



**BOARD OF TRUSTEES**  
**Regular Meeting**  
**October 12, 2023 5:30 pm**  
**AGENDA**

*The Loleta Union Elementary School District Board of Education meetings are open to the public, except for certain subjects that are addressed in closed session in accordance with the Ralph M. Brown Act. Members of the public may attend at Loleta Elementary School in order to observe and provide public comment during the meeting.*

*The board meeting room will remain open during the meeting for those members of the public who wish to attend the meeting and/or make a public comment. However, the Board may limit the number of individuals in the board meeting room at any one time pursuant to guidance from public health officials. If anyone wishes to attend and requires special accommodations due to a handicapping condition, as outlined in the Americans with Disabilities Act, please contact the Superintendent at least two working days prior to the meeting.*

**1. OPENING OF MEETING**

*Any writing, not exempt from public disclosure under Government Code Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, which is distributed to all or a majority of the members of the governing body by any person in connection with a matter subject to discussion or consideration at an open meeting of the board is available for public inspection at the district office, 700 Loleta Drive, Loleta, CA 95551*

- 1.1 Call to Order/Pledge of Allegiance
- 1.2 Land Acknowledgement
- 1.3 Roll Call
- 1.4 Approval of the Agenda, including the Consent Agenda

## **2. CONSENT AGENDA**

*All items listed under the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board request specific items be discussed.*

2.1 Approve Board Minutes (9.14.2023)	Action Item
2.2 Warrant Report	Action Item
2.3 Personnel Action Report	Action Item
2.4 Williams Q3 Report	Action Item
2.5 MOU with County of Humboldt	Action Item
2.6 Aeries Communication/Parent Square	Action Item
2.7 MOU with Playhouse Arts	Action Item

## **3. PUBLIC COMMENT**

*This is an opportunity for members of the public to address the Board on matters **not** on the agenda and within the subject matter jurisdiction of the Board. Per the Brown Act the Board does not act upon, respond to, or comment on the merits of any item presented. In the case of numerous requests to address the same subject, the Board may select representatives to speak on each item. Proper decorum is required at all times. Speakers will be required to step down for improper language or if improper topics or closed session items are discussed. In accordance with Board policy, speakers are to keep comments concise and limited to three (3) minutes per speaker and a total of twenty (20) minutes per issue.*

## **4. INFORMATION OR ACTION ITEMS**

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## **4. REPORTS**

4.1 Superintendent's Report

Information Item

## **5. ADMINISTRATION, POLICY, and GOVERNANCE**

### **6. BUSINESS and LOCAL CONTROL**

6.1 Budget and LCAP Approval from HCOE

Information Item

### **7. INSTRUCTION and STUDENT SERVICES**

7.1 After School Early Release Policy Revision

Action Item

### **8. FACILITIES, CAFETERIA, and TRANSPORTATION**

No Items

### **9. COMMUNITY and CORRESPONDENCE**

No items

### **10. CLOSED SESSION**

10.1 Interdistrict Transfer Requests

10.2 Evaluation of Superintendent (Government Code Section 54957)

10.3 Liability Claims (Government Code Section 54956.95) and/or Conference with Legal Counsel - Anticipated Litigation (Government Code Section 54956.9)

10.4 Conference with Labor Negotiator (Government Code Section 54957.6)

Agency Designated Representative: Linda Row, Superintendent

Employee Organization: CTA/NEA

### **11. RECONVENE TO OPEN SESSION**

Report out any action taken in closed session

### **12. FUTURE AGENDA ITEMS/TOPICS**

The next regularly scheduled meeting will be held on November 9, 2023 at 5:30 pm in Room 3.

