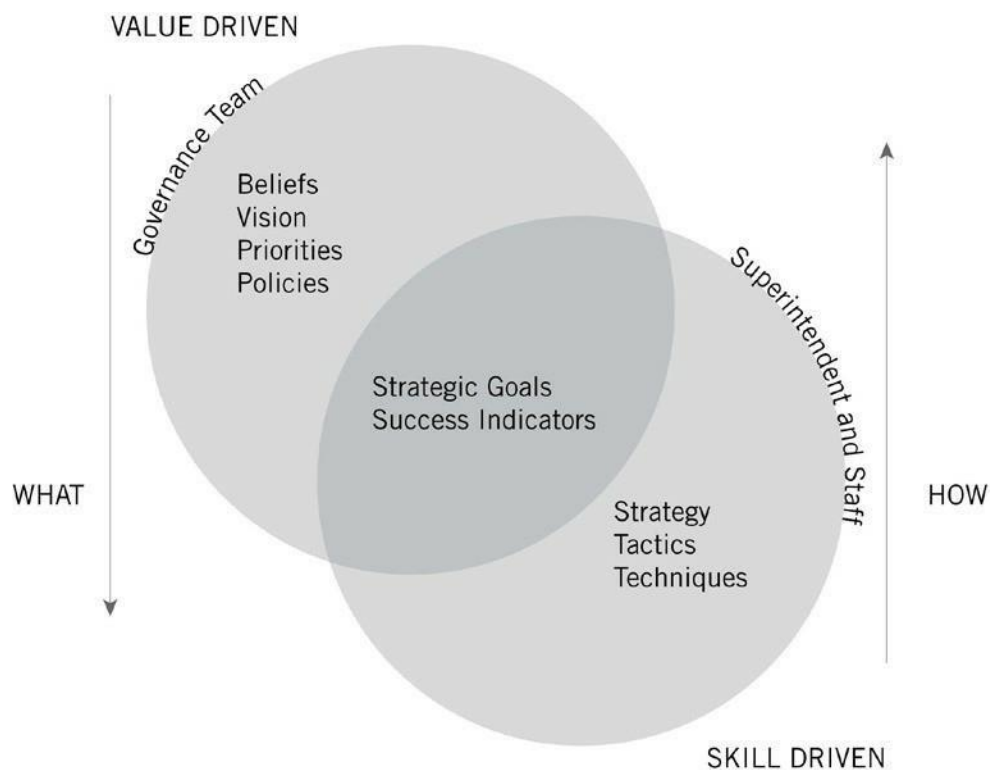
- Promotes the success of all students and supports the efforts of the board to focus on student learning and achievement.
- Values, advocates and supports public education, public charter schools authorized by the district, and all stakeholders.
- Recognizes and respects the different perspectives and styles of board members, staff, students, parents, and community, ensuring the diverse range of views inform board decisions.
- Acts with dignity, treats everyone with civility and respect, and understands the implications of demeanor and behavior.
- Serves as a model for the value of lifelong learning and supports the board's continuous professional development.
- Works with the board as a "governance team" and assures collective responsibility for building a unity of purpose, common vision, and positive organizational culture.
- Recognizes that the board/superintendent governance relationship is supported by the district's management team.

- Understands the distinctions between board and staff roles, and respects the roles of the board as the representative of the community.
- Understands that the authority rests with the board as a whole, provides guidance to the board to assist in decision-making, and provides leadership based on the direction of the board as a whole.
- Communicates openly with trust and integrity, including providing all board members with equal access to information, and recognizes the importance of both responsive and anticipatory communications.
- Accepts leadership responsibility and accountability for implementing the vision, goals and policies of the district.

EFFECTIVE GOVERNANCE TEAMS

Effective teams value and respect their essential roles, reach mutual agreement on the roles of the board and superintendent, and strive to operate within them.

UNDERSTANDING GOVERNANCE ROLES*



*Source: California School Board Association

Protocols to Facilitate Governance Leadership

Requesting Information from the Superintendent	
Principle	<ul style="list-style-type: none">● Critical to the ability of trustees to make informed decisions is timely access to Information.● The superintendent wants to be responsive to requests for information, maintain the focus on district priorities and balance the management of staff time.● This will provide clarity about the organizational structure for trustees and Staff.
Protocol	<ul style="list-style-type: none">● Trustees will always work through the superintendent when asking questions or requesting additional information on board meeting agenda items.● The superintendent will ensure timely responses to requests and will provide the information or direct trustees to the correct source. As appropriate, the superintendent will distribute answers to all trustees.● Board members will self-monitor to ensure one person's request for information does not divert an inappropriate amount of time from staff efforts to achieve district goals. Requests requiring inordinate amounts of time will be brought to the board to decide whether to support the request.

Meetings as Strategic Leadership	
Principle	<ul style="list-style-type: none">● The board meeting is a meeting to conduct district business in public. Well-run efficient meetings model leadership, promote trust and confidence and provide opportunities to demonstrate strategically moving the district forward and planning for the future.● The governance team wants to demonstrate to the public that the board maintains the focus on priorities and that deliberation and discussion are conducted with professionalism and respect.● The board meeting provides opportunities to share educational philosophy among the governance team and with the community.
Protocol	<ul style="list-style-type: none">● The board will communicate how the agenda topics link to district priorities and how actions link to the goals and strategies.● The principal/superintendent reports will explicitly demonstrate the relationship to the district goals.● The board members agree to share accountability for board deliberations that demonstrate that the 'right' amount of time is spent on the 'right' things while valuing the input of each member of the governance team.● Board member comments at the board meeting with focus on goals, professional learning or educational trends.● Annually and as needed the board will schedule study sessions and board conversations linked to the district's strategic priorities.

Role of the Board President	
Principle	<ul style="list-style-type: none"> • The board has an obligation to set an example of good government in action for the community. • The board intends for meetings to proceed professionally, efficiently and effectively. • The board president sets the tone and shapes the public's perception of the school board. • Each board member must have the opportunity to express his or her viewpoint during board deliberation.
Protocol	<p>The role of the board president is to:</p> <ul style="list-style-type: none"> • Confer with the superintendent before the board meeting to prepare, as necessary for the board meeting. • Facilitate the board meeting, supporting the effective flow of the discussion and encouraging input from all trustees while staying on task, moving forward, and maintaining proper meeting decorum • Model the tone and behavior the board wishes to convey to the community. • Following the board meeting, the board president with the superintendent will ensure there is appropriate follow-up and clarification of possible options for the board. • The board president serves as the primary spokesperson for the board.

Board Deliberation and Motions on Agenda Action Items	
Principle	<ul style="list-style-type: none"> • The tenets of parliamentary procedure help ensure the orderly conduct of board meetings. • Establishing clear and simple rules leads to wider understanding and participation, fostering a healthier exchange of ideas. • Motions are the vehicles for orderly decision making by the board
Protocol	<ul style="list-style-type: none"> • The board president will introduce the agenda item and present the opportunity for the superintendent and staff to report on the issue at hand and to provide staff recommendations. • The board president will open the item for discussion so that board members may exchange thoughts or ask the superintendent and staff for further clarification if necessary. • Members of the public will be afforded the right to address the board before or during consideration of the item. (Gov Code 54954.3) • The board president will call for a motion. A board member may act by saying "I move that.....". • Another board member may second the motion by saying "I second the motion" • The board president will acknowledge the motion and second and ask if any further discussion by the board is necessary • The board president will call for a vote saying "All in favor please respond by saying aye." "Any opposed please respond by saying no." • The board president announces the result of the vote and clarifies Board direction for the Superintendent and the record keeper.

Amended Motions and Substitute Motions

Principle	<ul style="list-style-type: none"> ● A “motion” is a formal proposal put before the board by a member of the board ● Any motion can be amending before board consideration ● There can be multiple motions on the floor at the same time
Protocol	<ul style="list-style-type: none"> ● A recommendation to amend a motion can be made by any member of the board. ● When a board member recommends amending a motion on the floor, if the maker and the person who seconded the motion accept the amendment, it now becomes the pending motion on the floor. ● If a recommended amendment is not accepted by the maker of the motion and person who seconded it, the person proposing the amendment must make a “substitute” motion and it must be seconded before the board can consider it. A substitute motion is a second motion separate from the first motion. ● When multiple motions exist simultaneously, the board should first consider the last motion made that is seconded. If this motion passes the action is final for this topic and the previous motion(s) becomes moot. If the motion fails, the motion made prior to the failed motion then becomes the pending motion for consideration by the board. The first motion made is the last to be considered. ● Substitute motions shall be limited to three to avoid confusion and unwieldy conversations.

Abstaining and “No” Votes

Principle	<ul style="list-style-type: none"> ● Voting on matters of business that come before the board is an important duty for school board members. ● Whenever possible, board members are encouraged to take a stand and cast a vote. ● Each trustee respects the right of other trustees to vote “no” on an issue. ● Occasionally a member may find the need to abstain from voting on a matter.
Protocol	<ul style="list-style-type: none"> ● As a courtesy to the Board, Members should attempt to clarify their intended vote during deliberation. ● An abstention is considered as a “not voting,” which means that it’s neither a vote in favor nor a vote against the motion being made. ● When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action. ● A member may abstain if they feel that there is insufficient information to vote on a motion, however that member should move that the item be tabled for lack of information and request the item be placed on a subsequent agenda. If there is no second on his/her motion to table or if the motion does not pass, the member may abstain from a vote. ● A member may abstain when a conflict arises. If the conflict is on a consent item, the member should pull the item from the consent agenda and disclose the conflict. This allows the member to vote on the remaining consent agenda. ● A member may abstain from voting to approve a previous meeting’s minutes if the member was absent at the meeting.

Board Meeting Agenda Consent Calendar

Principle	<ul style="list-style-type: none"> • A consent calendar allows the board to approve items together without discussion or individual motions. • Consent calendars help streamline meetings by allowing procedural decisions that are likely to be noncontroversial to be made through a single motion.
Protocol	<ul style="list-style-type: none"> • Board members, staff, or members of the public can request an item be pulled from the consent calendar for individual consideration. • Typical reasons to remove an item from the consent calendar are; to discuss the item, to query the item, or to register a vote against the item. • Ideally requests to remove an item from the consent calendar and the reason for the request should be made during approval of the agenda. Items may also be removed when the consent calendar is considered by the board. • Consent items should include, but are not limited to; approval of minutes, field trips, conference requests, inter-district transfers, volunteers, personnel, etc. • An agenda item "Items removed From The Consent Calendar" will follow the consent calendar on the agenda to facilitate consideration of removed items.

Newly Elected Board Member Resources

Principle	<ul style="list-style-type: none"> • Newly elected members to the Board of Trustees will likely be unfamiliar with state open meeting laws, meeting procedural policies, board bylaws, the district budget, goals, and other district related issues. • The governance team wants to provide all the tools necessary to help new board members reach their potential to be a productive and effective member to the team. • Having resources related to board meeting procedure and pertinent district information will help prepare new board members for their first board meeting and facilitate integration into the governance team.
Protocol	<p>Newly elected board members will receive the following resources upon election and prior to their first board meeting:</p> <ul style="list-style-type: none"> • Brown Act Handbook, LVUSD Governance Handbook and Governance Calendar, Annual Board Meeting Calendar, Board Bylaws/Policies, and CSBA Professional Governance Standards • Local Control and Accountability Plan, District Budget, District Information Resource <p>The governance team will schedule an orientation workshop meeting as soon as possible to be held with new board member(s).</p>

Establishing Multi - Year Goals

Principle	<ul style="list-style-type: none">● Establishing district multi-year and annual goals is critical to a forward thinking, proactive board that is committed to continuous learning.● Important to the work of the board is the ability to track progress over multiple years.● Critical to governance work is data driven decision-making that promotes clarity of direction, focus and alignment. Setting goals ensures that the work of the district is focused.
Protocol	<ul style="list-style-type: none">● The annual goal setting process is linked to the district mission map and the superintendent evaluation and will follow an established calendar.● July - review past year accomplishments and status of goals.● July - set annual goals based on the District Strategic Plan and establish a schedule of progress reports.

Personnel - Employment References

Principle	<ul style="list-style-type: none">● Occasionally, the Superintendent and/or Board Members will receive requests for employment references, letters of recommendation, or information about the reasons for separation.● It is imperative that responses to such requests come from person(s) with first-hand knowledge of the employee's professional qualifications or work performance.● The board only employs and regularly evaluates the Superintendent. All other District employees are employed and evaluated by the Superintendent and his/her designees.
Protocol	<ul style="list-style-type: none">● For the purpose of consistency, the District's Board of Trustees and its members will defer all requests for employment references, letters of recommendation, or information about the reasons for separation to the Superintendent, unless the request relates to a current or former Superintendent.

