



Loleta Union School District

BOARD MEETING OF TRUSTEES AGENDA  
Topic: 07-14-2022 Board Meeting  
Time: 05:30 PM Pacific Time (US and Canada)  
Place: LUSD - Room 8 Computer Lab

1.0 OPEN SESSION:

- 1.1 Pledge of Allegiance
- 1.2 Roll Call

2.0 CONSENT CALENDAR:

- 2.1 Approval of the Board Minutes from 6.28.2022
- 2.2 Approval of the Board Minutes from 6.23.2022
- 2.3 Board Warrants
- 2.4 TLC MOU Fortuna ESD 2022-23
- 2.5 Williams Report 2nd QTR 2021.2022

3.0 PUBLIC COMMENT:

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

4.0 INFORMATIONAL ITEMS:

- 4.1 May & June LCRC Report
- 4.2 Mileage Reimbursement

5.0 ACTION ITEMS:

5.1 Resolution 23-001 Request a temporary transfer from the HCOE

6.0 CLOSED SESSION:

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

8.0 ANNOUNCEMENTS:

9.0 FUTURE AGENDA ITEMS : Next Meeting will be held August 11 , 2022 @ 5:30

10.0 ADJOURNMENT:

**LOLETA UNION ELEMENTARY SCHOOL DISTRICT BOARD OF EDUCATION**  
700 Loleta Drive, Loleta, CA 95551  
Room 8 Computer Lab

**Special Meeting**

5:30 PM

**June 28, 2022**

**MINUTE**

1.0 Call To Order of Open Session

1.1 Pledge of Allegiance

1.2 Roll Call **JS, CP, BJ Absent CB, GS**

2.0 Public Comments on Closed Session Items

(Comments are limited to three minutes per speaker and total time for public comment about any topic shall be limited to 20 minutes per board regulation)

3.0 Closed Session:**5:45pm**

3.1 Employee Discipline, Dismissal, Release (GC § 54957)

**“Board authorized current Superintendent/Principal to hire an independent investigator to investigate all complaints against a District employee”**

4.0 Reconvening of Open Session **6:12**

5.0 Report-Out On Actions Taken In Closed Session

**“Board authorized current Superintendent/Principal to hire an independent investigator to investigate all complaints against a District employee”**

6.0 Future Agenda Items : Next Meeting will be held July 14, 2022 @ 5:30 PM

7.0 Adjournment **6:14pm**

**Minutes appending approval next board meeting 7.14.2022**

BOARD MEETING OF TRUSTEES AGENDA  
Topic: 06 -23-2022 Board Meeting  
Time: 05:30 PM Pacific Time (US and Canada)  
Place: LUSD - Room 8 Computer Lab

1.0 OPEN SESSION:

- 1.1 Pledge of Allegiance
- 1.2 Roll Call **JS, CP, BJ, GS**

2.0 CONSENT CALENDAR:

- 2.1 Approval of the Board Minutes from 6.09.2022
- 2.2 Approval of CS1 & CS2 Authorization

**MOTION TO CONSENT CP, 2ND JS MOTION CARRIED UNANIMOUS**

3.0 PUBLIC COMMENT:

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

4.0 INFORMATIONAL ITEMS:

- 4.1 Board members receiving budgeting workshops from Corey Weber.  
**Brenda Juarez asked if it would be quorum.. CP & CB both interested .**
- 4.2 **CSBA Brown Act updated information.**  
**Michael and Corey are willing to also offer a workshop on the Brown Act.**

5.0 ACTION ITEMS:

5.1 Possible approval of LCAP

**Motion to approve - CP      2nd - JS      Motion carried unanimously**

5.2 Possible approval of 22/23 annual budget

**Motion to approve CP      2nd JS      Motion carried unanimously**

5.3 Possible approval of Education Protection Account Resolution

**Motion to approve BJ      2nd JS      Motion carried unanimously**

5.4 Possible approval of the Resolution for Transfer from Special Reserve

**Motion to approve JS      2nd CP      Motion carried unanimously**

5.5 Possible approval of hiring Community School Coordinator - Candidate - Jennifer Fairbanks

**Motion to approve JS      2nd CP      Motion carried unanimously**

5.6 Possible approval of ASES MOU

**Motion to approve JS      2nd CP      Motion carried unanimously**

5.7 Request from CTA to report monthly to the board

**Motion to approve BJ      2nd JS      Motion carried unanimously to have a report in written form.**

6.0 CLOSED SESSION: 6:48pm

7.0 OPEN SESSION: (Actions made in closed session must be announced) 8.0

ANNOUNCEMENTS:

9.0 FUTURE AGENDA ITEMS : Next Meeting will be held July 14, 2022 @ 5:30

10.0 ADJOURNMENT:

ReqPay12c

Board Report

Checks Dated 06/23/2022 through 07/08/2022						
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000173457	06/23/2022	ACE HARDWARE-FORTUNA	01-4381	DOOR HANDLE		39.58
3000173458	06/23/2022	ADVANCED SECURITY SYSTEMS (C)	01-5804	ANNUAL FIRE INSPECTION		70.04
3000173459	06/23/2022	Armstrong, Lisa K	01-4310	BATTERIES FOR OFFICE	23.21	
				SCRAPPERS EDGE 8TH GRADE	51.90	75.11
3000173460	06/23/2022	AT&T LONG DISTANCE	01-5909	INTERNET		1,741.01
3000173461	06/23/2022	Crystal Creamery	13-4710	MILK FOR CAFETERIA		1,066.37
3000173462	06/23/2022	CRYSTAL SPRINGS CO	01-5530	WATER FOR ASES PROGRAM		150.00
3000173463	06/23/2022	Diaz Santillan, Ana Maria	01-4310	RETIREMENT LUNCH		50.93
3000173464	06/23/2022	ECOLAB	13-5623	CAFETERIA		387.84
3000173465	06/23/2022	Evan Morden	01-5861	FINGERPRINT REIMB		25.00
3000173466	06/23/2022	FAIRBANKS, JENNIFER	01-4310	FIELD DAY REIMB	384.26	
				HEADPHONE REIMB	15.18	399.44
3000173467	06/23/2022	LOLETA COMMUNITY SERVICES DIST	01-5530	WATER BILL		290.46
3000173468	06/23/2022	PRESENCE LEARNING INC.	01-5800	SERVICE FEE SPED/CURRIC.		5,979.40
3000173469	06/23/2022	RECOLOGY	01-5560	GARBAGE SERVICES		602.27
3000173470	06/23/2022	STATE OF CALIFORNIA DEPARTMENT OF JUSTICE	01-5861	FINGERPRINTS		79.00
3000173471	06/23/2022	VALLEY PACIFIC PETROLEUM	01-4365	GAS/DIESEL		2,852.08
3000173472	06/23/2022	VERIZON WIRELESS	01-5909	WIFI/HOT SPOTS		1,029.55
3000173473	06/23/2022	Wigginton, James D	01-5861	FINGERPRINT REIMB		25.00
<b>Total Number of Checks</b>					<b>17</b>	<b>14,863.08</b>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	15	13,408.87
13	CAFETERIA FUND	2	1,454.21
Total Number of Checks		17	14,863.08
Less Unpaid Sales Tax Liability			.00
<b>Net (Check Amount)</b>			<b>14,863.08</b>