### **13. ADJOURNMENT**



**Agenda Item:** 2.1

**Meeting Date:** 10.12.2023

**Subject:** Approve Board Minutes from the 9.14.2023 meeting

**Background:** Approval of these draft Minutes make them the formal Minutes from the September 14, 2023 meeting.

**Previous Board Action:** The Board approves the minutes of the previous meeting at most Board meetings.

**Fiscal Implications:** None

**Recommendation:** Approve the Board meeting minutes from September 14, 2023.



**BOARD OF TRUSTEES  
Regular Meeting  
September 14, 2023 5:30 pm  
MEETING MINUTES**

*The Loleta Union Elementary School District Board of Education meetings are open to the public, except for certain subjects that are addressed in closed session in accordance with the Ralph M. Brown Act. Members of the public may attend at Loleta Elementary School in order to observe and provide public comment during the meeting.*

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**1. OPENING OF MEETING**

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- 1.1 Call to Order/Pledge of Allegiance
- 1.2 Land Acknowledgement
- 1.3 Roll Call
- 1.4 Approval of the Agenda, including the Consent Agenda

*The meeting opened at 5:32 pm. Board President Charmin Bailey, and Trustees [Nate Sitterud](#) and Joe Rivera were present. Trustee [Glen Shewry](#) was absent and there is one vacant seat. Trustee Rivera asked to add an information item to the Report section of the agenda and the other Trustees agreed. Superintendent Row also noted that item 5.1 should have been an action item. Trustee Rivera moved to approve the agenda as amended, including the consent agenda. Trustee Sitterud seconded the motion and the motion passed 3-0.*

## **2. CONSENT AGENDA**

*All items listed under the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board request specific items be discussed.*

2.1 Approve Board Minutes (8.10.2023)	Action Item
2.2 Warrant Report	Action Item
2.3 Personnel Action Report	Action Item
2.4 Final LCAP Revisions	Action Item

## **3. PUBLIC COMMENT**

*This is an opportunity for members of the public to address the Board on matters **not** on the agenda and within the subject matter jurisdiction of the Board. Per the Brown Act the Board does not act upon, respond to, or comment on the merits of any item presented. In the case of numerous requests to address the same subject, the Board may select representatives to speak on each item. Proper decorum is required at all times. Speakers will be required to step down for improper language or if improper topics or closed session items are discussed. In accordance with Board policy, speakers are to keep comments concise and limited to three (3) minutes per speaker and a total of twenty (20) minutes per issue.*

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*and will be limited to the Governance Team. The Board President may move any agenda time to a different place on the agenda in order to accommodate the public or improve the flow of the meeting.*

#### **4. REPORTS**

4.1 Superintendent's Report Information Item

*As noted above, Trustee Rivera added 4.2 Board Report and discussed how the Bear River Recreation Center could support the school's athletic program.*

#### **5. ADMINISTRATION, POLICY, and GOVERNANCE**

5.1 Second Read/Adoption of BP/AR 6173 & two Exhibits Action Item

5.2 Approval of the Tentative Agreement between Loleta CSEA and the Loleta Union Elementary School District Action Item

*As noted above, 5.1 was changed to an Action Item prior to the adoption of the agenda. Trustee Sitterud moved to approve the adoption of the board policy and Trustee Rivera seconded the motion. The motion passed 3-0. The Superintendent presented the tentative agreement with Loleta CSEA and explained the fiscal implications of the agreement. Trustee Rivera moved to approve the tentative agreement and Trustee Sitterud seconded the motion. The motion passed 3-0.*

#### **6. BUSINESS and LOCAL CONTROL**

6.1 Approve New Behavioral Therapist Position Action Item

6.2 MFT Trainee Supervision Agreement Action Item

6.3 Adopt Unaudited Actual Reports Action Item

6.4 Resolution to Adopt Gann Limit for 2023-2024 Action Item

*Trustee Joe Rivera moved to approve the new behavioral therapist position and Trustee [Nate Sitterud](#) seconded the motion. The motion passed unanimously.*

*Trustee Rivera moved to approval the trainee supervision agreement and Trustee Sitterud seconded the motion. The motion passed unanimously.*

*Trustee Sittereud moved to approve the 2022-2023 unaudited actuals report.*

*Trustee Rivera seconded the motion and the motion passed unanimously.*

*Trustee Rivera moved to approve the resolution to adopt the Gann Limit for 2023-2024. Trustee Sitterud seconded the motion and the motion passed unanimously. Board President [Charmin Bailey](#) and Superintendent Row signed the Resolution.*