Designated Spokesperson	
Principle	<ul style="list-style-type: none"> ● It is essential that important and accurate information be communicated to members of the board, the staff and the community in as timely a fashion as possible. ● The governance team recognizes that some situations have legal or other considerations that may place restrictions on what may be told to the media or public.
Protocol	<p>The governance team commits to speaking with one voice. The designated spokesperson will vary depending on the issue or situation:</p> <ul style="list-style-type: none"> ● Crisis/Disaster: The superintendent is the primary spokesperson and may involve the board president at her discretion. ● Meeting Information (e.g. board meetings, agenda items, study sessions): The board president and the superintendent will serve as primary spokespersons or may choose a designee. ● Core Values /Vision / District Priorities / General District Information: All governance team members may serve as spokespersons utilizing developed and agreed upon key messages. <p><i>For requests via email:</i> If a trustee receives an email request from a member of the public, the trustee will respond and copy the board president and superintendent on the response.</p> <ul style="list-style-type: none"> ● If the request is sent to the superintendent, she will copy the answer to all trustees. ● If the e-mail is sent to some or all trustees, trustees will refer the request to board president with a copy to the superintendent (if the superintendent is not already copied). The board president or superintendent will agree on which of them will respond, copying all trustees. <p><i>For requests from the media:</i></p> <ul style="list-style-type: none"> ● A trustee may answer a request from the media or recommend that the request be directed to the board president or the superintendent. ● If the trustee answers the request directly via e-mail, he/she will copy the superintendent and board president. If the trustee answers the request directly via conversation or phone call, he/she will inform the superintendent and board president. ● The board Vice President will perform the role of the board president if the board president is unavailable for an extended period.

Confidentiality	
Principle	<ul style="list-style-type: none"> ● The governing board recognizes the importance of maintaining the confidentiality of information acquired as part of a board member's official duties.
Protocol	<ul style="list-style-type: none"> ● The responsibility of the board includes being privy to closed sessions or confidential information about district litigation, personnel, negotiations, superintendent evaluation, or other issues permitted under the Brown Act. ● We will work to maintain the public's trust by not breaching confidentiality. ● If we inadvertently or accidentally violate a confidential issue, we will take immediate responsibility for our action. ● Confidential items will be reserved for full board discussion.

Handling Community or Staff Concerns and/or Complaints	
Principle	<ul style="list-style-type: none"> ● Board members want to be accessible, responsive, consistent and fair in dealings with complaints and concerns from staff and the community. ● The board values open communication and timely resolution of issues. ● Board members may take receiving complaints as an opportunity to explain the role of trustees. ● Board members understand they do not have the authority to resolve complaints as individual members of the governing body.
Protocol	<p>When approached with an issue or concern, trustees agree to:</p> <ul style="list-style-type: none"> ● Listen openly, being careful to remain neutral. ● Remind staff and members of the community that no individual trustee has the authority to solve the issue/concern. ● Encourage addressing this with the person who can most directly help with their concern, e.g. teacher, principal, superintendent. ● As appropriate, explain the district complaint or grievance process. Trustees will notify the superintendent of the issue or concern, as appropriate.

Board Governance Self-Assessment	
Principle	<ul style="list-style-type: none"> ● Conducting a governance self-evaluation demonstrates accountability to the community and the willingness of the governance team to strengthen and improve
Protocol	<ul style="list-style-type: none"> ● The board supports continuous improvement through ongoing evaluation of governance effectiveness. ● The governance self-assessment provides an opportunity to reflect, evaluate, prioritize and focus on strengthening the governance team. ● The board will participate in at least one workshop annually to review the governance goals, governance team agreements and processes and to participate in a self-evaluation process. ● The assessment process will align with assessment of progress on district goals and the superintendent evaluation. ● At the conclusion of the annual governance self-assessment, the board will reach agreement on one to two governance goals/objectives that are directly linked to the district goals.

Visiting Schools and Attending School Events

Principle	<ul style="list-style-type: none"> ● The board wants to be informed about instructional practices, and the needs of the students and staff with regard to school programs. ● The board respects the busy schedule of staff and the anxiety that can be created by well-meaning, but unannounced visits to schools.
Protocol	<ul style="list-style-type: none"> ● As a professional courtesy, trustees will schedule school visits. ● The superintendent and/or principal will accompany trustees on classroom visits. ● Trustees requesting a meeting with school staff or administration will schedule this meeting through the superintendent. ● The superintendent will ensure that staff is aware of the process and protocols for trustees visiting the classrooms. ● Board members are encouraged to visit schools and attend school events.

Collective Bargaining

Principle	Board members involvement in the collective bargaining process ensures that the District is represented well by those selected to negotiate on behalf of the Board and the community, while also ensuring that the ethical, fiscal and educational goals of the LVUSD community are represented in the actions taken throughout the collective bargaining process
Protocol	<p>To achieve this, board members should:</p> <ul style="list-style-type: none"> ● Participate by providing direction and guidance to those selected to represent the Board (District Negotiating Team). Board members will not participate in the individual negotiation sessions, either directly (at the table) or indirectly (observing the District's negotiation team). ● Create the most positive environment possible to support the negotiation process; (e.g., Superintendent will endeavor to hold regular monthly employee/employer relations (ERR) meetings with each union's lead Negotiator and President). Superintendent and management team member shall endeavor to hold regular meetings to maintain consistent positive communication. ● Set the District's collective bargaining parameters for its negotiation team. ● Expect, as the representative of the Board, that the Superintendent will ensure that the Board, collectively and individually, is informed on the issues and strategies implemented within the collective bargaining process. ● Expect, as the representative of the Board, that the Superintendent will recommend, for approval of the Board, the Chief Negotiator and the members of each of the District's negotiation teams. ● Encourage open communication to all those impacted by negotiations, within allowed parameters. ● Expect, while the negotiation process is taking place that the Superintendent will be available to address the challenges related to the district. As the representative of the Board, the Superintendent will guide the development of the bargaining strategy and will be primarily responsible for facilitating the collective bargaining process.

BOARD OF TRUSTEES GOALS

Goal 1:

Student Achievement through a rich and varied curriculum: All learners will experience a challenging and relevant learning environment that will prepare them for the future.

- A) All board decisions related to student achievement shall adhere to the objectives of the board approved Local Control Accountability Plan (LCAP).

Goal 2:

Community Relations: Lucerne Valley Unified School District will support and encourage every community member to invest in our children's future and build shared ownership and participation in our school district through:

- A) Seeking community involvement and considering the community a partner in all efforts to educate the students of Lucerne Valley.
 - 1) The board will accomplish this by encouraging board members to attend local community meetings representing the district and participating as necessary.
 - 2) Encourage community participation at District Board meetings.
 - 3) Promote a clear message about District activities regularly through the local press.
- B) The board will commit to an active role and regular review of community participation in the LCAP.

Goal 3:

Budget and Finance: Lucerne Valley Unified School District will develop and implement a financial management system that ensures the highest levels of fiscal responsibility.

- A) Board members will work towards a better understanding of the financial system in an intelligent manner. The Board needs to have an understanding of all aspects of budgeting.
- B) Ensure that all decisions are supported by our LCAP including:
 - 1) Long range budget planning that includes a balanced budget over a three year period.
 - 2) Thoughtful review of all practices to ensure long term sustainability.

- 3) Budget planning which is student centered.
- 4) Transparent budgeting processes.
- 5) Board members will play an active role in the development of the annual budget and LCAP.

Goal 4:

Specific to members of the Board of Education: The Lucerne Valley Unified School District will hold itself to the highest standard possible out of respect to the school and community that we serve.

- A) Embracing technology, the board will demonstrate its commitment to technology by utilizing it to perform regular board functions and by promoting its use throughout the District.
- B) Adhere to board policies regarding board member responsibility and commitments specific to attendance at board meeting and other board related functions.
- C) Board members will actively participate in available training of best governance practices in order to make best decisions for students, staff, and the community.
- D) Board members will strive to be respectful of differing ideas, opinions, and votes of fellow Board members.

Goal 5:

The Board will strive to promote transparency in all decision making, thereby protecting the public's interest in open government and ensuring the governance process is visible.

- A) The Board will maintain a policy relating to transparency and make that policy easily accessible (Board Bylaw 9009).
- B) The Board will keep honesty, integrity, and openness priorities in the exercise of district governance in an effort to effectively and efficiently make decisions that serve the needs and interests of the community.

Running an Effective (and Quite Possibly Virtual) Board Meeting

SSDA Board Training

*Credit to Helio Brasil and Eric Stevens for much of the content of this resource.

1

- As we all navigate the “new for now” normal, we must learn to adapt and do things a little differently.
- Prior to this pandemic, it was rare for school boards to host virtual meetings, as most states and most bylaws don't allow or encourage that, and good governance is hard enough in person, much less virtually.
- However, restrictions on in-person gatherings due to COVID-19 are requiring boards to get creative and hold virtual meetings.
- Keep in mind that we are living through an unprecedented time, and boards should keep the best interest of students in mind, follow the spirit of the law, and move forward as best they can.

2

Executive Order N-25-20 (March 12, 2020)

“Notwithstanding any other provision of state or local law . . . a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body . . .”

3

Executive Order N-25-20 (March 12, 2020)

“All requirements . . . expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.”

4



IF an LEA **does** the following:

- 1) Provides advance notice under usual posting requirements, except as waived.
- 1) Notice at least one “publically accessible location” for the public to observe and comment consistent with the Americans with Disabilities Act.

5



THEN an LEA **does NOT** need to do the following:

- 1) Notice each teleconference location.
- 2) Open each teleconference location to the public.
- 3) Allow public comment at each teleconference location.
- 4) Post agenda at each teleconference location.
- 5) Have one trustee present at a physical meeting site.
- 6) Have a quorum participate from within the LEA's boundaries.

6

Many platforms are now available to conduct virtual meetings.

Cost, ease of use and public access are considerations to keep in mind.

Many options:

- Zoom
- Google Meet
- GoToMeeting
- BlueJeans
- Microsoft Teams
- Skype
- FreeConferenceCall.com
- Adobe Connect
- Cisco WebEx Meeting Center
- Citrix GoToMeeting

7



You can also consider:


Use of a webinar

Broadcast to YouTube or Facebook Live.

Make sure there is an option for executive/ closed sessions.

Consider a separate “virtual meeting” and login for closed sessions.

8

- 
- Think through cultural implications and challenges.
 - Be sure to think carefully about equity and comfort implications of all decisions regarding which technology to use and what norms to set.
 - Work to ensure all board members have access to the internet before choosing a platform.
 - A board member may not feel comfortable with other board members seeing their house, might have many people in the house, etc., so allow a non-video option.
 - Establish norms with the board in advance.

9

Board Training

- Whatever platform the board chooses, ensure all members understand how to use it.
 - Ask for a cheat-sheet of virtual tools like “raise hand” function, etc.
 - Do a test run with technology prior to an actual board meeting
 - If you need additional support, ask for help!

10

Set virtual meeting ground rules together

As a newly convened Board, review and adapt board norms to operate in virtual meeting settings.

Examples:

- prepare in advance and arrive on time
- stay engaged and don't multitask during a meeting
- mute yourself while not speaking to cut down on background noise
- say your name whenever you speak
- give grace to possible interruptions during this time when families are being asked to stay home

11

Decide how you will work to make sure all voices are heard

What are your communication norms during the meeting, e.g., no one speaks for a third time until everyone has spoken once, board chair keeps track of speaking time and calls on board members, each person votes individually rather than a voice vote.

12

Plan the meeting in advance, share materials in advance, send action items after

- The board chair, in partnership with the school leader, should plan the agenda to move the work of the school and board forward
- Estimating times for each part of the agenda may make it easier for everyone to follow along virtually.
- Materials should still be shared with all board members in advance of the meeting with enough time for board members to review and come with informed questions or comments.
- After the meeting, the minutes should be sent to the full board with defined action steps.

13

Meeting facilitation is more important now than ever before!

Meeting facilitation is part science and part art; in a virtual setting it is even more important to do this role well. Board chairs should invest some time now in learning how to facilitate a virtual meeting, practicing if necessary.

Some concrete tips:

- Plan well. It may take more time than usual for each item in the agenda. You may want to add in some buffer time - especially at the start of the meeting. Starting meetings NOT on the hour can facilitate the ease of joining a virtual meeting.

14

Good practice tips

- Follow the agenda closely
- During discussions practice going around the virtual table asking people by name to provide their thoughts to discussions in order to avoid talking over each other
- Give each person time to speak with no interruptions
- Have the Chair conduct consensus checks: doing a round-robin of responses by naming each board member and asking for their response.
- Participate in the discussion.

15

End of meeting/after the meeting follow up

- Consider taking a quick survey at the end of each board meeting to ask each board member what could be better next time.
- How can we improve our practice?
- What were the most productive aspects of the meeting?
- How did the technology work for you?
- What could we do differently?

16



Make all meetings productive

A meeting that has no direction can be unproductive and annoying – especially when the meeting is after hours for your “volunteer” job.


Here are six simple yet effective tips to help you hold efficient virtual board meetings now and into the coming year:

17

Preparing an agenda is crucial for an efficient board meeting.

1. Always have an agenda.
2. Start on time.
3. Review materials in advance; follow-up with clarifying questions prior to the Board meeting.
4. Focus on strategic discussion.
5. Ask the superintendent to prepare any proposals well in advance.
6. Keep the overall focus on vision and mission of the district.