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

**Special Education Rights of Parents and Children**  
**Under the Individuals with Disabilities Education Act, Part B, and the**  
**California Education Code**  
**Notice of Procedural Safeguards**  
**Revised October 2016**

Note: The term school district is used throughout this document to describe any public education agency responsible for providing your child's special education program. The term assessment is used to mean evaluation or testing. Federal and state laws are cited throughout this notice using English abbreviations, which are explained in a glossary on the last page of this notification.

### **What is the Notice of Procedural Safeguards?**

This information provides you as parents, legal guardians, and surrogate parents of children with disabilities from three (3) years of age through age twenty-one (21) and students who have reached age eighteen (18), the age of majority, with an overview of your educational rights or procedural safeguards.

The Notice of Procedural Safeguards is required under the Individuals with Disabilities Education Act (in English, referred to as IDEA) and must be provided to you:

- When you ask for a copy
- The first time your child is referred for a special education assessment
- Each time you are given an assessment plan to evaluate your child
- Upon receipt of the first state or due process complaint in a school year, and
- When the decision is made to make a removal that constitutes a change of placement

(20 *USC* 1415[d]; 34 *CFR* 300.504; *EC* 56301[d] [2], *EC* 56321, and 56341.1[g] [1])

### **What is the Individuals with Disabilities Education Act (IDEA)?**

IDEA is a federal law that requires school districts to provide a "free appropriate public education" (in English, referred to as FAPE) to eligible children with disabilities. A free appropriate public education means that special education and related services are to be provided as described in an individualized education program (in English, known as IEP) and under public supervision to your child at no cost to you.

### **May I participate in decisions about my child's education?**

You must be given opportunities to participate in any decision-making meeting regarding your child's special education program. You have the right to participate in IEP team meetings about the identification (eligibility), assessment, or educational placement of your child and other matters relating to your child's FAPE. (20 *USC* 1414[d] [1]B–[d][1][D]; 34 *CFR* 300.321; *EC* 56341[b], 56343[c])

The parent or guardian, or the local educational agency (LEA), has the right to participate in the development of the IEP and to initiate their intent to electronically audiotape the proceedings of



provision of a free appropriate public education. (20 USC 1415[b][3] and (4), 1415[c][1], 1414[b][1]; 34 CFR 300.503; EC 56329 and 56506[a])

The school district must inform you about proposed evaluations of your child in a written notice or an assessment plan within fifteen (15) days of your written request for evaluation. The notice must be understandable and in your native language or other mode of communication, unless it is clearly not feasible to do so. (34 CFR 300.304; EC 56321)

### **What will the notice tell me?**

The Prior Written Notice must include the following:

1. A description of the actions proposed or refused by the school district
2. An explanation of why the action was proposed or refused
3. A description of each assessment procedure, record, or report the agency used as a basis for the action proposed or refused
4. A statement that parents of a child with a disability have protection under the procedural safeguards
5. Sources for parents to contact to obtain assistance in understanding the provisions of this part
6. A description of other options that the IEP team considered and the reasons those options were rejected; and
7. A description of any other factors relevant to the action proposed or refused. (20 USC 1415[b][3] and [4], 1415[c][1], 1414[b][1]; 34 CFR 300.503)

### **Parental Consent**

#### **When is my approval required for assessment?**

You have the right to refer your child for special education services. You must give informed, written consent before your child's first special education assessment can proceed. The parent has at least fifteen (15) days from the receipt of the proposed assessment plan to arrive at a decision. The assessment may begin immediately upon receipt of the consent and must be completed and an IEP developed within sixty (60) days of your consent.

#### **When is my approval required for services?**

You must give informed, written consent before your school district can provide your child with special education and related services.

#### **What are the procedures when a parent does not provide consent?**

If you do not provide consent for an initial assessment or fail to respond to a request to provide the consent, the school district may pursue the initial assessment by utilizing due process procedures.

School districts must ensure that an individual is assigned to act as a surrogate parent for the parents of a child with a disability when a parent cannot be identified and the school district cannot discover the whereabouts of a parent.

A surrogate parent may also be appointed if the child is an unaccompanied homeless youth, an adjudicated dependent or ward of the court under the state Welfare and Institution Code, and is referred to special education or already has an IEP. (20 USC 1415[b][2] ; 34 CFR 300.519; EC 56050; GC 7579.5 and 7579.6)

## **Nondiscriminatory Assessment**

### **How is my child assessed for special education services?**

You have the right to have your child assessed in all areas of suspected disability. Materials and procedures used for assessment and placement must not be racially, culturally, or sexually discriminatory.

Assessment materials must be provided and the test administered in your child's native language or mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer.

No single procedure can be the sole criterion for determining eligibility and developing FAPE for your child. (20 USC 1414[b][1]–[3], 1412[a][6][B]; 34 CFR 300.304; EC 56001[j] and 56320)

## **Independent Educational Assessments**

### **May my child be tested independently at the district's expense?**

If you disagree with the results of the assessment conducted by the school district, you have the right to ask for and obtain an independent educational assessment for your child from a person qualified to conduct the assessment at public expense.

The parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parent disagrees.

The school district must respond to your request for an independent educational assessment and provide you information about where to obtain an independent educational assessment.

If the school district believes that the district's assessment is appropriate and disagrees that an independent assessment is necessary, the school district must request a due process hearing to prove that its assessment was appropriate. If the district prevails, you still have the right to an independent assessment but not at public expense. The IEP team must consider independent assessments.

District assessment procedures allow in-class observation of students. If the school district observes your child in his or her classroom during an assessment, or if the school district would have been allowed to observe your child, an individual conducting an independent educational assessment must also be allowed to observe your child in the classroom.

issues relating to the identification, assessment, or educational placement of a child or to a FAPE.

At the prehearing mediation conference, the parent or the school district may be accompanied and advised by nonattorney representatives and may consult with an attorney prior to or following the conference. However, requesting or participating in a prehearing mediation conference is not a prerequisite to requesting a due process hearing.