## **7. INSTRUCTION and STUDENT SERVICES**

- |  |             |
|--|-------------|
| 7.1 Adoption of English Language Development Curriculum      | Action Item |
| 7.2 Public Hearing on Sufficiency of Instructional Materials | Action Item |
| Open Public Hearing  |             |
| Close Public Hearing   |             |
| Adopt Resolution on Sufficiency of Instructional Materials   |             |
| 7.3 Staff Request for Approval of Professional Development   | Action Item |

*Trustee Rivea moved to approve the adoption of the English Language Development Curriculum and Trustee Sitterud seconded the motion. The motion passed unanimously.*

*Board President Charmin Bailey opened the public hearing on the sufficiency of instructional materials at 6:39 pm. There was no public comment and Ms. Bailey closed the hearing at 6:42. Trustee Sitterud moved to approve the resolution confirming the sufficiency of instructional materials and Trustee Rivera seconded the motion. Board President [Charmin Bailey](#) and Superintendent Row signed the Resolution.*

*Trustee Rivera moved to approve the staff request for professional development and Trustee Sitterud seconded the motion. The motion passed unanimously.*

## **8. FACILITIES, CAFETERIA, and TRANSPORTATION**

No Items

## **9. COMMUNITY and CORRESPONDENCE**

No items

## **10. CLOSED SESSION**

- 10.1 Interdistrict Transfer Requests
- 10.2 Evaluation of Superintendent (Government Code Section 54957)
- 10.3 Liability Claims (Government Code Section 54956.95) and/or Conference with Legal Counsel - Anticipated Litigation (Government Code Section 54956.9)
- 10.4 Conference with Labor Negotiator (Government Code Section 54957.6)



Agency Designated Representative: Linda Row, Superintendent  
Employee Organization: CTA/NEA

The Board adjourned to closed session at 6:48.

#### **11. RECONVENE TO OPEN SESSION**

Report out any action taken in closed session

*The Board returned to open session at 7:08. Board President Bailey noted that the Board took action to table the Superintendent's evaluation until the October meeting*

#### **12. FUTURE AGENDA ITEMS/TOPICS**

The next regularly scheduled meeting will be held on October 12, 2023 at 5:30 pm in Room 3.

#### **13. ADJOURNMENT**

*The meeting adjourned at 7:09 pm*



**Agenda Item: 2.2**

**Meeting Date:** 10.12.2023

**Subject:** September Warrant Report

**Background:** The Warrant Report shows a list of payments made in the previous month. Any expenditures that are out of the ordinary are explained in the table below.

**Previous Board Action:** The Board reviews and approves the Warrant Report from the previous month at most Board meetings.

**Fiscal Implications:** Expenditures listed were paid out in the month shown on the report.

**Recommendation:** Approve the Warrant Report as part of the Consent Agenda.

<b>Item Number</b>	<b>Vendor</b>	<b>Description</b>
2	Education4Equity	CA Science test prep workbooks
9	CA School Board Assoc	Membership fees
12	Lowe's	Shelving units for ASES shed
14	Presence Learning	Speech therapy services