18



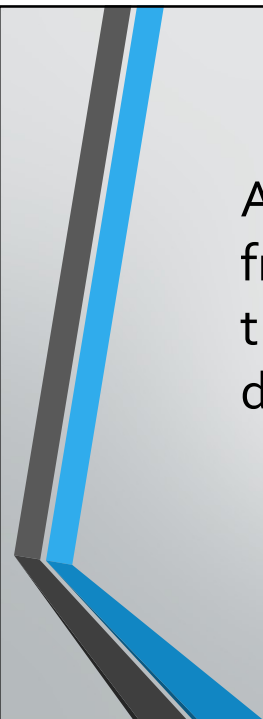
Your board meetings, especially virtual meetings, can be one of your greatest assets in communicating with your stakeholders and community members. Start planning now, and use these virtual tips to have successful virtual board meetings in 2021 and beyond.

Have a safe, successful and productive School Year!



What is a Governance Handbook?

1



A Governance Handbook is the framework for effective governance that provides guidance on the roles and duties of the Governance Team.

2

Why Your Governance Team Should Have One

- Outstanding team building exercise
- Mutually agreed upon protocols
- Helps define different roles of the Governance Team members
- Excellent resource for new Board Members and Superintendents

3

What Goes Into a Governance Handbook?

- Governance Team member list
- Mission and vision statements
- Governance defined
- Unity of purpose defined
- Principles and protocols
- Board goals

4

What is a Protocol?



- The adopted procedure or policy used to address a principle or matter.

Examples of Principles

(from the Lucerne Valley Unified School District (2019))

- Requesting Information from the Superintendent (page 7)
- Board Deliberation and Motions on Agenda Action Items (page 8)
- Handling Community or Staff Concerns and/or Complaints (page 12)
- Board Governance Self-Assessment (page 12)

5

How to Develop a Governance Handbook

- Open session workshop
- Public participation
- Agendize for formal Board action

6

Completed. What Now?

- Entered into District policy record
- Posted on District website
- Made available to new Board Members and Superintendents
- Reviewed after Board reorganization and part of annual Board self-evaluation
- Agendized and amended/updated as needed



**Loleta Union School District
PO Box 547
Loleta Ca 95551**

**Quarterly Report on Williams Uniform Complaints
(Education Code §35186)**

Quarterly Reporting Period (please check one)

- ☐ First Quarter 2020 January 1 through March 31, 2020
☐ Second Quarter 2020 April 1 through June 30, 2020
☐ Third Quarter 2020 July 1 through September 30, 2020
☒ Fourth Quarter 2020 October 1 through December 31, 2020

PLEASE CHECK THE BOX THAT APPLIES:

☒ **No complaints were filed** with any school in the district during the quarter indicated above.

☐ **Yes**, complaints were filed with schools in the district during the quarter indicated above.
The following chart summarizes the nature and resolution of these complaints.

Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
TOTALS	0		

Autumn Chapman, Superintendent

Please return hard copy to:
Chandler Wilson, School Support
Humboldt County Office of Education
HYPERLINK "mailto:cwilson@hcoe.org"
cwilson@hcoe.org

by: Quarter 1 due: 04/15/2020
Quarter 2 due: 07/15/2020
Quarter 3 due: 10/15/2020
Quarter 4 due: 01/15/2021



Certificate of Insurance Request Form Providence St. Joseph Health

Today's Date: 7/31/2020 Requested by: Caterina Kein 707-440-9326 Phone No. _____

For Ministry/Location: NorCal-RMH This request has 2 additional pages

REQUEST FOR CERTIFICATE OF INSURANCE

(Please provide copy of the lease or contract with any new request)

Certificate Holder: Loleta Union School District

Address: 700 Loleta Dr., PO BOX 547

City, State, Zip: Loleta CA, 95551

ATTENTION: Autumn Chapman, Superintendent

		Limits
Required Coverages:	<input checked="" type="checkbox"/> General Liability	2,000,000
	<input checked="" type="checkbox"/> Workers Compensation	1,000,000
	<input checked="" type="checkbox"/> Umbrella	1,000,000
	<input checked="" type="checkbox"/> Automobile Liability (Include the specific coverage needed in the Description field below)	1,000,000
	<input checked="" type="checkbox"/> Automobile Physical Damage	1,000,000
	PD coverage is provided only when required by lease or contract. (Include the specific coverage required by the contract or lease in the Description field below)	
	<input type="checkbox"/> Property/Contents (Include the coverage requested in the Description field below)	
<input type="checkbox"/> Managed care (provide description below)		
<input type="checkbox"/> Equipment (provide description below)		
<input checked="" type="checkbox"/> Other:	Sexual Abuse or Molestation	1,000,000

Description:

To the fullest extent permitted by law, District, its elected or appointed officials, employees, agents and volunteers are to be covered as insured with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the SJHHC.

(JOB #, Job Description)

☒ Additional Insured (☐ GL/☐ Auto)
☐ Loss Payee / ☐ Mortgagee

**Special
Instructions:**

☒ Primary/ ☐ Non-Contributory

☒ **Waiver of Subrogation** (☐GL/ ☒Auto/☐WC)

☐ **Cancellation:** _____

☒ **Other:** See additional instructions below

6.2 **Liability Insurance.** SJHHC shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the SJHHC's operation and use of the leased/rented premises.

A. Minimum Limits of Insurance. SJHHC, at its expense, shall procure and maintain, at a minimum:

1. Commercial General Liability: \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; \$1,000,000 Personal & Advertising Injury; and \$1,000,000 Each Occurrence.
2. Automobile Liability: \$1,000,000 Per Accident for Bodily Injury & Property Damage.
3. Workers' Compensation: Statutory as required by the State of California Employer's Liability: \$1,000,000 Per Accident for Bodily Injury or Disease
4. Sexual Abuse or Molestation \$1,000,000 Per Occurrence (Can be waived by District if no student contact).
5. Umbrella / Excess Liability \$1,000,000 Per Occurrence.

Any insurance proceeds available to SJHHC that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to District as additional insured. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in the Contract or Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

B. Other Insurance Provisions. The General Liability policy is to contain, or be endorsed to contain, the following provisions:

1. Additional Insured: To the fullest extent permitted by law, District, its elected or appointed officials, employees, agents and volunteers are to be covered as insured with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the SJHHC.
2. Primary Insurance: SJHHC's insurance coverage shall be primary insurance with respect to District, its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its elected or appointed officials, employees, agents and volunteers shall be excess of the SJHHC's insurance and shall not be required to contribute with it.
3. Deductible shall not exceed \$5,000.
4. Each Insurance policy required herein shall state that coverage shall not be canceled, except with notice to District.

C. Personal Property. SJHHC shall be solely responsible for obtaining adequate property insurance for SJHHC's personal property or [N]2 located on the Premises or elsewhere.

D. Subcontractors. District shall require all SJHHC subcontractors [N]2 [N]3 that may work on or in connection with the Agreement to maintain the insurance coverage required in this section. In no event shall the insurance requirements be deemed to limit the liability or responsibility of SJHHC or any of its subcontractors to District. SJHHC shall require all subcontractors to waive the rights of recovery against District, its elected or appointed officials, employees, agents and volunteers.

SJHHC shall be responsible for any loss resulting from the failure of any subcontractor to maintain sufficient insurance.

- E. Waiver of Subrogation. District hereby grants to District a waiver of any right to subrogation which any insurer of said District may acquire against District by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by District and admitted to do business in the State of California, or accepted by the Surplus Lines Association to do business in California, or with coverage maintained in whole or in part in the form of participation by District in a joint powers authority or other program providing pooled property and liability coverage.
- G. Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- H. Proof of Insurance. District shall annually furnish District with original certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by District before commencement of any activities under this Agreement. However, failure to do so shall not operate as a waiver of these insurance requirements. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time. SJHHC shall mail all certificates and endorsements to District at the address listed in Section 15 (Notices) below.

<p>NOTE: Please include any written request you may have received from others for this Certificate of Insurance and advise of any additional requirements needed.</p>
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FACILITIES USE AGREEMENT

This Facilities Use Agreement, is made this ___1st_____ day of ___July_____, 2020, by and between the Loleta Elementary School District, a public entity, hereinafter referred to as “District,” and St Joseph Health Northern California LLC dba Redwood Memorial Hospital of Fortuna —Humboldt County, which owns and; operates, ~~and does business as~~ the Loleta Community Resource Center (“LCRC”) (collectively “SJHHC”).

RECITALS:

1. District intends to authorize SJHHC to use a portion of real property located on the Loleta Elementary School site owned by District, a single classroom, that is not required for District’s use at this time and is available for use, which property is more fully described on Exhibit “A” attached hereto (hereinafter “Premises”).
2. SJHHC intends to use the Premises as a community resource center.

AGREEMENT:

1. **Facilities Use.** The parties hereto agree that on the terms and conditions hereinafter expressed, District does hereby let to SJHHC and SJHHC does hereby lease from District the Premises, a single classroom, located at 700 Loleta Dr, Loleta, California, as more particularly depicted and described in the attached Exhibit A, which is incorporated herein, solely for the purposes of providing resources to the community and any related educational activities that benefit District and the community it serves.
2. **Term.** The term of this Agreement shall commence on the date this Agreement is signed by all parties, and shall continue in effect for a period of 2 years thereafter, unless terminated earlier by either party. The term of the Agreement shall automatically renew an additional 2 year period unless one party provides the other party with written notice of its intent to decline the automatic renewal within ninety (90) days of expiration of the initial term. The District retains the right to negotiate the terms of the extended Agreement within ninety (90s) days of expiration of the initial term.
3. **Rent.**
 - 3.1 **Amount.** SJHHC shall pay District rent in the amount of \$350 per month. District reserves the right to increase the rent once per year after the initial term by no more than 2% a year. Payment shall be made to District’s address listed in Section 15 (Notices) below, and shall be late after 30 days. A late fee of 10% per annum interest may be assessed, at District’s option.
 - 3.2 ~~**Payment of Taxes and Assessments.** SJHHC shall pay any real property, possessory interest, or personal property taxes and assessments imposed on the Premises, including on any real or personal property located on or affixed to the Premises, or as a result of the use or ownership of the Premises.~~

4. Use and Improvements.

- 4.1 **Condition of the Premises.** SJHHC hereby agrees to accept the use of the Premises in “as-is” condition, understanding that District makes no representations as to the condition of the property or its suitability for any uses contemplated by SJHHC. SJHHC represents that it has made a thorough inspection of the premises, ~~and has undertaken to repair or adequately warn its employees, volunteers and/or guests of any conditions on the premises that might constitute a hazard or danger to persons using or present on the Premises.~~
- 4.2 **Use of Premises and Conduct.** SJHHC shall use the Premises exclusively as a community resource center, and for any related community educational purposes as ~~the parties may mutually agree to~~ District may request or negotiate. SJHHC acknowledges that its agents, employees, representatives, and guests must behave in an appropriate manner while on District property and shall at all times conduct themselves in a manner consistent with District policies. It will be considered a breach of this Agreement for any agent, employee, representative, or guest of SJHHC to behave in a manner which will disrupt the educational program or constitute any level of threat to safety, health, and well-being of any student or employee of District.
- 4.3 **Construction of Improvements.** SJHHC shall construct on the Premises entirely at its own expense all required improvements (“Improvements”), if any. Such improvements or modifications shall not irreparably damage the Premises or any other District property
- 4.4 **Ownership of Improvements.** All improvements constructed by SJHHC shall immediately become the property of District.
- 4.5 **Improvements and Modifications.** SJHHC shall not make structural changes ~~to the exterior of the Improvements or~~; construct additional structures on the Premises, or otherwise change the ~~use of the~~ Premises without the prior written approval of District. ~~Such improvements or modifications shall not irreparably damage the Premises or any other District property.~~
- 4.6 **Maintenance and Repair.** SJHHC agrees to keep the premises and all improvements in good repair and order and to bear the full cost for all maintenance and repair of the Premises, including any SJHHC-installed improvements.
- 4.7 **Compliance with Laws.** SJHHC shall ensure that no alcoholic beverages, tobacco products, or other substances, are possessed or consumed on the Premises at any time. SJHHC shall not use or permit the Premises to be used except in full compliance with all rules and regulations of the Loleta Elementary School District, and all laws of the State of California and the United States of America.