All requests for a prehearing mediation conference shall be filed with the Superintendent. The party initiating a prehearing mediation conference by filing a written request with the Superintendent shall provide the other party to the mediation with a copy of the request at the same time the request is filed.

The prehearing mediation conference shall be scheduled within fifteen (15) days of receipt by the Superintendent of the request for mediation and shall be completed within thirty (30) days after receipt of the request for mediation unless both parties agree to extend the time. If a resolution is reached, the parties shall execute a legally binding written agreement that sets forth the resolution. All discussions during the mediation process shall be confidential. All prehearing mediation conferences shall be scheduled in a timely manner and held at a time and place reasonably convenient to the parties. If the issues fail to be resolved to the satisfaction of all parties, the party who requested the mediation conference has the option of filing for a due process hearing. (*EC 56500.3 and 56503*)

## Due Process Rights

### What are my due process rights?

You have a right to:

1. Have a fair and impartial administrative hearing at the state level before a person who is knowledgeable of the laws governing special education and administrative hearings (20 *USC 1415[f][1][A]*, 1415[f][3][A]-[D]; 34 *CFR 300.511*; *EC 56501[b][4]*)
2. Be accompanied and advised by an attorney and/or individuals who have knowledge about children with disabilities (*EC 56505 [e][1]*)
3. Present evidence, written arguments, and oral arguments (*EC 56505[e][2]*)
4. Confront, cross-examine, and require witnesses to be present (*EC 56505[e][3]*)
5. Receive a written or, at the option of the parent, an electronic verbatim record of the hearing, including findings of fact and decisions (*EC 56505[e][4]*)
6. Have your child present at the hearing (*EC 56501[c][1]*)
7. Have the hearing be open or closed to the public (*EC 56501[c][2]*)
8. Receive a copy of all documents, including assessments completed by that date and recommendations, and a list of witnesses and their general area of testimony within five (5) business days before a hearing (*EC 56505[e][7]* and *56043[v]*)
9. Be informed by the other parties of the issues and their proposed resolution of the issues at least ten (10) calendar days prior to the hearing (*EC 56505[e][6]*)
10. Have an interpreter provided (*CCR 3082[d]*)
11. Request an extension of the hearing timeline (*EC 56505[f][3]*)
12. Have a mediation conference at any point during the due process hearing (*EC 56501[b][2]*), and

in a public school program with your consent until all proceedings are completed. (20 USC 1415[j]; 34 CFR 300.518; EC 56505[d])

### **May the decision be appealed?**

The hearing decision is final and binding on both parties. Either party may appeal the hearing decision by filing a civil action in state or federal court within 90 days of the final decision. (20 USC 1415[i][2] and [3][A], 1415[l]; 34 CFR 300.516; EC 56505[h] and [k], EC 56043[w])

### **Who pays for my attorneys' fees?**

In any action or proceeding regarding the due process hearing, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you as parent of a child with a disability if you are the prevailing party in the hearing. Reasonable attorneys' fees may also be made following the conclusion of the administrative hearing, with the agreement of the parties. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517; EC 56507[b])

Fees may be reduced if any of the following conditions prevail:

1. The court finds that you unreasonably delayed the final resolution of the controversy
2. The attorneys' hourly fees exceed the prevailing rate in the community for similar services by attorneys of reasonably comparable skill, reputation, and experience
3. The time spent and legal services provided were excessive, or
4. Your attorney did not provide to the school district the appropriate information in the due process request notice.

Attorneys' fees will not be reduced, however, if the court finds that the State or the school district unreasonably delayed the final resolution of the action or proceeding or that there was a violation of this section of law. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517)

Attorneys' fees relating to any meeting of the IEP team may not be awarded unless an IEP team meeting is convened as a result of a due process hearing proceeding or judicial action. Attorneys' fees may also be denied if you reject a reasonable settlement offer made by the district/public agency ten (10) days before the hearing begins and the hearing decision is not more favorable than the offer of settlement. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517)

### **To obtain more information or to file for mediation or a due process hearing, contact:**

Office of Administrative Hearings  
Attention: Special Education Division  
2349 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833-4231  
(916) 263-0880  
FAX (916) 263-0890

curriculum and ensure continuation of services and modifications detailed in the IEP. (34 *CFR* 300.530; *EC* 48915.5[b])

## **Children Attending Private School**

### **May students who are parentally placed in private schools participate in publicly funded special education programs?**

Children who are enrolled by their parents in private schools may participate in publicly funded special education programs. The school district must consult with private schools and with parents to determine the services that will be offered to private school students. Although school districts have a clear responsibility to offer FAPE to students with disabilities, those children, when placed by their parent in private schools, do not have the right to receive some or all of the special education and related services necessary to provide FAPE. (20 *USC* 1415[a][10][A]; 34 *CFR* 300.137 and 300.138; *EC* 56173)

If a parent of an individual with exceptional needs who previously received special education and related services under the authority of the school district enrolls the child in a private elementary school or secondary school without the consent of or referral by the local educational agency, the school district is not required to provide special education if the district has made FAPE available. A court or a due process hearing officer may require the school district to reimburse the parent or guardian for the cost of special education and the private school only if the court or due process hearing officer finds that the school district had not made FAPE available to the child in a timely manner prior to that enrollment in the private elementary school or secondary school and that the private placement is appropriate. (20 *USC* 1412[a][10][C]; 34 *CFR* 300.148; *EC* 56175)

### **When may reimbursement be reduced or denied?**

The court or hearing officer may reduce or deny reimbursement if you did not make your child available for an assessment upon notice from the school district before removing your child from public school. You may also be denied reimbursement if you did not inform the school district that you were rejecting the special education placement proposed by the school district, including stating your concerns and intent to enroll your child in a private school at public expense.

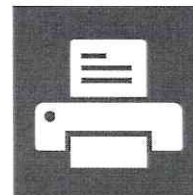
Your notice to the school district must be given either:

- At the most recent IEP team meeting you attended before removing your child from the public school, or
- In writing to the school district at least ten (10) business days (including holidays) before removing your child from the public school. (20 *USC* 1412[a][10][C]; 34 *CFR* 300.148; *EC* 56176)

### **When may reimbursement not be reduced or denied?**

## **Glossary of Abbreviations Used in This Notification**

ADR	Alternative Dispute Resolution
<i>CFR:</i>	<i>Code of Federal Regulations</i>
<i>EC</i>	<i>California Education Code</i>
FAPE	Free Appropriate Public Education
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Program
OAH:	Office of Administrative Hearings
SELPA:	Special Education Local Plan Area
<i>USC:</i>	<i>United States Code</i>



## Windows Printer Test Page

You have correctly installed your TOSHIBA Universal Printer 2 on DESKTOP-E7QQOCR.