Checks Dated 09/01/2023 through 09/30/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1 3000215217	09/11/2023	ACE HARDWARE-FORTUNA	01-4381	Maintenance Materials & Supplies	1,620.65	1,620.65
2 3000215218	09/11/2023	Education4Equity, LLC	01-4110	CAST Practice Test Student Workbooks	1,734.48	1,734.48
3 3000215219	09/11/2023	EVANGELINA HERRERA MARTINEZ	01-5210	Mileage Reimb	581.25	581.25
4 3000215220	09/11/2023	FERNDALE TECH	01-5800	Computer & Tech Monthly Bill	1,035.00	1,035.00
5 3000215221	09/11/2023	LOLETA COMMUNITY SERVICES DIST	01-5530	Water Bill	317.96	317.96
6 3000216427	09/21/2023	American Red Cross	01-4310	First Aid Kits	155.94	155.94
7 3000216428	09/21/2023	BREATHE FOR CHANGE INC	01-4310	200-hour Mindfulness, SEL, and Yoga Teacher Training	995.00	995.00
8 3000216429	09/21/2023	Christy White, Inc.	01-5822	Audit	7,875.00	7,875.00
9 3000216430	09/21/2023	CSBA	01-5300	CSBA & ELA Membership	2,219.00	2,219.00
10 3000216431	09/21/2023	eFoodhandlers, Inc	13-5300	GAMUT Policy	1,180.00	3,399.00
11 3000216432	09/21/2023	FRIENDS OF THE VAN DUZEN RIVER	01-4310	Food Managers Training	124.00	124.00
12 3000216433	09/21/2023	Lowes	01-4310	Nurturing Nature Materials	25.01	25.01
13 3000216434	09/21/2023	PRESENCE LEARNING INC.	01-5800	ELOP Supplies	1,156.71	1,156.71
14 3000216435	09/21/2023	Sal Steinberg, Director FOVDR	01-5800	August Services	4,136.32	4,136.32
				Nurturing Nature	1,000.00	1,000.00
				<b>Total Number of Checks</b>	<b>14</b>	<b>24,156.32</b>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	13	24,032.32
13	CAFETERIA FUND	1	124.00
	<b>Total Number of Checks</b>	<b>14</b>	<b>24,156.32</b>
	Less Unpaid Sales Tax Liability		.00
	<b>Net (Check Amount)</b>		<b>24,156.32</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.



**Meeting Date:** 10.12.2023

**Agenda Item:** 2.3

**Subject:** Personnel Action Report

**Background:** The Personnel Action Report shows a list of actions related to staffing that were taken in the previous month. Monitoring staffing activities for the purpose of position control and budgetary oversight was a recommendation of FCMAT in their analysis of the district's fiscal practices.

**Previous Board Action:** The Board reviews and approves the Personnel Action Report from the previous month as needed.

**Fiscal Implications:** Staffing costs represent the single biggest expenditure of the district. Terms of employment, salary, and health and welfare benefits vary from employee to employee.

**Recommendation:** Approve the Personnel Action Report as part of the Consent Agenda.

<b>Employee</b>	<b>Position</b>	<b>Action</b>
Charlotte Holgersen	Behavior Therapist	New Hire



**Agenda Item:** 2.5

**Meeting Date:** October 12, 2023

**Subject:** Williams Third Quarter Report

**Background:**

Districts are required to report on a quarterly basis whether or not they have received any complaints about textbooks and instructional materials, teacher vacancies or mis-assignments, or facility conditions.

**Previous Board Action:** The Board reviews the status of the Williams complaints quarterly.

**Fiscal Implications:** N/A

**Recommendation:** Approve the Williams Report as part of the consent agenda.

**2023 Williams 3rd Quarter Report from 7/01/23 to 9/30/23. Report Due by 10/31/2023**

1 message

Google Forms &lt;forms-receipts-noreply@google.com&gt;

Mon, Oct 2, 2023 at 11:21 AM

To: lrow@loleta.org

Thanks for filling out [2023 Williams 3rd Quarter Report from 7/01/23 to 9/30/23. Report Due by 10/31/2023](#)

Here's what was received.

**2023 Williams 3rd Quarter Report from 7/01/23 to 9/30/23. Report Due by 10/31/2023**

Email \*

[lrow@loleta.org](mailto:lrow@loleta.org)

District Superintendent's Name: \*

Linda Row

School District: \*

Loleta SD

Please Check the Box that Applies to Your School's Status during the Reporting Period: \*

- 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.

[Create your own Google Form](#)

[Report Abuse](#)



**Meeting Date:** 9.14.2023

**Agenda Item:** 2.5

**Subject:** MOU with Humboldt County for Oral Health Screening

**Background:**

Humboldt County's Local Oral Health Program is part of the Smile Humboldt community initiative. The program assists schools in collecting and reporting oral health assessment data that is requested and/or required by the State. In the past, the program has provided school-based dental screenings at Loleta School utilizing RDHAPs (Registered Dental Hygienist in Alternative Practice). The program's current funder has requested that they get MOUs established with the school districts to whom they plan to provide on-site screenings in the future.