- 4.8 **Utilities.** District shall provide site utilities including electric, water utilities, and garbage collection. At District's option, the cost of District-provided utilities shall either be included in the monthly rent amount or billed separately. The District reserves the right to increase the monthly rent amount should the cost of SJHHC's use of utilities rise significantly above initial usage. ~~Upon request by District, SJHHC shall install a separate electrical meter at its own cost, and open an electrical service account with Pacific Gas & Electric Company.~~
- 4.9 **Maintenance of a Nuisance or Hazard.** SJHHC shall not allow the use of the Premises, including access to the Premises, to become a public or private nuisance or hazard, or unreasonably interfere with the use of the surrounding property by District, its employees, students, or the surrounding private property owners. SJHHC represents and warrants that its use of the Premises will not generate any Hazardous Substance in violation of law, and it will not store or dispose on the Premises nor transport to the Premises any hazardous substance in violation of law. Use of the Premises shall not interfere with the operation or use of District property or equipment.
- 4.10 **Removal of Equipment upon Lease Termination.** Upon request by District, SJHHC shall remove its ~~i~~Improvements within sixty (60) days of ~~Lease~~ termination of this Facilities Use Agreement and/or District request. Any such removal of improvements shall be done in a safe, workmanlike manner performed by licensed, insured, and competent personnel trained to perform such work, and without interference or damage to any other equipment, structures, operations, and personnel on or near the Premises. SJHHC shall be exclusively liable for all costs and expenses associated with such removal, including restoration of the Premises to its original condition.
- 4.11 **Signs.** SJHHC may place only such signs on the Premises as are expressly required or permitted by governmental regulation and with written District permission. The Premises may not be used for commercial advertising or the display of religious symbols of any kind.
5. **Assignment and Sublease.** SJHHC shall neither assign this Agreement nor any interest therein, nor sublease the Premises, without the prior written approval of District.
6. **Indemnification and Insurance.**
- 6.1 **Indemnification.** ~~All activities conducted on District property by SJHHC shall be at the risk of the SJHHC exclusively.~~ To the fullest extent permitted by law, SJHHC shall indemnify and hold harmless District, its elected or appointed officials, employees, agents, volunteers, and students, from and against any and all losses, damages, liability, claims, demands and causes of action, including reasonable attorneys' fees, on account of, arising out of, or in any way connected with the use of the Premises or ~~i~~Improvements ~~thereon~~ by SJHHC or any of its

employees, volunteers, agents, or guests, ~~including premises liability and damage caused by natural disasters such as fires.~~ District shall not be liable for and is free from the cost of any damages for personal injury or property damage resulting directly and solely from any use of the premises by SJHHC, including any activities by third parties or volunteers who use the Premises during the term of this Agreement, ~~with or without the permission of SJHHC, or any defective condition or faulty construction of the Premises existing at the time of letting or arising thereafter.~~

~~SJHHC shall owe this indemnity obligation to District, its officers, agents, students, and employees, even if loss, damage, liability, claim, demand or cause of action resulted from District's alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive. However, SJHHC shall not be obligated under this agreement to indemnify District with respect to the sole negligence or willful misconduct of District, its elected or appointed officials, employees, agents, and volunteers.~~

District shall indemnify, defend and hold harmless SJHHC and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or incident to the negligent or intentional acts or omissions of District, its officers, directors or employees in connection with this Agreement.

6.2 **Liability Insurance.** SJHHC shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the SJHHC's operation and use of the leased/rented premises.

A. Minimum Limits of Insurance. SJHHC, at its expense, shall procure and maintain, at a minimum:

1. Commercial General Liability: \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; \$1,000,000 Personal & Advertising Injury; and \$1,000,000 Each Occurrence.
2. Automobile Liability: \$1,000,000 Per Accident for Bodily Injury & Property Damage.
3. Workers' Compensation: Statutory as required by the State of California Employer's Liability: \$1,000,000 Per Accident for Bodily Injury or Disease
4. Sexual Abuse or Molestation \$1,000,000 Per Occurrence (Can be waived by District if no student contact).
5. Umbrella / Excess Liability \$1,000,000 Per Occurrence.

Any insurance proceeds available to SJHHC that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to District as additional insured. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in the Contract or Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

- B. Other Insurance Provisions. The General Liability policy is to contain, or be endorsed to contain, the following provisions:
1. Additional Insured: To the fullest extent permitted by law, District, its elected or appointed officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the SJHHC.
 2. Primary Insurance: SJHHC's insurance coverage shall be primary insurance with respect to District, its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its elected or appointed officials, employees, agents and volunteers shall be excess of the SJHHC's insurance and shall not be required to contribute with it.
 3. Deductible shall not exceed \$5,000.
 4. Each Insurance policy required herein shall state that coverage shall not be canceled, except with notice to District.
- C. Personal Property. SJHHC shall be solely responsible for obtaining adequate property insurance for SJHHC's personal property ~~or, building improvements and any real property/buildings owned by the SJHHC while~~ located on the Premises or elsewhere.
- D. Subcontractors. District shall require all SJHHC subcontractors that may work on or in connection with the Agreement to maintain the insurance coverage required in this section. In no event shall the insurance requirements be deemed to limit the liability or responsibility of SJHHC or any of its subcontractors to District. SJHHC shall require all subcontractors to waive the rights of recovery against District, its elected or appointed officials, employees, agents and volunteers. SJHHC shall be responsible for any loss resulting from the failure of any subcontractor to maintain sufficient insurance.
- E. Waiver of Subrogation. District hereby grants to District a waiver of any right to subrogation which any insurer of said District may acquire against District by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this

waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by District and admitted to do business in the State of California, or accepted by the Surplus Lines Association to do business in California, or with coverage maintained in whole or in part in the form of participation by District in a joint powers authority or other program providing pooled property and liability coverage.
- G. Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- H. Proof of Insurance. District shall annually furnish District with original certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by District before commencement of any activities under this Agreement. However, failure to do so shall not operate as a waiver of these insurance requirements. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time. SJHHC shall mail all certificates and endorsements to District at the address listed in Section 15 (Notices) below.

7. **Termination.** Failure to comply with any provision of this Agreement within a period of fifteen (15) days following receipt of a written notice of noncompliance from District, shall constitute a material breach of the Agreement and furnish grounds for termination of this Agreement.

Any action taken or suffered by SJHHC as a debtor under any insolvency or bankruptcy laws, including the filing of a voluntary or involuntary petition in the United States bankruptcy court, and any assignment for the benefit of creditors or the appointment of a receiver shall constitute a breach of this Agreement. In such event, District shall have the right to terminate this Agreement and retake possession of the Premises and any Improvements.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for any reason or for no reason by giving the other party written notice at least two (2) months prior to the effective date of such termination, or by mutual agreement. In the event of an urgent need for use of the Premises due to an unexpected need e.g., destruction of school property, District may terminate the Agreement with notice which is reasonable under the circumstances.

8. **Holding Over.** Holding over by SJHHC after the termination of this Agreement shall not constitute a renewal or extension thereof or give SJHHC any rights hereunder or in or to the Premises. Should District accept rent or other payment from SJHHC after such termination date, this Agreement shall be converted to a month-to-month usage agreement, subject to all other terms and conditions hereof.
9. **Inspection.** District and its authorized representatives shall have the right, at any reasonable time during the term of this Agreement, with 24-hour's prior written notice served upon SJHHC, to enter upon the Premises to inspect the property, to verify that the Premises are not being used as a nuisance.
10. **Attorneys' Fees.** In any legal action to enforce any of the terms of this Agreement, each party shall bear its own attorney's fees and costs, and neither party shall be liable for any such fees and costs incurred by the other party.
11. **Time of Essence.** Time is of the essence in the interpretation and application of this Agreement.
12. **Waiver.** District's waiver of any default in SJHHC's performance of any condition of this Agreement, including the obligation to pay rent, shall not constitute a waiver of remedies available for a subsequent breach of the same or a different condition of this Agreement. Acceptance of subsequent rental payments from SJHHC or its assignees shall not constitute a waiver of the failure of SJHHC to pay rent or obtain prior approval to an assignment of this Agreement.
13. **General Provisions.**
 - A. Assignment. ~~Neither party SJHHC~~ may ~~not~~ assign or transfer, in whole or in part, any of its interests under this Agreement without ~~the other party~~District's prior written consent.
 - B. Independent Contractor. SJHHC shall be acting as an independent contractor and shall have control of the community center and the manner in which it is operated. SJHHC is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides to its employees.
 - C. No Discrimination. SJHHC and its employees shall not discriminate on the basis of race, religion, color, ancestry, sex, disability, national origin, or any other prohibited grounds against any person seeking employment or services from SJHHC.
14. **Fingerprinting/Security.** SJHHC shall ensure that all of its guests sign in at the main office on the Premises and be escorted to SJHHC's center. SJHHC promises that no person acting on behalf of SJHHC or visiting the Premises shall be within proximity of any K-12 student unless accompanied by an authorized District employee as arranged in

advance, or after passing a Department of Justice fingerprinting clearance. SJHHC shall provide the District with TB test clearance and fingerprinting clearance for all of its employees and volunteers.

15. **Notices.** Except as otherwise expressly provided herein, any written notice required by this Agreement shall be deemed given and received when personally served or three (3) business days after being mailed through the United States Postal Service's registered or certified mail with postage prepaid and return receipt requested; (c) transmitted electronically either by Fax or E-mail with a reproduction of the original document as an attached PDF or similar document, sent to the recipient during recipient's normal working hours, with proof of its delivery; or (d) one (1) business day after being sent by a nationally recognized overnight courier service, 48 hours after being placed in the United States mail, with proper first class postage prepaid, and addressed as follows:

District:

SJHHC:

St. Joseph Health Northern
California, LLC.
1165 Montgomery Drive
Santa Rosa, CA 95405
Attn: Regional Contracting
Department

with copy to:

Loleta Elementary School District

Redwood Memorial Hospital of
FortunaSt. Joseph Health/Loleta
Community Resource Center

Attn: Superintendent
700 Loleta Drive
Loleta, CA 95551

3300 Renner Drive
Fortuna, CA 95540

Any party hereto may give notice of an address change under the provisions of this paragraph and thereafter all notices shall be given to that address.

16. **Paragraph Headings.** Paragraph headings are included for the convenience of the parties and are not intended to define or limit the scope of this Agreement.
17. **Previous Agreements.** Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter, are hereby canceled and superseded by the terms of this Agreement, and such prior agreements, statements or understandings shall have no further force or effect.
18. **Binding Effect; Choice of Law.** Subject to the provisions herein restricting voluntary assignment or subletting, this Agreement shall apply to and bind the parties, their personal representatives, successors and assigns. This Agreement shall be governed by

the laws of the State of California, and is to be performed in Humboldt County, State of California.

19. **Duplicate Originals.** This Agreement may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of this Agreement.

Effective upon the date that both parties have executed this Agreement.

SJHHC:
St Joseph Health

District:
Loleta Elementary School District

Printed Name: _____

Title: _____

Autumn Chapman, Superintendent

Insert Exhibit A
[Diagram of the Premises]

Please add diagram

LOCAL PLAN

Section B: Governance and Administration

SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

January 2020

SELPA Humboldt-Del Norte

Fiscal Year 2020-21

B. Governance and Administration

California *Education Code (EC)* sections 56195 et seq. and 56205

Participating Local Educational Agencies

Participating local educational agencies (LEAs) included in the Special Education Local Plan Area (SELPA) local plan must be identified in Attachment I.

Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan:

The Humboldt-Del Norte Special Education Local Plan Area (SELPA) is composed of 34 school districts within the geographic area of Humboldt and Del Norte counties and the Humboldt and Del Norte County Offices of Education. Together these LEA's have joined in a cooperative plan to provide special education programs and services for all individuals with disabilities, birth through the age of 21, who resides in Humboldt and Del Norte counties. The Humboldt County Office of Education has been designated the Administrative Unit (AU). (ED Code Section 56195.1 (c))

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable:

The governing body of the Humboldt-Del Norte SELPA is the Superintendents' Special Education Policy Council. Members of the Policy Council are responsible to the governing boards of the local education agencies (LEAs) in the SELPA.

In accordance with all applicable state and federal laws, the Humboldt- Del Norte SELPA shall be governed by a Superintendents' Special Education Policy Council composed of county, single district and regional voting members. The Policy Council conducts regular public meetings and is governed by a set of bylaws. The specific functions of the Policy Council necessary to carry out its responsibilities include, but are not necessarily limited to:

- Develops SELPA policies and agreements and reviews procedures for effective management and operation of special education programs and services throughout the SELPA;
- Develops SELPA policies and agreements and reviews procedures to assure individuals with disabilities equal access to special education programs and services and full educational opportunity and procedural safeguards for such individuals and their parents;
- Recommends to the governing boards the designations of the Administrative Unit (AU) as reflected in the Local Plan;
- Review and approve SELPA-wide services and related budgets including the SELPA administrative budget and the annual SELPA-wide budget and service plans;
- Directs the allocation of funding to members based upon Local Plan requirements, current pupil counts and

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service priorities;

- Participates with the Humboldt County Office of Education (AU) in the hiring and evaluation of the SELPA Director;
- Recommends and reviews the activities of special education programs and services within the SELPA;
- Establishes committees as necessary to carry out the functions of the Policy Council;
- Reviews special education issues and recommends effective solutions to governing boards;
- Receives and considers recommendations from:
 - participating LEA governing boards,
 - the Community Advisory Committee,
 - other committees, task forces and advisory groups established by the Policy Council or the SELPA Director,
 - community agencies,
 - the SELPA Director and Regional Office staff, and
 - other individuals concerned with special education in Humboldt and Del Norte counties;
- Promotes cooperation and communication among the LEAs and with the communities and community agencies; and
- Reviews and develops the Local Plan as required and assures each LEA's compliance with that plan, and compliance with all applicable laws, rules, regulations and policies.

3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan:

The SELPA Director, under the direction of the Superintendents' Special Education Policy Council, provides administrative support and coordination of the implementation of the Local Plan. Each participating LEA agrees to carry out the responsibilities and functions assigned in the Local Plan. Each county/region/district voting representation will be based on the previous year CALPADS count. Regional designation with more than one vote may appoint more than one voting representative. Appointments will be determined by each region and voting representatives will not exceed the total number of votes. The SELPA Director shall serve as a non-voting member of the Council.

The Local Plan, or amendments to the Plan, shall be affected utilizing a voting structure agreed upon by the Policy Council which consists of regionalized votes based on ADA.