### PRINTER PROPERTIES

Submitted Time: 11:56:35 AM  
Date: 7/6/2022  
User Name: DESKTOP-E7QQOCR\TECH  
Computer Name: DESKTOP-E7QQOCR  
Printer Name: STAFF COPIER  
Printer Model: TOSHIBA Universal Printer 2  
Color Support: No  
Port Name(s): IP\_192.168.1.42  
Data Format: RAW  
Printer Share Name:  
Print Processor: winprint  
OS Environment: Windows x64

### PRINT DRIVER PROPERTIES

Driver Name: TOSHIBA Universal Printer 2  
Driver Type: Type 3 - User Mode  
Driver Version: 7.222.5412.30

### ADDITIONAL PRINT DRIVER FILES

C:\Windows\system32\spool\DRIVERS\x64\3\eSf6ufw.dll  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6ufwdsdk.dll  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6upclxl.dll  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6ups.dll  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6updf.dll  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6u.dll  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6uui.dll  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6u.ini  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6u.xml  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6u.ver  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6ucap.xml  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6uval.xml  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6udevSettings.xml  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6upjl.xml  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6updfpj.xml  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6upjl\_mps.xml  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6ubase.zip  
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C:\Windows\system32\spool\DRIVERS\x64\3\eSf6udevicesettings.zip  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6udevicesettings.dll  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6ufpr.xml  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6ujcore.dll  
C:\Windows\system32\spool\DRIVERS\x64\3\eSf6WM.exe

...

## MEMORANDUM OF UNDERSTANDING

### Agreement Regarding Therapeutic Learning Center

#### TLC Located at Toddy Thomas Middle School

#### (Fortuna Elementary School District)

Between and among

Arcata School District, Big Lagoon Union School District, Blue Lake Union Elementary School District, Cuddeback Union School District, 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, Hydesville School District, Jacoby Creek School District, Klamath-Trinity Joint Unified School District, Kneeland School District, Loleta Union School District, Maple Creek School District, Mattole Unified School District, McKinleyville Union School District, Northern Humboldt Union High School District, Orick School District, Pacific Union School District, Peninsula Union School District, Rio Dell School District, Scotia Union School District, South Bay Union School District, Southern Humboldt Unified School District, Trinidad Union School District, Humboldt County Office of Education, and Humboldt-Del Norte SELPA

This amended Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is entered into this 8<sup>th</sup> day of July, 2022, by and between the Local Education Agencies (“LEAs”) located in Humboldt County, including, the Humboldt County Office of Education (“HCOE”), and the Humboldt Del-Norte SELPA (“SELPA”). This Agreement terminates on June 30, 2023, and supersedes any existing agreements among these parties with respect to the Parties’ Therapeutic Learning Center Programs. In the event a new Agreement has not been fully executed on July 1, 2023, the terms of this Agreement will govern all existing placements in or new referrals to a TLC program.

#### WITNESSETH:

WHEREAS, with exception of the SELPA itself, the Parties to this Agreement are all local education agencies (“LEAs”) within Humboldt County and members of the SELPA; and

WHEREAS, a Therapeutic Learning Center (“TLC”) is a Special Day Classroom program housed by an LEA in Humboldt County (“District of Service” or “DOS”) and staffed by employees



of HCOE, and/or the SELPA. Each TLC Program provides an educational placement for students with social-emotional/behavioral needs. The goal of each program is to work collaboratively with students, their families, and community agencies to promote self-awareness and self-control, along with the development of productive interpersonal/social skills and necessary coping strategies. Once students acquire the necessary skills, they will return to their neighborhood school or, if age appropriate, will transition out of public education into an appropriate community setting. The program provides a safe, supportive environment where students will have the opportunity to mainstream with their peers and to make progress within a time frame that meets their needs and abilities; and

WHEREAS, it is to the mutual programmatic and financial benefit of the parties to join together as to run one or more TLCs for the provision of TLC classes for eligible students who attend schools of the Participating Districts; and

WHEREAS, the parties desire to set forth the understanding between each other regarding the governance and funding of the TLC programs;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PARTICIPATING DISTRICTS: The Participating Districts to this Agreement are those LEAs, including HCOE, who have signed consent to this Agreement. An LEA cannot receive the benefits of this Agreement and/or make a referral to a TLC program without first becoming a party to this MOU.

II. TERM. The term of this Agreement shall commence on July 1, 2022 and shall terminate June 30, 2023. In the event a new Agreement has not been fully executed on July 1, 2023, the terms of this Agreement will govern all existing placements in or new referrals to a TLC program.

III. DEFINITIONS

A. "District of Service" is a school district that houses a TLC Program for the benefit of the other LEAs in the SELPA.

B. The "IEP Team" is the individualized education program team for a referred student.

C. The "Intake Committee" is a Committee formed by the Parties to this Agreement, consisting of one representative from HCOE, one representative from the SELPA, one representative from the DOS, and one representative from another school district within Humboldt County and the SELPA. The Intake

Committee is responsible for making decisions regarding the availability of a placement when a referral of a student to a TLC Program is made by a school district within the SELPA. The Intake Committee will also identify which, if any, TLC Programs are available for a referred student.

- D. A "Referral" comes from the Sending District to the Intake Committee. A referral from an IEP team consists of (1) a release to exchange information, (2) IEP team consent to refer a student to the TLC program, and (3) the following documents: The referred student's current IEP, including any Behavior Intervention Plan ("BIP"); the student's most recent Triennial report and assessments; any assessments of the student that occurred after the last triennial assessment; and any other documents relevant to the referral.
- E. "Sending District" is a school district in which an individual with exceptional needs who has been referred to a Therapeutic Learning Center is deemed to have established residency for purposes of attending school, commonly known as the "District of Residence" or "District of Special Education Accountability."

#### IV. ESTABLISHING A TLC PROGRAM AT A PARTICIPATING DISTRICT.

- A. Participating Districts are committed to the provision of special education to all students with disabilities in the least restrictive environment as required by State and Federal law. It is the Participants' commitment to assure that when it is not possible for students with disabilities to be educated in their school or district of residence, they receive the services specified in their IEPs in classrooms located as close to their homes as possible. This goal is intended to fulfill this Agreement's purpose that the students and staff be included to the greatest extent possible as a part of the school community.
- B. Participant Districts who have one or more students in a TLC Program will provide classroom space for a TLC whenever it is feasible. Participant Districts that choose to build and/or set up additional classrooms for use as a TLC use without prior approval by the SELPA will do so at their own expense, unless there is prior agreement/negotiation with the Superintendent's Special Education Policy Council.
- C. For the 2022-2023 school year only, the SELPA will pay a \$25,000 fee to offset the costs to those Participant Districts that are housing TLC Programs (DOS).