Attached is an MOU that has been approved by the Humboldt County Board of Directors to assist the program in providing screenings on elementary school campuses. A signed MOU will allow Loleta to make plans to coordinate dental screenings in the upcoming school years.

**Previous Board Action:** N/A

**Fiscal Implications:** N/A

**Recommendation:** Approve the MOU between the County of Humboldt and Loleta Union Elementary School District



**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
LOLETA UNION ELEMNTARY SCHOOL DISTRICT  
FOR FISCAL YEARS 2023-2024 THROUGH 2026-2027**

This Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Loleta Union Elementary School Distirct, a state of California government entity, hereinafter referred to as “SCHOOL DISTRICT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Public Health Local Oral Health Program (“DHHS – Public Health”) desires to work collaboratively with local schools to support good oral health and education through dental screenings;

WHEREAS, COUNTY and SCHOOL DISTRICT desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the support of good oral health and education through dental screenings; the collection, and appropriate support of children identified with dental disease;

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF SCHOOL DISTRICT:

- A. Inform all Elementary schools in the school district of this agreement and its implications.
- B. Follow steps outlined in Exhibit B – Dental Screening Process (“Exhibit B”) to ensure dental screenings are conducted and the appropriate data is collected, aggregated, and shared between appropriate staff as determined by PH and individual schools including but not limited to the school nurse, principal, teacher, and secretarial staff.
- C. Follow steps outlined in Exhibit C – Urgent Care Identified Process (“Exhibit C”) to ensure children identified as needing urgent care receive the necessary care as soon as possible.
- D. Ensure that participating schools provide adequate facilities and equipment, including but not limited to; adequate space for patient and operator chairs, tables for dental supplies, educational materials, and incentives; adequate ventilation per school requirements of Covid-19 per Center for Disease Control (CDC) and/or California Department of Public Health (CDPH), and access to hand-washing sink with soap and paper towels.

2. RIGHTS AND RESPONSIBILITIES OF COUNTY:

- A. Obtain and verify that all licensed dental providers are current with their professional licenses and professional and general liability insurance. These records will be maintained for three years after the event(s).
- B. Ensure that all dental providers have been notified in writing that compliance with California Education Code Section 51520(b) is mandatory as follows:
  - “A licensed dentist who provides voluntary dental health screening programs for pupils on school premises, shall not solicit a pupil, or the pupil's parent or guardian, or encourage, or advise treatment or consultation for the pupil by the licensed dentist, or any entity in which the licensed dentist has a financial interest, for any condition discovered in the course of the dental health screening. It is the intent of the Legislature that no licensed dentist use

voluntary dental health screening programs for the generation of referrals or for financial benefit. The Legislature does not intend to deny or limit freedom of choice in the selection of an appropriate dental provider for treatment or consultation.”

- C. Assist Humboldt County Office of Education (“HCOE”) in the secure gathering, recording, and communication of dental screening data as outlined in Exhibit B.
- D. Assist in the contact of parents/guardians of children with urgent care needed and early treatment recommended to help in care coordination as outlined in Exhibit C.
- E. Provide oral health educational sessions and materials for students during the school year when appropriate times/spaces are specified by both parties.
- F. With parent/guardian written consent obtained by PH-OH and the schools, see Exhibit D – Passive Consent Form “Exhibit D”, PH staff or designated individual will apply fluoride varnish to the child. PH is responsible for ensuring fluoride varnish consent forms on file for each child.

3. MUTUAL RIGHTS AND RESPONSIBILITIES:

- A. Ensure both parties abide by current Centers for Disease Control and Prevention (“CDC”) guidelines taking all necessary precautions and using Personal Protective Equipment (“PPE”) to reduce the risk of transmitting diseases.
- B. Ensure that children identified as needing urgent dental care are navigated to care as appropriate.
- C. Act in accordance with Senate Bill 372 Section 49452.8 including the proper notification of the screening to the parents and/or guardians and conducting of screenings based off of passive consent (see Passive Consent Form – Exhibit D) as follows:

“(3) (A) A section stating that, if a school or school district hosts a free oral health assessment event at which licensed dentists or other licensed or registered dental health professionals perform school site assessments of pupils enrolled in the school, a pupil shall be given an oral health assessment unless the parent or legal guardian of the pupil has opted out of the school site assessment pursuant to subparagraph (B).”