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4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan:

The Humboldt County Office of Education (HCOE) is designated as the official administrative unit (AU) of the Humboldt- Del Norte SELPA to assure the implementation of the Local Plan and SELPA policies, agreements, and procedures of the SELPA Policy Council in cooperation with participating LEAs. The distribution of federal and state funds is the responsibility of HCOE in accordance with the Humboldt- Del Norte SELPA's Fiscal Allocation Plan and policies, agreements and procedures of the SELPA Policy Council.

The SELPA and the County Offices of Education work closely to align services, training and supports for all the member LEAs in accordance to the local plan.

5. Describe the policies and procedures of the SELPA that allow for the participation of charter schools in the local plan:

For the purposes of provision of special education services, charter schools shall be deemed either a public school within the chartering LEA or an LEA that receives funds and provides services independent of the chartering entity. All approved charter schools will be deemed public schools within the chartering entity until the charter school has been deemed an LEA following the decision making process in this Local Plan.

Public School within a School District or County Office of Education:

Charter schools that are deemed to be public schools within the chartering entity will participate in state and federal funding in the same manner as other schools or programs within the chartering entity. The chartering entity will be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education and related services in a manner that is consistent with all applicable provisions of state and federal law. The chartering entity will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the charter school in the same manner as students enrolled in other schools or programs administered by the chartering entity.

The chartering entity will receive all applicable special education funds as specified in the SELPA's approved funding allocations.

The chartering entity and the charter school may enter into business agreements or contracts whereby the charter school agrees to pay for the excess costs associated with providing special education services to identified students, including the administration of special education programs. When the chartering entity is a district, the charter school should be held fiscally responsible for a fair share of any encroachment on district general funds that is created by the provision of special education services throughout the district.

Charter School as an LEA Within the SELPA:

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A charter school that was chartered by or assigned to a SELPA member may apply to the Policy Council to become an LEA for the provision of special education services. Once granted LEA status, a charter school will participate on an equal basis with other members in the governance of the SELPA. The independent charter shall be assigned to the region in which the school/operation is located within the SELPA. Like other members of the SELPA, the charter school will be represented on the Policy Council by the individual chosen to represent that region.

The applicant charter school will be deemed an LEA if the Policy Council determines that the charter school has met all requirements to be included as a member LEA of the SELPA as specified in this Local Plan.

Participation of Charter Schools in the Local Plan:

A charter school may participate in the SELPA in one of two ways depending upon their governance structure. If the charter school is recognized as another public school within the LEA which serve special education students or in accordance with the charter school's MOU with an existing LEA SELPA member, then the charter will be represented by, and receive funding from, the existing LEA in the same manner as all other schools with the LEA. If the charter school is independent in all matters, including fiscal and governance, then the charter school will be deemed to be a separate LEA within the SELPA and will participate in the same manner as all other LEAs as described in this Local Plan.

A charter school which applies to be an independent LEA within the SELPA must conform to all of the policies and regulations of the Local Plan, and all applicable federal and state laws.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan:

Feedback and involvement from the Community Advisory Committee (CAC) is an important component of the development of the local plan. The CAC acts as an advisory body to the policy and administrative entity in the development, amendment, and review of the Local Plan. The Local Plan for special education shall be updated cooperatively by a committee of representatives of special and general education teachers and administrators selected by the groups they represent and with participation by parent members of the CAC, or parents selected by the CAC.

7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC:

The SELPA regularly seeks out guidance, input and feedback from individuals from LEAs including representation from General Education, Special Education, Administration as well as parent members of the CAC. These representatives are encouraged to attend meetings and provide input dedicated to the development, revision or updating of the local plan.

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- 8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan:**

The selection of the Humboldt County Office of Education as the AU of the Humboldt-Del Norte SELPA is based upon an agreement between the Humboldt-Del Norte SELPA Policy Council, the individual school districts within the boundaries of the SELPA and the Humboldt County Superintendent of Schools. The AU shall continue on a year to year basis with the mutual agreement of the parties. The AU shall be responsible for performing the following functions:

- Delegating administrative support and coordination of the implementation of the Local Plan to the SELPA Director
- Serving as the employing agency for the SELPA Director and the SELPA staff and developing procedures, policies, job descriptions and other necessary provisions that, with approval of the Policy Council, enables the SELPA to operate as a special program within the structure of the County Office;
- Receiving and distributing the special education funds to LEA accounts for special education program and services in accordance with the annual recommendations made by the Policy Council.
- Establishing appropriate fiscal record-keeping procedures in accordance with state and federal requirements, maintaining accurate fiscal accounting records and submitting required fiscal reports to the appropriate authorities;
- Maintaining accountability for the SELPA AU budget and expenditures in accordance with state and federal requirement and Policy Council recommendations;
- Coordinating with, and auditing the participating LEAs, the certification of fiscal, attendance, transportation and student management information systems;
- Certifying that each participating LEA meets all applicable state and federal laws pertaining to the education of individuals with disabilities.

- 9. Describe the contractual agreements and the SELPA's system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan:**

Each participating LEA shall carry out the duties and responsibilities assigned to it within the plan. Each agency shall provide special education and services to all eligible students within its boundaries, including students attending charter schools where a LEA of the SELPA has granted that charter, unless stated otherwise in the charter. In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the LEA of residence programs. Such cooperation ensures that a continuum of program options is available throughout Humboldt and Del Norte counties.

The SELPA will facilitate agreements for the provision and coordination of services by other public agencies that are funded to serve children with disabilities. The SELPA Director shall develop, agree to and maintain Interagency agreements and/or memorandums of understanding necessary to support the implementation of the Local Plan.

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10. For multi-LEA local plans, specify:

a. The responsibilities of each participating COE and LEA governing board in the policymaking process:

The governing board of each District is responsible for the education of all individuals with disabilities, who are properly enrolled within the LEA's jurisdiction in accordance with state and federal requirements and policies, agreements and procedures described in the Local Plan. The specific functions of the governing board necessary for carrying out that responsibility include, but may not necessarily be limited to:

- Approving its district's participation within the SELPA. Includes complying with the adopted Local Plan and all subsequent revisions of the Local Plan or notifying the Policy Council, at least one year prior, of its intent to elect an alternative option;
- Delegating the administrative policy-making process and procedures for carrying out its responsibility to the Policy Council;
- Designating the district's superintendent to either assist in the selection of the regional representative for the region in which the district is located or to appoint a district representative if the district is considered a single district in the membership designation;
- Advising the Policy Council through its representative;
- Selecting, compensating and determining the duties of special education teachers, instructional aides and other personnel needed to provide those special education programs and services it has contracted to operate;
- Developing and maintaining budgets for those special education programs and services it has contracted to operate;
- Ensuring its district's adherence to all applicable state and federal laws and policies of the Policy Council;
- Adopting district determined necessary procedures for the operation of those special education programs and services it has contracted to operate which are not in conflict with the state or federal requirements or policies, agreements and procedures described in the Local Plan;
- Providing facilities for regionalized programs for special education services it has contracted to operate;
- Providing or arranging for required special transportation;
- Cooperating with the governing boards of Humboldt-Del Norte SELPA LEAs to assure the availability of special education services to all individuals with disabilities regardless of their district of residence;
- Encouraging representation to the Community Advisory Committee.

b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan:

The superintendent of each participating local school district is responsible for assuring the provision of appropriate special education programs and services for students with disabilities for whom the district is responsible in +

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SELPA **Humboldt-Del Norte**

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accordance with the policies, agreements and procedures established by the governing board and those described in the Local Plan. The specific functions of the district superintendents necessary for carrying out that responsibility include, but are not necessarily limited to:

- Representing, or appointing a designated representative of that educational agency, or selecting a representative to act on behalf of the educational agency if the district is in a regional designation, the district as a member of the SELPA Policy Council and carrying out the functions of the Policy Council as described in the Local Plan;
- Acting as a liaison between the governing board and the Policy Council;
- Providing leadership within the district in support of special education programs and services;
- Advising the governing board of policies adopted by the Policy Council;
- Recommending to the governing board the development and adoption of local policies for special education programs and services;
- Recommending to the governing board any revisions of special education programs and services which are necessary to meet the changing needs of the district and which should be considered in the SELPA budget planning process;
- Developing and maintaining fiscal accounting records and information compatible with procedures established by the Policy Council and the Humboldt County Office of Education and in a manner that facilitates an audit by a certified public accountant, the California Department of Education or the Policy Council;
- Collecting information on the district's special education program operation and reporting such information to the SELPA Director;
- Supporting and cooperating in SELPA regional activities, such as:
 - personnel development,
 - coordination of curriculum,
 - program evaluation, and
 - student management information systems;
- Consulting with the SELPA Director regarding actions involving the due process, a complaint or a major programmatic change affecting the SELPA;
- Implementing and monitoring actions directed by administrative hearing officers or compliance officers, and
- Providing oversight to all special education programs and services within the district in order to ensure maintenance of standards and adherence to all relevant laws, rules, regulations and policies.

c. The responsibilities of each LEA and COE for coordinating the administration of the local plan:

The responsibilities of each LEA and COE for coordination and administration of the local plan include, but are not necessarily limited to:

- Advising the superintendent and governing board regarding the status, accomplishments and needs of the

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SELPA **Humboldt-Del Norte**

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special education programs and services operating within the LEA;

- Gathering, interpreting and reporting data regarding the implementation, administration and operation of the Local Plan within the LEA;
- Monitoring the assessment, instructional planning, placement and review procedures of individuals with disabilities;
- Serving as the administrator for IEP team meetings, as necessary;
- Supervising the development and implementation of appropriate curriculum and instruction for individuals with disabilities, including modification of the regular core curriculum;
- Coordinating child find activities at the local level;
- Assisting in or directing the development and monitoring of the special education budget for the LEA;
- Assisting in or providing the supervision and evaluation of special education personnel;
- Monitoring special education programs and services to ensure their provision in the least restrictive environment and in appropriate facilities;
- Working cooperatively with other SELPA LEAs in the planning and implementation of the full continuum of programs and services on a regional bases;
- Assisting in the identification of personnel development needs and inservice education programs;
- Advising the development of local and SELPA-wide policies and procedures;
- With the assistance of parents and staff, identifying potential candidates for membership on the Community Advisory Committee (CAC) to submit for governing board selection, and;
- Coordinating California Department of Education evaluation activities within the LEA.

11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:

a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan:

The Policy Council shall approve positions necessary for the operation of the SELPA functions according to this Local Plan and based upon the recommendations from the SELPA Director.

- The AU is responsible for serving as the employing agency for the SELPA Director and the SELPA staff and developing procedures, policies, job descriptions and other necessary provisions that, with approval of the Policy Council, enables the SELPA to operate as a special program within the structure of the County Office.
- The AU is responsible for the recruitment and hiring of the SELPA Director and staff.
- The Superintendents' Council shall jointly supervise and evaluate the SELPA Director's performance, including implementing disciplinary action as may be necessary.

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- The SELPA Director oversees the recruitment, supervision and evaluation of SELPA staff.

b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA:

All federal and state special education funds shall be allocated to the SELPA AU for allocation to LEAs according to an approved Special Education Funding Allocation Plan. Any changes to the allocation plan of federal and state special education funds shall be made by the Policy Council and approved by the LEA governing boards (Del Norte County/District shall be considered one governing board).

The governing boards of the LEAs participating in the SELPA have agreed that students with disabilities will be provided with appropriate special education services. The Policy Council has been designated the authority to verify the distribution of all federal and state special education funds in order for local education agencies to carry out their responsibilities. The AU shall be responsible for the distribution of the funds according to the approved Special Education Funding Allocation Plan. The SELPA Director is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.

The Superintendents' Special Education Policy Council shall annually review and allocate the special education funds to all the participating LEAs in the SELPA according to the allocation model described in this Local Plan.

c. The operation of special education programs: education programs:

It is the intention of the SELPA to provide a full continuum of services to students with disabilities, including students in charter schools, throughout the geographic region of the SELPA. Access to services is through each of the LEAs. The referral, assessment and IEP processes are utilized to identify the needs of each individual student with disabilities. The LEAs shall assure that students will have their rights to appropriate services provided in the least restrictive environment.

Role of the AU/RLA:

The AU shall be responsible for receipt of and distribution of any funds for the operation of special education programs in accordance with the provisions of the Education Code Section 56836.

In order to ensure that a full continuum of appropriate services are available on a regional basis throughout the SELPA, the AU shall be authorized to enter into agreements with one or more LEAs to develop and operate program services and to recover the costs associated with providing those services in accordance with the approved Local Plan and Program Reimbursement Matrix.

Role of the SELPA Administrator:

- Coordinate implementation of all components of the Local Plan;
- Develop and maintain interagency agreements with appropriate public agencies to ensure a full range of special education programs and services;
- Monitor and ensure appropriate use of federal, state, and local funds allocated for special education operations;

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- Provide LEA program staff with a venue for sharing ideas regarding issues such as IEP development and implementation, curriculum scope and sequence, student performance targets, assessments, instructional best practices, and day-to-day operations.