- D. Participant Districts will confirm appropriate classroom space and availability and related requests to the SELPA and HCOE no later than March 1 for the subsequent year.
  - E. Participant Districts housing TLC Programs shall consult with HCOE Fiscal Services and the SELPA to complete the Program Chargeback Matrix, identifying allowable and actuals for the operation of a TLC.
- V. OPERATIONS.
- A. The District of Service's Responsibilities
    - 1. The District of Service (Fortuna Elementary School District) shall provide any necessary discipline support, parent or other agency contact, class scheduling, and ensure students in the TLC programs can participate in school wide activities and events with non-disabled peers to the extent appropriate.
    - 2. District of Service will ensure a program space consisting of, at a minimum, a classroom, a second room, and designated confidential office space for individual counseling sessions.
    - 3. District of Service will participate in all IEPs and Intake Committee meetings.
  - B. Sending District's Responsibilities:
    - 1. The Sending District shall attend IEP meetings for every student placed in a TLC Program, including any meetings called at the request of the HCOE or the District of Service.
    - 2. The Sending District, after participating in the Intake Committee, shall be solely responsible for making any offers of free appropriate public education ("FAPE"), including any necessary placement changes.
    - 3. The Sending District shall be the sole party permitted to expel one of its students placed in a TLC Program.
  - C. HCOE's Responsibilities:
    - 1. HCOE will hire the following staff for Toddy Thomas Middle School TLC:  
.10 FTE Program Manager and a 1.0 FTE Special Education Teacher. HCOE

- will provide appropriate administrative, business, budget, and personnel services as needed.
2. HCOE Program Manager will be responsible for coordinating all necessary IEPs (initial, annual, triennials, and amendments) for students in the TLC.
  3. HCOE Program Manager will process all TLC referrals to Toddy Thomas Middle School TLC for Participating Districts. Schedule all Intake Committee meetings. Be the main point of contact from Participating Districts on information regarding this TLC.
  4. HCOE will ensure full staffing of the TLC Programs through contracts with the SELPA, Sending Districts, and Districts of Service.
  5. The HCOE Program Manager will be responsible for supervising HCOE employees, staffing the TLC Programs, managing budgets and supplies for the TLC, participating in staff and team meetings, participating in Intake Committee meeting, and attending IEPs as needed.
- D. SELPA's Responsibilities:
1. Provide a supplemental budget for TLC Special Education Teacher of \$500 per year for supplemental supplies and curriculum focused on mental health needs for the students.
  2. Provide and fund 2.0 FTE Certified Behavioral Support Technicians (CBST) for each TLC, and a SELPA Behavioral Health Clinician (FTE determined based on IEP needs of students in the classroom). A SELPA Behaviorist (FTE is determined based on IEP needs and/or classroom needs) will also be assigned to support TLC.
  3. Participating Districts will be charged for behaviorist services according to SELPA Policy. All SELPA staff in the TLC will be overseen by SELPA Admin and will include any necessary training, oversight and evaluation of staff.

#### PROCESSING INDIVIDUAL REQUESTS BY A SENDING DISTRICT FOR ADMISSION INTO A TLC PROGRAM.

- A. Students may be admitted to a TLC Program after (1) either an administrative referral or an IEP team referral; (2) approval by the Intake Committee; and (3) a

final IEP team decision with parent/guardian consent to transfer a student into a specifically identified TLC Program.

B. REFERRAL PROCESS.

1. Administrative Referrals

- a. If the Sending District enrolls a transfer student from outside the SELPA who is eligible for special education and related services and whose IEP placement and services would be most comparably provided in the TLC program, the Sending District shall notify the Intake Committee within one school day of making that determination by contacting the HCOE Program Manager.
- b. HCOE Program Manager will review relevant files and informally meet with the Intake Committee to determine if the TLC Program is a “comparable program” under the Individuals with Disabilities Education Act (“IDEA”), and, if so, if there is available space in one of the TLC Programs. HCOE will offer or decline enrollment in the TLC Program within one (1) week of receiving notice of a transfer student requiring comparable placement.
- c. Administrative referrals may be declined by the Intake Committee due to lack of space or because the Intake Committee disagrees that the TLC program is comparable.

2. IEP Team Referrals

- a. The Sending District will initiate a Referral by holding an IEP meeting and determining that a TLC placement might be an appropriate placement for the student in question. Prior to this IEP meeting, the Sending District should confirm with HCOE Program Manager that there is a space for an additional student in a TLC program within reasonable proximity to the student. If the IEP team agrees to refer to a TLC Program, the Sending District will notify the Intake Committee of the IEP team’s decision. As part of the referral process, the Sending District will obtain consent from the student’s parent(s)/guardian(s) to exchange information with the intake committee.

- b. Upon receipt of a Referral, the Intake Committee will meet within ten (10) school days to determine if the student is appropriate for a TLC Program and, if so, to which TLC program the student should be referred. The Committee's determination shall be communicated to the Sending District, District of Service and HCOE within one business day of the determination. If there is disagreement among the Intake Committee, the SELPA Alternative Dispute Resolution Procedures will be enacted.
  - c. The Intake Committee may decline a referral for a student due to the following:
    - (i) The TLC program cannot serve any additional students/is at capacity.
    - (ii) The requested program cannot meet the referred student's needs.
    - (iii) The requested program is otherwise inappropriate, based on the student's needs.
    - (iv) Any other nondiscriminatory reason.
  - d. The Sending District will hold an IEP meeting to discuss the Referral within 30 calendar days from the date the Referral was made by the IEP team, not including holidays and breaks that are five days or longer. If the referral was accepted by the Intake Committee, District of Service will send a representative, usually the District admin support, to the IEP meeting at which the TLC placement will be discussed.
- VI. LEAs' RESPONSIBILITIES TO STUDENTS UPON ENROLLMENT IN A TLC PROGRAM.
- A. District of Service Responsibilities for FAPE: The District of Service is responsible for implementing a student's IEP outside of the TLC classroom setting, including if a student mainstreams outside of the TLC classroom. The District of Service is responsible for all day-to-day student interactions, such as communications with parents and other agencies regarding emergencies, ensuring that school site staff interact appropriately with students and in accordance with students' IEPs and BIPs, and student discipline to include suspension.