4. TERM:

This MOU shall begin upon execution by both parties and shall remain in full force and effect until June 30<sup>th</sup>, 2027 unless sooner terminated as provided herein.

5. TERMINATION:

- A. Breach of Contract. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any laws, regulations or standards applicable to its performance hereunder.
- B. Without Cause. Either party may terminate this MOU without cause upon sixty (60) days advance written notice which states the effective date of the termination.

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Public Health, Oral Health Program

Attention: Sarah Vogel, Oral Health Program Services Coordinator  
908 7<sup>th</sup> Street  
Eureka, California 95501

SCHOOL

DISTRICT: Loleta Union Elementary School District  
Attention: Linda Row, School District Superintendent  
700 Loleta Drive  
Loleta, CA 95551  
or by email: [lrow@loleta.org](mailto:lrow@loleta.org)

7. REPORTING REQUIREMENTS:

Each party hereto agrees to prepare and submit any and all reports that may be required by local, state and/or federal agencies for compliance with this MOU. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards, and submitted in accordance with any and all applicable timeframes.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. Each party hereby agrees to make all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. All examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with its performance hereunder, including, without limitation, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

9. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures

– Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

10. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state or federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

11. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, SCHOOL DISTRICT certifies that it is not a Nuclear Weapons Contractor, in that SCHOOL DISTRICT is not knowingly or intentionally engaged in the research, development,

production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. SCHOOL DISTRICT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if SCHOOL DISTRICT subsequently becomes a Nuclear Weapons Contractor.

12. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

13. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

SCHOOL  
DISTRICT: Loleta Union Elementary School District  
Attention: Linda Row, School District Superintendent  
700 Loleta Drive  
Loleta, CA 95551  
or by email: [lrow@loleta.org](mailto:lrow@loleta.org)

14. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to,

and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

15. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereto agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, any and all local, state and federal licensure, certification and accreditation requirements, applicable to its performance hereunder.
- B. Accessibility Requirements. Each party hereto agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- C. Conflict of Interest Requirements. Each party hereto agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

16. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

17. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

18. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

19. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void,

and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. NO WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

23. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

24. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

25. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

26. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Sarah Vogel – Local Oral Health Program (LOHP) Coordinator in accordance with the notice requirements set forth herein.

28. SUBCONTRACTS:

Each party shall obtain prior written approval from the other party, which shall not be unreasonably withheld, before subcontracting any of its duties or obligations hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the confidentiality, licensing and certification requirements set forth herein. Each party shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all duties performed by third parties under subcontracts, whether approved by the other party or not.

29. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 8 – Record Retention and Inspection, Section 9 – Confidential Information and Section 12 – Indemnification shall survive the expiration or termination of this MOU.

30. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

31. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

34. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

35. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be



one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

36. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.

**SCHOOL DISTRICT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date \_\_\_\_\_

Sofia Pereira, Public Health Director  
(Pursuant to the authority granted by the  
Humboldt County Board of Supervisors on  
May 2, 2023 [Item D-6])

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_  
Management

Date \_\_\_\_\_

Risk

**LIST OF EXHIBITS:**

Exhibit A – Oral Health Assessment Screening Process

Exhibit B – Urgent Care Identified Process

Exhibit C – Kindergarten Oral Health Assessment Form (KOHA) and School Reporting Form