Role of the LEA:

Each LEA shall utilize one or more of the following options to provide special education and services and to assure full educational opportunity:

- Provide a full continuum of special education programs within their district;
- Contract with another LEA within the SELPA for special education programs/services, if applicable;
- Refer for placement in programs and/or services provided by nonpublic schools or agencies or residential treatment centers;
- Refer for diagnostic services and/or placement in State Special Schools.

d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs:

It is the intent of the SELPA that the needs of students with disabilities as identified in their IEPs shall be met through the appropriate use of special education funds. To ensure the appropriate use of special education funds the following steps shall be followed:

Role of the RLA/AU:

The AU, as the grantee of federal funds from the California Department of Education (CDE), shall distribute all or part of the federal funds received to the SELPA. The AU will provide consultation and support to the SELPA related to the monitoring of the appropriate use of federal, state and local funds used for special education programs.

Role of the SELPA Administrator:

The SELPA Director or designee shall be responsible to monitor, at a minimum annually, the appropriate use of all funds allocated for special education programs and services. Final determination and monitoring regarding the appropriate use of special education funds shall be made through the required annual MOE reports and Annual Budget Plan submitted to the CDE.

Role of the LEA:

The individual LEAs, along with support from the SELPA Director, shall ensure that the funds received from part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement state, local, and other Federal funds and not to supplant those funds; and will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of students with disabilities except as provided in Federal law and regulations.

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12. Describe how specialized equipment and services will be distributed within the SELPA in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environments:

The SELPA and individual LEAs will ensure that specialized equipment is accessible to students and in alignment with federal and state law. Specialized equipment and services will be provided at the site where the Individualized Education Program (IEP) team has determined provides the program/services where the student with a free and appropriate public education is served in the least restrictive environment.

Low Incidence funds may be used for all pupils with low incidence disabilities as defined in law (hearing impairments, visual impairments, severe orthopedic impairments or any combination thereof) where an IEP team has determined the student meets eligibility requirements for a low incidence disability and the specialized equipment and/or services are recommended in the student's IEP.

The LEA is responsible for providing a student with disabilities who requires the use of an assistive technology device, as noted in their IEP, with continued access to that device, or to a comparable device, when the student, because of enrollment in another LEA, ceases to be enrolled in that LEA. This responsibility is in force until alternative arrangements for providing the student with continuous access to the assistive technology device, or to a comparable device, can be made or until two months have elapsed from the date that the student ceased to be enrolled in that LEA, whichever occurs first (EC 56040.3).

Policies, Procedures, and Programs

Pursuant to *EC* sections 56122 and 56205(a), the SELPA ensures conformity with Title 20 *United States Code (USC)* and in accordance with Title 34 *Code of Federal Regulations (CFR)* Section 300.201 and has in effect policies, procedures, and programs. For each of the following 23 areas, identify whether, or not each of the following provisions of law are adopted as stated. If the policy is not adopted as stated, briefly describe the SELPA's policy for the given area. In all cases, provide the SELPA policy and procedure numbers; the document title; and the physical location where the policy can be found.

1. Free Appropriate Public Education: 20 USC Section 1412(a)(1)

Policy/Procedure Number: HDN SELPA AP:1

Document Title: Humboldt-Del Norte SELPA Assurances Policy

Document Location: Humboldt-Del Norte SELPA Office

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA

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as stated:

☒ Yes ☐ No

2. Full Educational Opportunity: 20 USC Section 1412(a)(2)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

3. Child Find: 20 USC Section 1412(a)(3)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

**4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP):
20 USC Section 1412(a)(4)**

Policy/Procedure Number:

Document Title:

Document Location:

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"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 USC Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 USC Section 1414 (d). It shall be the policy of this LEA that a of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

5. Least Restrictive Environment: USC Section 1412(a)(5)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

6. Procedural Safeguards: 20 USC Section 1412(a)(6)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

7. Evaluation: 20 USC Section 1412(a)(7)

Policy/Procedure Number:

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Document Title:

Document Location:

"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

8. Confidentiality: 20 USC Section 1412(a)(8)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

9. Part C to Part B Transition: 20 USC Section 1412(a)(9)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that children participating in early intervention programs under the Individuals with Disabilities Education Act (IDEA), Part C, and who will participate in preschool programs, experience a smooth and effective transition to preschool programs in a manner consistent with 20 USC Section 1437(a)(9). The transition process shall begin prior to the child's third birthday." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

10. Private Schools: 20 USC Section 1412(a)(10)

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Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

11. Local Compliance Assurances: 20 USC Section 1412(a)(11)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California EC, Part 30." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

12. Interagency: 20 USC Section 1412(a)(12)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process." The policy is adopted by the SELPA as stated:

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☒ Yes ☐ No

13. Governance: 20 USC Section 1412(a)(13)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

14. Personnel Qualifications

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

15. Performance Goals and Indicators: 20 USC Section 1412(a)(15)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to comply with the requirements of the performance goals and

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indicators developed by the CDE and provide data as required by the CDE." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

16. Participation in Assessments: 20 USC Section 1412(a)(16)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs described in 20 USC Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective Reps.." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

17. Supplementation of State, Local, and Federal Funds: 20 USC Section 1412(a)(17)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

18. Maintenance of Effort: 20 USC Section 1412(a)(18)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds

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and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

19. Public Participation: 20 USC Section 1412(a)(19)

Policy/Procedure Number:

Policy/Procedure Title:

Document Location:

"It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

20. Suspension and Expulsion: 20 USC Section 1412(a)(22)

Policy/Procedure Number:

Document Title:

Document Location:

"The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

21. Access to Instructional Materials: 20 USC Section 1412(a)(23)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National

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Instructional Materials Accessibility Standard." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

23. Prohibition on Mandatory Medicine: 20 USC Section 1412(a)(25)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

Administration of Regionalized Operations and Services

Pursuant to *EC* sections 56195.7(c), 56205(a)(12)(B), 56368, and 56836.23, describe the regionalized operation and service functions. Descriptions must include an explanation of the direct instructional support provided by program specialists; and the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA. Information provided should include the reference number, document title, and the location (e.g., SELPA office) for each function:

1. Coordination of the SELPA and the implementation of the local plan:

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Reference Number: LP: 1

Document Title: Humboldt- Del Norte SELPA Local Plan- Section B

Document Location: Humboldt-Del Norte SELPA Office

Description:

Role of the RLA/AU:

- Delegating administrative support and coordination of the implementation of the Local Plan to the SELPA Director
- Receiving and distributing the special education funds to LEA accounts for special education program and services in accordance with the annual recommendations made by the Policy Council.

Role of the SELPA Administrator:

- Ensure that the local plan is implemented and will make recommendations to the Policy Council when revisions are needed.
- Facilitate development and approval of SELPA policies and procedures necessary to implement the local plan.

Role of the LEA:

- Ensure a full continuum of services/supports are available in order to provide a free and appropriate public education to all students with disabilities for whom they are responsible.
- Through their representative at the Policy Council, will review and approve policies and procedures to implement the Local Plan.

2. Coordinated system of identification and assessment:

Reference Number: PM: 1

Document Title: Humboldt-Del Norte SELPA Special Education Procedural Manual & Humboldt Del Norte SELPA Eligibility Criteria Handbook

Document Location: <https://hdnselpa.org/>

Guidelines for Special Education Identification and Eligibility and procedures related to identification and assessment.

Identification procedures shall include systematic methods of utilizing referrals of students from teachers, parents, agencies, appropriate

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Description:

professionals and from other members of the public. A student shall be referred for special education instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized. All referrals shall initiate the development of an assessment process and shall be documented. In most situations, an initial referral for special education will result in an assessment plan to assess the student for special education eligibility. When a verbal referral is made, staff shall assist the individual in making the request in writing. All referrals made by school staff shall be written and include a brief reason for the referral and documentation of the resources of the general education program that have been considered, modified, and, when appropriate, the results of the intervention.

3. Coordinated system of procedural safeguards:

Reference Number:

PM: 91

Document Title:

Humboldt-Del Norte SELPA Special Education Procedural Manual

Document Location:

<https://hdnselpa.org/>

Description:

In accordance with § 1415(d)(1)(A) of Title 20 of the United States Code, and § 300.504(a) of Title 34 of the Code of Federal Regulations, parents shall be given a copy of their rights and Procedural Safeguards, also known as Parent Rights, one time a school year. Parents should also give given a copy of the Procedural Safeguards:

1. Upon initial referral or parental request for assessment.
2. Upon receipt of the first state complaint under § 56500.2 in a school year.
3. Upon receipt of the first due process hearing request under § 56502 in a school year.
4. When a decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct in accordance with § 300.530(h) of Title 34 of the Code of Federal Regulations.
5. Upon request by a parent.

4. Coordinated system of staff development and parent and guardian education:

Reference Number:

LP: 4

Document Title:

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Document Location:

<https://hdnselpa.org/>

Description:

Role of the RLA/AU:

Coordinates training and support for districts related to special education needs in the LEAs.

Role of the SELPA Administrator:

On an annual basis, input is collected from the Special Education Administrators from member LEAs and staff to determine the staff development needs that the SELPA is requested to provide. On an annual basis, the Community Advisory Committee will provide input on the parent and guardian education needs. The SELPA Administrator or designee will coordinate and/or provide needed trainings and supports as requested or determined appropriate for each member LEA.

Role of the LEA:

LEAs will determine their staff development and parent/guardian education needs, based on their locally identified requirements. LEAs will seek assistance and staff and professional development from the SELPA when needed.

5. Coordinated system of curriculum development and alignment with the core curriculum:

Reference Number:

LP: 5

Document Title:

Humboldt- Del Norte SELPA Local Plan- Section B

Document Location:

<https://hdnselpa.org/>

Description:

Role of the RLA/AU:

Coordinates training and support for districts related to special education needs in the LEAs.

Role of the SELPA Administrator:

The SELPA Director will provide technical assistance and staff development as requested or determined appropriate for member LEAs.

Role of the LEA:

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Individual LEAs will determine needs for curriculum development and alignment with the core curriculum, based on their locally identified needs. LEAs will seek technical assistance and staff and professional development from the SELPA when needed.

6. Coordinated system internal program review, evaluation of the effectiveness of the local plan, and implementation of the local plan accountability system:

Reference Number: LP: 6

Document Title: Humboldt- Del Norte SELPA Local Plan- Section B

Document Location: <https://hdnselpa.org/>

Description:

Role of the RLA/AU:

The AU, as the grantee for state and federal funds, will monitor the SELPA funding allocations and distributions to member LEAs.

Role of the SELPA Administrator:

- Review Annual Performance Reports, California School Dashboard, and other data sources with LEA administrators
- Review Annual Budget Plan by Superintendents, CAC and other interested parents, community or educational groups
- Review Annual Service Plan by Superintendents, CAC and other interested parents, community or educational groups
- Review of the SELPA Funding Allocation Plan by the Superintendents to ensure appropriate distribution of funds.

Role of the LEA:

- Review and monitor Annual Performance Reports, California School Dashboard, and other data sources to ensure SWDs receive a free appropriate public education.
- Engage in monitoring activities as required by the CDE.

7. Coordinated system of data collection and management:

Reference Number: LP: 7

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Document Title: Humboldt- Del Norte SELPA Local Plan- Section B

Document Location: <https://hdnselpa.org/>

Description:

Role of the of the SELPA:

The SELPA will approve the California Longitudinal Assessment and Pupil Data System (CALPADS) submission of each member LEA as required by the California Department of Education. The SELPA will provide technical assistance and training to LEAs as requested and/or deemed necessary by the SELPA.

Role of the LEAs:

LEAs are responsible for data entry, quality and integrity. LEAs will ensure that CALPADS submissions are in a timely manner and as required by the California Department of Education.

8. Coordination of interagency agreements:

Reference Number: LP: 8

Document Title: Humboldt- Del Norte SELPA Local Plan- Section B

Document Location: <https://hdnselpa.org/>

Description:

Role of the SELPA:

The SELPA Director, or designee, will review, revise, or develop interagency agreements as required to implement the plan. The SELPA Director will ensure that interagency agreements are in place as required by California Education Code and provide technical assistance and dispute resolution as needed.

Role of the LEA:

LEA will support and implement interagency agreements developed and agreed to by the SELPA .

9. Coordination of services to medical facilities:

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Reference Number:

Document Title:

Document Location:

Description:

Role of the SELPA:

The SELPA Director will facilitate the coordination of services to students in medical facilities within the geographic area of the SELPA and by the designated LEAs.

Role of the LEA:

Individuals with exceptional needs who are placed in a public hospital, state licensed children's hospital, psychiatric hospital, proprietary hospital, or a health facility for medical purposes are the educational responsibility of the LEA in which the hospital or facility is located.

10. Coordination of services to licensed children's institutions and foster family homes:

Reference Number:

Document Title:

Document Location:

Description:

Role of the SELPA:

The SELPA Director will facilitate the coordination of services to students in licensed children's institutions and foster homes within the geographic area of the SELPA and by the designated LEAs.

Role of the LEAs:

Special education services for students with disabilities residing in foster family homes or licensed children's institutions shall be the responsibility of the LEA in which the foster family home or the licensed children's institution is located, unless based on education code there is another district of special education accountability which would be responsible.

11. Preparation and transmission of required special education local plan area reports:

Reference Number:

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Document Title: **Humboldt- Del Norte SELPA Local Plan- Section B**

Document Location: **<https://hdnselpa.org/>**

Description:

Role of the RLA/AU:

The AU is responsible for completing required accountability and fiscal reports on behalf of the SELPA.