- B. Sending District Responsibilities for FAPE: The Sending District is a necessary member of a student's IEP team and it shall send a representative from that district to every IEP meeting unless otherwise specified herein or the parties have mutually agreed that the Sending District's attendance is not necessary. Upon admission of a student to the TLC Program, the Sending District remains responsible for providing the student with a FAPE, including holding IEP meetings, assessing students' needs, responding to parent requests, and any other action needed to provide FAPE outside of program implementation.
- C. HCOE's Responsibilities for FAPE: If the Intake Committee agrees to accept the student in a TLC Program, HCOE will coordinate to provide all components of the student's program as specified in the IEP, including any related transportation to a TLC Program. HCOE is responsible for implementation of students' IEP(s) so long as they are admitted to the TLC Program.

VII. STUDENT DISCIPLINE AND STUDENT REMOVAL FROM TLC PROGRAM.

- A. Any change of a special education student's placement requires compliance with the Individuals with Disabilities Education Act ("IDEA") and its implementing regulations, including 34 C.F.R. § 300.530 et seq.
- B. The District of Service may implement suspension up to ten (10) school days per year in accord with Education Code and the District of Service's student discipline Board Policy and Administrative Regulation. The District of Service must notify the HCOE Program Manager and the Sending District within twenty-four (24) hours of any suspension of a Sending District student.
- C. The Sending District is responsible for determining if another placement is warranted no later than (1) after a student receives ten (10) school days of suspensions, and/or (2) upon notification from the District of Service or HCOE that a student engaged in conduct that lead the program to consider whether the student should be exited from the TLC Program.
- D. The HCOE Program Manager, after consultation with the District of Service, the Sending District, and the SELPA, may unilaterally determine a student needs to be exited from a TLC Program. HCOE must give at least twenty (20) school days' notice to the Sending District upon a determination that it will exit a student from the TLC program, requiring the Sending District to find an alternative educational placement for the student. This is the sole mechanism for a TLC

Program to unilaterally remove a student from the District of Service's TLC Program.

- E. The District of Service and HCOE understand and acknowledge that parents/guardians of special education students have a right to invoke the "Stay Put" provisions of the IDEA, 20 U.S.C. § 1415(j), which may require the District of Service and HCOE to continue the student's placement in its TLC Program upon a determination by the Office of Administrative Hearings and/or a higher court that the parent/guardian is entitled to remain in the TLC Program during the pendency of a dispute regarding the student's receipt of FAPE and to implement this Agreement.
- F. The District of Service and/or HCOE will notify the Sending District within twenty-four (24) hours of any behavior of a Sending District student that could lead to expulsion under California's Education Code, whether the expulsion is permissive or mandatory. Any behavior that meets the criteria established in Education Code section 48915 must be immediately reported to the Sending District. Neither HCOE nor the District of Service has authority to expel a student from the Sending District, and will work with the Sending District to complete any necessary disciplinary procedures.

VIII. COLLABORATION BY PARTIES WHILE A STUDENT IS ENROLLED IN TLC.

- A. The parties agree to collaborate and cooperate in good faith with one another to ensure all students at the TLC Program receive a FAPE.
- B. Either HCOE or the Sending District may call for an IEP meeting to discuss a student's educational needs. Both LEAs must have a representative in attendance at any IEP meeting, unless there is mutual agreement otherwise. HCOE may not hold an IEP meeting, including a manifestation determination meeting, without the Sending District's presence or express statement by the Sending District that it will not attend the meeting.
- C. The Sending District is responsible for identifying an administrative level representative who will be the case manager and attend meetings for its students who are enrolled at a TLC Program.
- D. HCOE shall be responsible for providing parent/guardian with written notice of an IEP meeting, inviting attendees, ensuring a previously-designated



representative from the Sending District attends unless the parties agree otherwise, and for scheduling a meeting place and time.

- E. In collaboration with the District of Service, HCOE shall provide at least 48 hours' written notice, and 24 hours' oral notice, in the event any of the following circumstances arise for a student placed at the TLC by the Sending District:
1. Three unexcused absences;
  2. SARB action;
  3. A Behavioral Emergency Report is filed;
  4. Suspension;
  5. A CWS report is filed involving student;
  6. Student changes residence;
  7. Student withdraws from school;
  8. Parent/guardian requests someone observe student in school;
  9. Parent/guardian indicates an outside assessor is assessing student;
  10. Police are called in an incident involving student;
  11. A records request for a student from the Sending District is received by District of Service;
  12. A need for a long-term substitute teacher or service provider arises in the TLC program, including when the employee will be absent more than ten (10) school days in a row);
  13. Any disruption to a student's services as set forth in the student's IEP;
  14. Parent/guardian files a request for mediation or due process;
  15. Parent/guardian files a Uniform Complaint on behalf of a student;
  16. The District of Service learns of a student being hospitalized temporarily or on a long-term basis;
  17. Parent/guardian unilaterally places a student in a different educational placement; or

18. A student commits any act enumerated in Education Code section 48915.
- F. HCOE Program Manager is responsible for taking the lead in conducting a manifestation determination, with an administrator or administrative designee in attendance from the Sending District. The LEAs will work together to complete a manifestation determination report. The final decisions at the manifestation determination meeting are the responsibility of the Sending District.
  - G. The Sending District is responsible for making: (1) all offers of free appropriate public education (“FAPE”); (2) all offers of a change in placement, including moving a student to an interim alternative educational setting; (3) holding IEP meetings after a student has been suspended more than ten (10) days in a school year; and (4) effectuating any necessary changes in placement.
  - H. SEIS
    1. Upon execution of this Agreement, Sending District shall provide HCOE with access to SEIS for students placed in the TLC Program pursuant to this agreement. Both LEAs shall have administrator-level access and control of students’ SEIS files at all times.
  - I. RECORDS
    1. HCOE shall act as the custodian of all student records for the Sending District’s students placed in the TLC Program.
    2. HCOE shall provide records to the Sending District upon request within two (2) school days of the request being made.
    3. The Sending District shall be responsible for responding to records requests for students in the TLC Program within the time lines required by law. Any records requests received by the District of Service or HCOE shall be promptly forwarded to the Sending District along with a copy of the student’s files.
  - J. IEP REVIEW
    1. The Sending District will assume responsibility for assessments connected with any subsequent IEP reviews while a student from Sending District is


- enrolled in a TLC Program. The LEAs may agree otherwise on a case-by-case basis.
2. HCOE, in collaboration with District of Service and Sending District will conduct the IEP team meeting and develop both draft and final IEPs using SEIS. The Sending District is responsible for making the final offer of FAPE.
  3. The Sending District may unilaterally offer a change to a placement other than a TLC Program without HCOE or the District of Service's consent.
  4. An IEP team decision to implement a change to a student's IEP requires parent/guardian consent.
- K. The District of Service and HCOE shall allow representatives from the Sending District access to the TLC Program for purposes of monitoring a student.
- L. Neither HCOE nor the District of Service shall subcontract services without pre-approval by the Sending District except for those services provided by each other or the Humboldt-Del Norte SELPA.
- M. HCOE and the District of Service agree that only qualified staff will work with a student in the TLC Program, and that HCOE and SELPA are responsible for the hiring of staff to work within the TLC Program.
- N. Students will attend the TLC Program based upon the District of Service's school calendar. A copy of this calendar will be provided to the Sending District upon admission of any of its students to a TLC Program
- O. The Sending District, District of Service, and HCOE shall designate staff to participate in quarterly meetings to support and discuss individual student progress, concerns, logistics, and any other matters that are relevant to the smooth operations of the TLC Program located at the District of Service.
- IX. INTERDISTRICT ATTENDANCE AGREEMENTS.
- A. Participating Districts may enter into an interdistrict transfer agreement and permit pursuant to Education Code section 46600 with regard to any student.
  - B. The terms of this MOU do not apply to interdistrict transfer students.
- X. DUE PROCESS HEARINGS AND COMPLAINTS.

- A. The Sending District shall be responsible for taking the lead to respond to all due process hearings concerning the student.
  - B. When HCOE or District of Service become aware of any impending complaint or request for due process hearing, the LEA shall immediately notify the Special Education Director or other appropriate personnel at the Sending District.
  - C. The District of Service and HCOE will cooperate fully with the Sending District in the processing of hearings and complaints and in preparing for litigation, including in witness preparation and releasing witnesses to testify.
  - D. If legal representation is required, the Sending District shall be responsible for the cost of the attorney, unless the District of Service or HCOE chooses separate representation, in which case that LEA shall pay for its own representation.
  - E. HCOE and the Sending District shall share liability for the outcome of any hearing, or any orders related to compliance complaints, including prevailing party attorneys' fees, proportional to the responsibility identified in the written outcome. The District of Service shall be liable only for costs arising out of its actions and/or costs attributed to it by an Administrative Law Judge.
  - F. District of Service, in consultation with HCOE, shall be responsible for responding to Compliance Complaints or complaints filed with the Office of Civil Rights, after notifying the Sending District of the existence of the complaint, unless the parties mutually agree it is more appropriate for the Sending District to respond to the complaint.
- XI. DISPUTE RESOLUTION PROCESS. Notwithstanding any dispute processes set forth in the SELPA Local Plan or any other documents, disagreements arising under this MOU shall first be brought to the attention of the other party, in writing, pursuant to the Notice provisions within this MOU. Within 15 calendar days of receipt of the written notice, the Sending District Director of Special Education, or appropriate personnel/designee, and District of Service Director of Special Education, or appropriate personnel/designee, will meet in an attempt to resolve the dispute to the mutual satisfaction of both Parties. If this meeting fails to resolve the dispute, the parties agree to meet with the SELPA so that the SELPA can facilitate a resolution to the dispute. After exhaustion of these steps, the parties may mutually agree to participate in mediation to resolve the dispute(s). Any remaining disputes may be brought to a court of law of competent jurisdiction.

- XII. NOTICES. All notices or demands to be given under this MOU by any LEA to any other LEA shall be in writing and given either by (a) personal service, or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses for notice are attached as Exhibit A.
- XIII. TERMINATION. This MOU is subject to termination at the end of a school year upon notice no later than March 1 for that school year.
- XIV. HOLD HARMLESS.
- A. The Sending District agrees to and does hereby indemnify, hold harmless and defend the other LEAs and their officers, agents, and employees from every claim or demand made and every liability, loss, damage or expenses, of any nature whatsoever, which may be barred by reason of any act, neglect, default, or omission of the other party arising out of, or in any way connected with the services covered by this MOU, except for liability for damages which result from the sole negligence or willful misconduct by a party or its officers, employees or agents.
- B. HCOE agrees to and does hereby indemnify, hold harmless and defend the other LEAs, and their officers, agents, and employees from every claim or demand made and every liability, loss, damage or expenses, of any nature whatsoever, which may be barred by reason of any act, neglect, default, or omission of the other party arising out of, or in any way connected with the services covered by this MOU, except for liability for damages which result from the sole negligence or willful misconduct of a party or its officers, employees or agents.
- C. District of Service agrees to and does hereby indemnify, hold harmless and defend the other LEAs, and their officers, agents, and employees from every claim or demand made and every liability, loss, damage or expenses, of any nature whatsoever, which may be barred by reason of any act, neglect, default, or omission of the other party arising out of, or in any way connected with the services covered by this MOU, except for liability for damages which result from the sole negligence or willful misconduct of a party or its officers, employees or agents.

- XV. COMPLIANCE WITH APPLICABLE LAWS. The parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to each party.
- XVI. ENTIRE AGREEMENT/AMENDMENT. This MOU constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by all parties.
- XVII. SEVERABILITY. If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- XVIII. GOVERNING LAW. The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Humboldt County, California and no other county.
- XIX. AUTHORITY. Each individual executing this MOU, or its counterpart, on behalf of the respective party thereto, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the party which he/she represents.

IN WITNESS WHEREOF, the forgoing Memorandum of Understanding is hereby executed as of the date first written above.

  
\_\_\_\_\_  
Michael Davies-Hughes (Jul 8, 2022 11:21 PDT)  
Michael Davies-Hughes, Superintendent  
Humboldt County Office of Education

Jul 8, 2022  
Date

  
\_\_\_\_\_  
Heather Quigley (Jul 9, 2022 09:53 EDT)  
Heather Quigley, Executive Director  
Humboldt – Del Norte SELPA

Jul 9, 2022  
Date

  
\_\_\_\_\_  
Jeff Northern (Jul 11, 2022 11:10 PDT)  
Jeff Northern, Superintendent  
Fortuna Elementary School District

Jul 11, 2022  
Date

Beth Anderson

Beth Anderson (Jul 11, 2022 11:24 PDT)

Beth Anderson, Superintendent  
Ferndale Unified School District

Jul 11, 2022

Date

Linda Row

Linda Row (Jul 11, 2022 11:27 PDT)

Linda Rowe, Superintendent  
Loleta Union School District

Jul 11, 2022

Date

Stephanie

Stephanie Steffano-Davis (Jul 11, 2022 11:32 PDT)