Role of the SELPA:

The SELPA Director will ensure preparation and timely submission of required reports and provide technical assistance to LEAs in completing said reports.

Role of the LEA:

Individual LEAs will submit required reports and/or data in order for the SELPA to submit timely reports.

12. Fiscal and logistical support of the CAC:

Reference Number: **LP: 12**

Document Title: **Humboldt- Del Norte SELPA Local Plan- Section B**

Document Location: **<https://hdnselpa.org/>**

Description:

Role of the RLA/AU:

The AU will approve those expenses deemed appropriate and approved by the Policy Council and/or SELPA Director.

Role of the SELPA:

The SELPA Director will provide fiscal and logistical support for CAC meetings, events, and trainings that are approved by the Policy Council when required.

Role of the LEA:

The LEA superintendents through the Policy Council will ensure that the SELPA has appropriate fiscal and logistical support for the CAC. LEA Special Education administrators shall facilitate communication between

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13. Coordination of transportation services for individuals with exceptional needs:

Reference Number:

Document Title:

Document Location:

Description:

Role of the SELPA:

The SELPA Director or designee will provide technical assistance as needed or requested by LEAs.

Role of the LEA:

Each individual LEA will be responsible for providing transportation for their students with disabilities as determined by their IEP teams.

14. Coordination of career and vocational education and transition services:

Reference Number:

Document Title:

Document Location:

Description:

Role of the SELPA:

The SELPA Administrator will provide staff and professional development and technical assistance as needed or requested. The SELPA Administrator will ensure appropriate interagency agreements are in place and facilitate connection to agencies, as appropriate.

Role of the LEA:

Individual LEAs will provide career and vocational education and transition services as required under state and federal law as appropriate. LEAs will also coordinate with local agencies (e.g., Regional Center and Department of Rehabilitation).

15. Assurance of full educational opportunity:

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Reference Number: **LP: 15**

Document Title: **Humboldt- Del Norte SELPA Local Plan- Section B**

Document Location: **<https://hdnselpa.org/>**

Description:

Role of the SELPA:

Through approval of the Annual Services Plan the SELPA Director will ensure that the full continuum of services is provided. Additionally, professional development and technical assistance is available upon request or as determined needed by the SELPA for LEAs.

Role of the LEA:

Each LEA, through their representative to the Policy Council will determine the regional programs required to meet the needs of the students with disabilities within the SELPA. Additionally, each LEA is responsible for providing a full continuum of services in collaboration with the SELPA and supporting those regional programs provided by their LEA.

16. Fiscal administration and the allocation of state and federal funds pursuant to *EC* Section 56836.01—The SELPA Administrator's responsibility for the fiscal administration of the annual budget plan; the allocation of state and federal funds; and the reporting and accounting of special education funding.

Reference Number: **LP: 16**

Document Title: **Humboldt- Del Norte SELPA Local Plan- Section B**

Document Location: **<https://hdnselpa.org/>**

Role of the RLA/AU:

The AU will work collaboratively with the SELPA to ensure that the distribution of funds are in alignment with the Funding Allocation Plan

The AU shall be responsible for functions including, but not limited to:

- Receipt and distribution of any funds for the operation of special education programs to appropriate accounts.
- Receipt and distribution of special education funds to accounts exclusively designated for SELPA use.

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Description:

Role of the SELPA:

The SELPA Director will:

- Ensure that the distribution and allocation of funds to member LEAs is in alignment with the Funding Allocation Plan.
- Review, monitor and submit required fiscal reports as identified by the California Department of Education.
- Review and submit the Annual Budget Plan

Role of the LEA:

The individual LEAs through representation at Policy Council, determine and approve the allocation of funds to the member LEAs and the Annual Budget Plan. The LEAs will submit required fiscal reports as required by state and federal law.

17. Direct instructional program support that maybe provided by program specialists in accordance with *EC* Section 56368:

Reference Number:

LP: 17

Document Title:

Humboldt- Del Norte SELPA Local Plan- Section B

Document Location:

<https://hdnselpa.org/>

Description:

Role of the SELPA:

The SELPA Director will supervise and evaluate the SELPA program director(s) and provide training and guidance as needed.

Under the direction of the SELPA Director, direct instructional program support that may be provided by the program director(s) which shall include, but are not limited to:

- Conduct observations, consult with and assist special and general education staff, administrators, and parents regarding appropriate services for students with disabilities.
- Participate and provide technical support in program development.
- Facilitate the development and implementation of staff development and parent education activities.

Role of the individual LEAs:

Section B: Governance and Administration

SELPA Humboldt-Del Norte

Fiscal Year 2020-21

The program directors(s) will provide direct instructional support to LEAs as requested or determined necessary.

Special Education Local Plan Area Services

1. A description of programs for early childhood special education from birth through five years of age:

Reference Number:

SB: 1

Document Title:

Humboldt County Office of Education: Special Beginnings

Document Location:

<https://hcoe.org/special-beginnings/>

Description:

The Early Start component of the program partners with the Redwood Coast Regional Center to provide service to infants and toddlers under age three in home and daycare settings. We also work closely with other agencies such as North Coast Children Services (Head Start) and private and state preschools in providing high-level support for children who attend their programs. The goal is to prepare them to transition successfully into district Kindergarten programs on regular school campuses.

Children aged three to five years may be referred to HCOE Special Beginnings by parents, teachers, physicians, community agencies or other concerned individuals with the parents' consent. For students who are eligible for special education services, an Individual Education Plan will be developed based on the child's identified needs.

Children under age three may be referred to the Redwood Coast Regional Center Early Start Coordinator or to the HCOE Special Beginnings Program Manager. We work closely with the Regional Center to provide special education services to forty infants and toddlers who are eligible for the California Early Start program.

2. A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions or concerns to the SELPA governing body or individual administrator:

Reference Number:

LP: 18

Document Title:

Humboldt- Del Norte SELPA Local Plan- Section B

Section B: Governance and Administration

SELPA **Humboldt-Del Norte**

Fiscal Year **2020-21**

Document Location: **<https://hdnselpa.org/>**

Description:

Members of the public, including parents or guardians of students with disabilities, may address questions or concerns to the governing boards of each LEA, the Superintendents' Council, the LEA Special Education Administrators, the SELPA Director, and/or the CAC.

3. A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan:

Reference Number: **LP:19**

Document Title: **Humboldt- Del Norte SELPA Local Plan- Section B**

Document Location: **<https://hdnselpa.org/>**

Description:

In the event of a disagreement among the local educational agencies, local educational agencies and the Administrative Unit, local educational agencies and/or the Administrative Unit and the SELPA regarding the distribution of funding, responsibility for service provision and any other governance activities specified in the Local Plan, it is the intent of the Policy Council that issues be resolved at the lowest level possible in the SELPA's governance structure.

If a local educational agency disagrees with a decision or practice of another agency or the SELPA Office, that local educational agency has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties directly involved. The parties involved will present the issues to their respective superintendents or designees who will attempt to resolve the matter. Either party may request direct assistance of the SELPA Director or designee, or Chairperson of the Policy Council. If this process fails, the parties may pursue a meeting on the issues and resolution with the Policy Council in closed session. The decision of the Policy Council shall be final.

All LEA boards must approve the Local Plan for final submission to the State. If any board fails to approve the Local Plan, that board shall notify all other participating agencies of the reason for not approving the plan and request that the Administrative Unit (AU) Superintendent or designee conduct a meeting on the merits of the local board's objections and negotiate a settlement. If negotiations cannot be settled, the superintendent shall convene a three-person panel as follows: (1) one person selected by the LEA objecting to the plan, (2) one person

Section B: Governance and Administration

SELPA Humboldt-Del Norte

Fiscal Year 2020-21

selected by one of the LEAs agreeing to the plan, and (3) one person selected by mutual agreement of the other two appointees within five days. The decision of the panel will be binding for all parties involved in the dispute.

4. A description of the process being used to ensure a student is referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized:

Reference Number:

LP: 20

Document Title:

Humboldt- Del Norte SELPA Local Plan- Section B

Document Location:

<https://hdnselpa.org/>

Description:

The SELPA provides a full continuum of services to students identified with disabilities, including students in charter schools, alternative education, and students who are not in residence but approved to attend the LEA. Services are provided through each of the member LEAs. The referral, assessment, and Individual Education Program (IEP) process is utilized to identify the needs of each individual student with disabilities. The LEA ensures that supplemental aids and services are provided in the Least Restrictive Environment (LRE). A student shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and where appropriate, utilized.

5. A description of the process being used to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Reference Number:

LP: 21

Document Title:

Humboldt- Del Norte SELPA Local Plan- Section B

Document Location:

<https://hdnselpa.org/>

Description:

Each LEA, or SELPA on behalf of the LEA, shall oversee and evaluate placements in nonpublic, nonsectarian school placements for students. The LEA/SELPA shall ensure that the students' IEPs are being implemented.

Section B: Governance and Administration

SELPA Humboldt-Del Norte

Fiscal Year 2020-21

6. A description of the process by which the SELPA will fulfill the obligations to provide free and appropriate public education (FAPE) to a student age 18 to 21 (or age 22 under the circumstances described in *EC 56026(c)(4)*) who has been incarcerated in a county jail and remains eligible for special education services:

The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in their last educational setting, but had actually been identified as a child with a disability. (*EC Section 56040*)

It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (*EC Section 56041*)

Reference Number:

PM: 3

Document Title:

Humboldt-Del Norte SELPA Special Education Procedural Manual

Document Location:

<https://hdnselpa.org/>

Description:

The laws state that individuals between the ages of 18-21 who are incarcerated in an adult correctional facility are not entitled to a free appropriate public education (FAPE) if, in their educational placement prior to incarceration, they were determined not eligible for special education and did not have an IEP under Part B of the Individuals with Disabilities Education Act (IDEA)

The district in which the incarcerated student's parents reside is responsible for providing free appropriate public education (FAPE) to incarcerated students with disabilities in a county jail who do not fall into the above exception. This obligation would extend to a child-find obligation for students under the age of 18 who are incarcerated in an adult facility.

Humboldt-Del Norte SELPA Local Plan 2020-21

Board Agenda Item - Summary

Background: The Loleta Union Elementary School District is a member of the Humboldt-Del Norte Special Education Local Plan Area (SELPA). The purpose of the SELPA is to ensure that all students with disabilities living within its boundaries will be provided a free appropriate public education as required by the Federal Individuals with Disabilities Education Act (IDEA) and California Education Code. The Local Plan contains a governance and administration section that includes policies and procedures for the provision of special education services by all Local Educational Agencies (LEAs) within the SELPA.

The Humboldt-Del Norte SELPA Local Plan was last fully revised in 2012 and at that time required subsequent approval by all participating LEAs within the SELPA.

Discussion: Under the trailer bill language of the adopted budget in 2018, AB 1808, the Governor required all SELPAs to develop a local plan that conformed to a template to be provided by the California Department of Education (CDE). CDE developed the Section B template for the Local Plan titled Governance and Administration to be used by all SELPAs in the State. Section B, Governance and Administration, requires Humboldt-Del Norte SELPA member LEA board approval.

A local plan committee was formed in the Humboldt-Del Norte SELPA consistent with the required stakeholders per education code. Stakeholders included both general and special education teachers, administrators along with parent representatives of students with disabilities and community members for the Humboldt-Del Norte SELPA's Community Advisory Committee. The language within the current Local Plan was used to satisfy the majority of requirements of the new template. Additional language was developed, reviewed, and recommended by the committee for parts of the new template that were in excess of the current Local Plan. The required sections of the Local Plan using the new templates from CDE (Section B- Governance and Administration,) were approved unanimously by the Humboldt- Del Norte SELPA Superintendents' Policy Council on November 19, 2020. The meeting was held consistent with the Brown Act and Governor Newsom's Executive Order 29-20 to allow the public an opportunity to participate and comment.

Following approval by the Superintendents' Policy Council, the Local Plan Section B Governance and Administration, must be approved by all governing boards of member LEAs and by the Humboldt County Office of Education board and Del Norte County Office of the Education board. These approvals of the Local Plan will be submitted to CDE no later than June 30, 2021. Upon final approval, the Local Plan must be posted on the website of each member LEA, the Humboldt-Del Norte SELPA, and Humboldt County Office of Education.