Stephanie Steffano-Davis, Superintendent  
Southern Humboldt Unified School District

Jul 11, 2022

Date












# TLC MOU Fortuna ESD 2022-23 Revised

Final Audit Report












2022-07-11

Created:	2022-07-08
By:	Kayla Hansen (KHansen@HCOE.org)
Status:	Signed
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-  Document emailed to supt@sohumusd.com for signature  
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-  Document e-signed by Stephanie Steffano-Davis (supt@sohumusd.com)  
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-  Agreement completed.  
2022-07-11 - 6:32:31 PM GMT

Loleta Union School District  
700 Loleta Drive  
Loleta, CA 95551

Quarterly Report on Williams Uniform Complaint  
(Education Code s35186)

Quarterly Reporting Period (please check one)

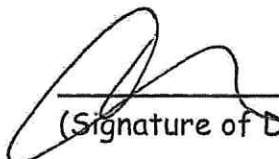
- First Quarter 2022                      January 1 - March 31, 2022  
 Second Quarter 2022                      April 1 - June 30, 2022  
 Third Quarter 2022                      July 1 - September 30, 2022  
 Fourth Quarter 2022                      October 1, - December 31, 2022

Please check mark which applies:

- No complaints were filed on 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 # complaints	# Resolved	#Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
Totals	0		

Linda Row  
(District Superintendent)

  
(Signature of District Superintendent)

Please return hard copy to  
Chandler Wilson HCOE

1st Qtr due 04/15/2022  
2nd Qtr due 07/15/2022  
3rd Qtr due 10/15/2022  
4th Qtr due 01/15/2023



## LOLETA COMMUNITY RESOURCE CENTER May & June 2022 Report

<b>Our stats in collaboration:</b>	<b>Distribution/Event</b>	<b>Amount:</b>
First 5 Playgroup & Loleta CRC	Provided services and referrals	26 families enrolled, 108 encounters
Loleta LCRC and community donations	Diapers, hygiene products, PPE, and children's clothing closet, socks	352 items distributed
Food for People, LCRC, Loleta Community Church	Loleta monthly food pantry distribution and LCRC on campus pantry	536 individuals served
Food for People, LCRC, LES:	Food backpack program	115 lunches distributed
Loleta LCRC, Centro del Pueblo, LUES	Visits to the school garden	171 visits
LCRC	Assistance or referrals to health insurance programs and/or patient financial assistance	40 individuals
LCRC	CalFresh assistance and other food referrals	386 individuals
LCRC	School snacks	176
LCRC	Housing/Utilities assistance or referrals	33 individuals
LCRC	Medical, dental, and Mental Health assistance, education, or referrals	18 individuals
LCRC	Gas Vouchers and bus passes	36
LCRC	Referrals to medical transportation services	0
LCRC	Spanish Speaking parent committee: met on 5/10/22 & 6/14/22	20 attendees

### **Our backpacks and School supplies shipment is in!**

We will be distributing backpacks to Loleta children soon.



### **Families First Prevention Services Act**

Our FFPSA focus groups have been completed, and we will soon be moving into a comprehensive prevention plan. We will be drafting a plan based on feedback received by the Loleta community in how to improve and/or implement more prevention services locally.



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## ELAC Summer Fieldtrips

Two fieldtrips completed

1. CalPoly Humboldt & Redwood Park
2. Sequoia Park Zoo

Two fieldtrips to go:

3. Botanical Garden at CR
4. Grizzly Creek



## Shoes Donations Welcome

We are still taking donations of shoes, sandals, and flip flops of all sizes for children in our school.



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## Summer Lunch Program

Weekly summer lunch bags & produce distributed every Thursday 11-2pm to children under age 18



## Summer Sports & Camps

Scholarships available for children who sign up for summer sports or camps.



June 14, 2022

**MEMORANDUM**

TO: All Districts  
FROM: Michael Davies-Hughes, Superintendent  
SUBJECT: **UPDATED: NEW IRS STANDARD MILEAGE RATES FOR 2022**

Effective July 1, 2022, the HCOE mileage reimbursement rate will increase. HCOE Superintendent's Policies 4133.1, 4233.1 and 4333.1 state, in part, that reimbursement for use of a personal vehicle shall be at a per mile rate to conform to the Internal Revenue Service allowable rate.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. On December 17, 2021, the IRS issued the standard mileage reimbursement rates for 2022. However, on June 9, 2022, the IRS issued a midyear adjustment to the rates for standard mileage reimbursement. The updated rate for business miles driven in a personal car will increase to 62.5¢ per mile beginning July 1, 2022.

Please notify all appropriate personnel of this important change. If you have questions, please contact Corey Weber. Thank you.



MDH:cm

**LOLETA UNION ELEMENTARY SCHOOL DISTRICT  
RESOLUTION NO. 23-001**

**REQUESTING A TEMPORARY TRANSFER FROM THE HUMBOLDT  
COUNTY OFFICE OF EDUCATION**

**WHEREAS**, the Loleta Union Elementary School District (District) is projecting that its cash balances in the General and Special Reserve Funds will not be adequate to cover its financial obligations during the months of September, October and November 2022; and

**WHEREAS**, the District has adopted and implemented a Fiscal Recovery Plan to address its cash shortfalls; and

**WHEREAS**, the District is projected to maintain a positive cash balance starting in December 2022; and

**WHEREAS**, the District requires a cash loan to continue operations during the months of September, October and November 2022 to meet its financial obligations; and

**WHEREAS**, the Humboldt County Office of Education (HCOE) is able to provide a short-term temporary transfers to school districts in Humboldt County per County Board of Education resolution and Education Code section 42621;

**NOW, THEREFORE, BE IT RESOLVED**, the Superintendent, or designee, is hereby authorized and directed to enter into an agreement with HCOE for a short-term temporary transfer not to exceed \$300,000 so that it may have adequate cash balances to meet its financial obligations for the months of September, October and November 2022; and

**BE IT FURTHER RESOLVED**, the Superintendent, or designee, is authorized and directed to

initiate a payment on or before January 31, 2023 to the HCOE of the amount transferred plus any interest lost by the HCOE.

The Governing Board of the Loleta Union Elementary School District, in accordance with the provisions of Education Code section 42621, hereby adopts the resolution to request a temporary transfer from the Humboldt County Office of Education:

PASSED AND ADOPTED by the Governing Board on \_\_\_\_\_ 20 \_\_, by the following

vote: AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

I, \_\_\_\_\_, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Clerk/Secretary of the Governing Board