Member LEAs: Arcata School District, Big Lagoon Union School District, Blue Lake Union Elementary School District, Bridgeville School District, Cuddeback Union School District, Cutten School District, Del Norte County Unified, Del Norte County Office of Education, Eureka City Schools, Ferndale Unified School District, Fieldbrook School District, Fortuna Elementary School District, Fortuna Union High School District, Freshwater School District, Garfield School District, Green Point School District, Humboldt County Office of Education, Hydesville School District, Jacoby Creek School District, Klamath-Trinity Joint Unified School District, Kneeland School District, Loleta Union School District, Maple Creek School District, Mattole Unified School District, McKinleyville Union School District, Northern Humboldt Union High School District, Northern United Humboldt Charter School, Orick School District, Pacific Union School District, Pacific View Charter 2.0, Peninsula Union School District, Rio Dell School District, Scotia Union School District, South Bay Union School District, Southern Humboldt Unified School District, Trinidad Union School District

Local Plan Sections

Section A, Contacts and Certifications

Section B, Governance and Administration, must be reviewed every three years

Section D, Annual Budget Plan, must be developed and approved annually

Section E, Annual Services Plan, must be developed and approved annually

Member LEAs: Arcata School District, Big Lagoon Union School District, Blue Lake Union Elementary School District, Bridgeville School District, Cuddeback Union School District, Cutten School District, Del Norte County Unified, Del Norte County Office of Education, Eureka City Schools, Ferndale Unified School District, Fieldbrook School District, Fortuna Elementary School District, Fortuna Union High School District, Freshwater School District, Garfield School District, Green Point School District, Humboldt County Office of Education, Hydesville School District, Jacoby Creek School District, Klamath-Trinity Joint Unified School District, Kneeland School District, Loleta Union School District, Maple Creek School District, Mattole Unified School District, McKinleyville Union School District, Northern Humboldt Union High School District, Northern United Humboldt Charter School, Orick School District, Pacific Union School District, Pacific View Charter 2.0, Peninsula Union School District, Rio Dell School District, Scotia Union School District, South Bay Union School District, Southern Humboldt Unified School District, Trinidad Union School District

ACCOUNTS PAYABLE - BOARD PAYMENT REPORT

Report Cover Sheet

General Settings

Report Name	ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
Printed	1/12/2021 2:10:14 PM
District	28
Logon	tbrown
Fiscal Year	2021

Filters

Transaction Type:	ALL
Board Meeting Date:	01/14/2021
From Transmittal Number:	21000023
To Transmittal Number:	21000026
Audit Type:	ALL
Fiscal Year:	2021
Sort By:	Reference Number
Print Description:	Both
Include Vendor Address:	NO
Page Break By Transmittal:	NO
Include Voided Transmittal:	NO

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
 Board of Trustees Meeting 01/14/2021

28 Loleta Union

Fiscal Year: 2021

Transmittal Number: 21000023-0 AUDIT

Reference	Vendor	Description	Amount
PV210261-001	CENGAGE LEARNING	WORKBOOKS	472.62
		CURRICULUM	
PV210262-001	FERNDAL TECH	COVID/COMPUTER REPAIRS	3,921.69
		TECHNOLOGY	
PV210263-001	PG&E	ELECTRICITY	1,516.31
		UTILITIES UTILITIES	
PV210264-001	SARA MCLENNAN	COVID STUDENT SUPPORT	48.30
		MILEAGE REIMB.	
PV210265-001	MISSION LINEN SERVICE INC	SUPPLIES	89.11
		CAFETERIA	
PV210266-001	US BANK	COVID/GEN./CURRIC.	64.56
		COVID	
PV210267-001	US BANK	COVID/GEN./CURRIC.	823.50
		COVID	
PV210268-001	US BANK	COVID/GEN./CURRIC.	22.57
		COVID	
PV210269-001	US BANK	COVID SUPPLIES	410.85
		COVID	
PV210270-001	US BANK	COVID/GEN./CURRIC.	213.50
		COVID	
PV210271-001	US BANK	COVID/GEN./CURRIC.	53.76
		COVID	
PV210272-001	US BANK	COVID/GEN./CURRIC.	7.29
		COVID	
PV210273-001	US BANK	COVID/GEN./CURRIC.	103.06
		COVID	
PV210274-001	US BANK	COVID/GEN./CURRIC.	207.15
		COVID	
PV210275-001	US BANK	COVID/GEN./CURRIC.	391.52
		COVID	
PV210276-001	US BANK	COVID/GEN./CURRIC.	90.38
		COVID	
PV210277-001	US BANK	COVID/GEN./CURRIC.	2,456.66
		COVID	
PV210278-001	US BANK	COVID/GEN./CURRIC.	114.53
		COVID	
PV210279-001	US BANK	COVID/GEN./CURRIC.	44.86
		COVID	
PV210280-001	US BANK	COVID/GEN./CURRIC.	2,152.80
		COVID	

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
 Board of Trustees Meeting 01/14/2021

28 Loleta Union

Fiscal Year: 2021

Transmittal Number: 21000023-0 AUDIT

Reference	Vendor	Description	Amount
PV210281-001	US BANK	COVID/GEN./CURRIC. COVID	29.80
PV210282-001	US BANK	COVID/GEN./CURRIC. COVID	15.07
PV210283-001	US BANK	COVID/GEN./CURRIC. COVID	54.79
PV210284-001	US BANK	COVID/GEN./CURRIC. COVID	28.92
PV210285-001	US BANK	COVID/GEN./CURRIC. COVID	54.26
PV210286-001	US BANK	COVID/GEN./CURRIC. COVID	86.18
PV210287-001	US BANK	COVID/GEN./CURRIC. COVID	1,530.47
PV210288-001	US BANK	CSI SUPPLIES CSI	35.41
PV210289-001	US BANK	COVID/GEN./CURRIC. COVID	69.28
PV210290-001	US BANK	COVID/GEN./CURRIC. COVID	192.87
PV210291-001	US BANK	COVID/GEN./CURRIC. COVID	86.19
PV210292-001	US BANK	COVID/GEN./CURRIC. COVID	38.71
PV210293-001	US BANK	COVID/GEN./CURRIC. COVID	97.10
PV210294-001	US BANK	CSI SUPPLIES CSI	105.49
PV210295-001	US BANK	CSI SUPPLES CSI	153.08
PV210296-001	OWSLEY ELECTRIC	INSTALL PROJECTORS COVID	1,606.18
PV210297-001	ONE CALL NOW	ALL CALL SYSTEM RENEWAL	350.00
PV210298-001	NCS PEARSON INC (C)	SPED/CURRICULUM CURRICULUM	165.00
PV210299-001	SCHOLASTIC INC	NEWS/SCIENCE CURRICULUM	152.68
PV210300-001	SONOMA COUNTY OFFICE OF EDUC	STUDENT DISCIPLINE WORKSHOP PROFESSIONAL DEVELOPMENT	60.00

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
 Board of Trustees Meeting 01/14/2021

28 Loleta Union

Fiscal Year: 2021

Transmittal Number: 21000023-0 AUDIT

Reference	Vendor	Description	Amount
PV210301-001	US BANK	COVID/GEN./CURRIC. COVID	17.27
PV210302-001	US BANK	COVID/GEN./CURRIC. COVID	44.00
Transmittal Total			18,177.77
Fund Summary:			
Fund 01			18,088.66
Fund 13			89.11

Transmittal Number: 21000024-0 AUDIT

PV210303-001	AT&T LONG DISTANCE	INTERNET	188.47
PV210304-001	AUSTRUS, CAS	UTILITIES GENERAL	44.73
PV210305-001	FERNDALE TECH	STAFF REIMB. COVID/COMPUTER REPAIRS	3,271.25
PV210306-001	ACE HARDWARE-FORTUNA	TECHNOLOGY GEN./MAIN.	125.58
PV210307-001	HUMBOLDT TERMITE & PEST(C)	FACILITIES CAMPUS MAINTENANCE	35.00
PV210308-001	LOLETA COMMUNITY SERVICES DIST	UTILITIES WATER/COVID	199.50
PV210309-001	MENDES SUPPLY COMPANY	UTILITIES SUPPLIES/COVID	296.60
PV210310-001	PRESENCE LEARNING INC.	UTILITIES SERVICES	3,095.47
PV210311-001	QUILL	CURRICULUM SUPPLIES - COVID	77.56
PV210312-001	RECOLOGY	SUPPLIES GARBAGE & RECYCLING	616.90
PV210313-001	WYCKOFF'S PLUMBING & HARDWARE	UTILITIES SUPPLIES	9.79
PV210314-001	CRYSTAL SPRINGS CO	CUSTODIAL SUPPLIES WATER FOR STAFF & STUDENTS	76.00
PV210315-001	DAVID L. MOONIE & CO. LLP	COVID AUDIT	1,500.00
ADMIN			
Transmittal Total			9,536.85
Fund Summary:			
Fund 01			9,536.85

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
 Board of Trustees Meeting 01/14/2021

28 Loleta Union

Fiscal Year: 2021

Transmittal Number: 21000025-0 AUDIT

Reference	Vendor	Description	Amount
PV210316-001	AT&T	INTERNET	9,965.00
		UTILITIES	
PV210317-001	CRYSTAL CREAMERY	MILK FOR STUDENTS/COVID	982.68
		CAFETERIA	
PV210318-001	FERNDAL TECH	GENERAL/COMPUTER REPAIRS	634.47
		TECHNOLOGY	
PV210319-001	KLAMATH-TRINITY JOINT UNIFIED	NATIVE LANGUAGE	675.00
		INDIAN EDUCATION	
PV210321-001	PROPACIFIC FRESH	CAFETERIA	1,194.52
		CAFETERIA/COVID	
PV210322-001	SUNBELT RENTALS, INC	COVID	582.41
		EQUIP RENTAL	
PV210323-001	TOTAL COMPENSATION SYSTEMS, INC	AUDIT	1,600.00
		ADMIN	
PV210324-001	VERIZON WIRELESS	HOTSPOT/WIFI	494.22
		COVID/TECHNOLOGY	
PV210325-001	BCC FUNDING X LLC	COPIER LEASE	228.66
		UTILITIES	
PV210326-001	HEINEMANN	WORKBOOKS	13,421.68
		CURRICULUM	
PV210327-001	PG&E	ELECTRICITY	126.56
		UTILITIES	
PV210328-001	SPURR	NATURAL GAS	247.30
		UTILITIES	
PV210329-001	AT&T LONG DISTANCE	INTERNET	294.09
		UTILITIES	
PV210330-001	VALLEY PACIFIC PETROLEUM	GAS	184.51
		UTILITIES	
Transmittal Total			30,631.10
Fund Summary:			
	Fund 01		28,912.50
	Fund 13		1,718.60

Transmittal Number: 21000026-0 AUDIT

PV210331-001	CLENDENEN'S CIDER WORKS	CAFETERIA	114.00
		CAFETERIA	
PV210332-001	CRYSTAL SPRINGS CO	WATER FOR STAFF & STUDENTS	28.00
		COVID	
PV210333-001	MCGRAW-HILL EDUCATION HOLDINGS	SUBSCRIPTION	405.00
		CURRICULUM	

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - BOARD PAYMENT REPORT
 Board of Trustees Meeting 01/14/2021

28 Loleta Union

Fiscal Year: 2021

Transmittal Number: 21000026-0 AUDIT

Reference	Vendor	Description	Amount
PV210334-001	NYBERG-AUSTRUS, HEATHER	CLASSROOM REIMBURSEMENT	19.95
PV210335-001	PG&E	ELECTRICITY UTILITIES	1,201.71
PV210336-001	ECOLAB	CAFETERIA	193.92
PV210337-001	PROPACIFIC FRESH	CAFETERIA	717.91
PV210338-001	ROJO, AMY	CAFETERIA/COVID BANK DEPOSITS	13.80
PV210339-001	SARA MCLENNAN	MILEAGE REIMB. COVID SUPPORT	44.85
PV210340-001	SFS OF SCRAMENTO INC	STAFF REIMB. CAFETERIA	1,451.11
PV210341-001	TOTAL COMPENSATION SYSTEMS,INC	CAFETERIA/COVID SUPPLIES AUDIT	1,600.00
PV210342-001	US BANK	ADMIN COVID SUPPLIES COVID	188.41
Transmittal Total			5,978.66
Fund Summary:			
Fund 01			4,613.10
Fund 13			1,365.56

Total Number Of References: 81 **Transmittal Count:** 4 **Grand Total:** 64,324.38

The above Payable transactions have been issued in accordance with the District's policies and procedures.
 It is recommended that the Board of Trustees approve them.

 Authorized Agent

 Board Approval

Redwood Capital Account # xxxxxxxx -8th Grade Account

Remove: Amy Rojo

Add: Tiara Zahler

To new signers on Account: Autumn Chapman, Lisa Armstrong, Tiara Zahler
and John Simmons:

Motion by:

2nd by:

CARRIED.

Redwood Capital Account # xxxxxx - Revolving Account

Remove: Amy Rojo

Add: Tiara Zahler

To new signers on Account: Autumn Chapman, Lisa Armstrong, Tiara Zahler
and John Simmons:

Motion by:

2nd by:

CARRIED.

Redwood Capital Account # xxxxxxxx- ASB

Remove: Amy Rojo

Add: Tiara Zahler

To new signers on Account: Autumn Chapman, Lisa Armstrong, Tiara Zahler
and John Simmons:

Motion by:

2nd by:

CARRIED.

Redwood Capital Account # xxxxxxxx - PTO

Remove: Amy Rojo

Add: Tiara Zahler

To new signers on Account: Autumn Chapman, Lisa Armstrong, Tiara Zahler
and John Simmons:

Motion by:

2nd by:

CARRIED.

CalCARD - US Bank # xxxx-xxxx-xxxx-xxxx

Remove: Amy Rojo

Add: Tiara Zahler

To new signers on Account: Autumn Chapman, Lisa Armstrong, Tiara Zahler
and John Simmons:

Motion by:

2nd by:

CARRIED.

John Simmons _____ Date _____

Autumn Chapman _____ Date _____