Exhibit D – Passive Consent Form

## EXHIBIT A

### Oral Health Assessment Screening Process

1. School assigns point-person for Dental Screening facilitation.
  - a. If Dental Screening requires completion of a Kindergarten Oral Health Assessment form (“KOHA”), see next section ‘KOHA Process’.
2. DHHS – Public Health’s Local Oral Health Program (PH-OH) schedules school Dental Screenings.
  - a. Dental Screenings are done with passive consent forms pursuant to SB 379 (Exhibit D). All children will be screened unless parents and/or guardians opt their child out. The passive consent form with option to opt out is sent home via classroom teacher. In addition, parents are notified a minimum of two (2) other ways by both PH-OH staff and schools such as electronic text, automated voicemail (“BOLO” Be on the Lookout), email, school newsletter, banners at front of school, and/or school signage.
  - b. Included in the opt out form is the notification that all children identified with “Early dental care recommended” or “Urgent care needed” will be contacted by PH-OH care coordinators.
  - c. Parents and/or guardians can give authorization for the application of fluoride varnish to their child. This consent is part of the opt out packet provided to parents and/or guardians.
  - d. Schools provide directory level information to PH-OH for classes being screened that includes the following: Section 1’s demographic information and parent/guardian phone number.
  - e. PH-OH staff will fill out Section 1 of Dental Screening form prior to the screening.
3. Dental Screenings are performed by the dental professional. Dentist or assistant fills out Section 2. Dental professional signs and includes license number.
  - a. If child is identified as needing Urgent Care by the dental professional, the appropriate steps are then taken as outlined in Exhibit C.
4. PH-OH scans a copy of Dental Screening form for PH-OH records, and PH-OH sends original copy home to parent/guardian of the respective student screened.
5. PH-OH aggregates dental data. PH-OH provides aggregated the data for all students and shares with school.
6. PH-OH Care Coordinators follow up with parents and/or guardians of children identified as needing Urgent Care and/or early dental treatment recommended.

### KOHA (Kindergarten Oral Health Assessment) Process

1. School assigns point-person for KOHA related activities.
2. Schools send out KOHA form and letter at beginning of school year in registration packet to parents and/or guardians.
  - a. Parent/guardian has until the end of child’s first year of school to turn in KOHA form to the school.
3. PH-OH program schedules school screenings.
  - a. Schools provide directory level information to PH-OH for Transitional Kindergartners and/or Kindergartners that includes the demographic information included in Section 1 of the KOHA, as well as the parent and/or guardian phone number.
  - b. Screenings are done with passive consent forms. All children will be screened unless parents/guardians opt out. The opt out form is sent to every parent/guardian of student and hand delivered by classroom teacher or child. In addition, parents are notified a minimum of two (2) other ways such as electronic text, automated voicemail “Be on the Look Out” (BOLO), email, school newsletter, banners at front of school, and/or school signage.
  - c. Within the opt out form is the notification that all children identified with Early dental care recommended and Urgent care needed will be contacted by PH-OH care coordinators.
  - d. Parent/guardian can give authorization for the application of fluoride varnish to their child. This consent is part of the opt out packet provided to parent/guardian.
4. Dental screenings performed and dental professional. Dentist or assistant fills out Section 2. Dental professional signs and includes license number.
5. PH-OH scans a copy of KOHA form for PH-OH records, and PH-OH sends copy home to parent.
6. School aggregates data from ALL KOHA forms collected and sends to HCOE.
  - a. The PH-OH will provide guidance and assistance as needed.
7. HCOE uploads data to the System for California Oral Health Reporting (SCOHR) system.

**EXHIBIT B**  
**Urgent Care Identified Process**

1. Child identified as needing Urgent Care by dental professional during screening (within 24-48 hours child should get treatment)
2. Schools will follow their normal protocol for medical emergencies. In general, PH-OH recommends the following:
  - a. The student is escorted back to class. Student is advised of their need for urgent care at the discretion of PH and school staff.
  - b. PH-OH informs school secretary or other designated personnel of the Dental Screening results and that the child needs urgent dental care within 24-48 hours.
  - c. School personnel calls parent/guardian and follows the below protocol:
    - i. Informs parent/guardian of dental screening results and the need to seek care within 24-48 hrs.
    - ii. Child needs to be picked up from school by a parent and/or guardian as soon as possible.
    - iii. School personnel asks parent if child has current dentist, who the dentist is, as well as what insurance the child has.
    - iv. Informs the parent/guardian that when they arrive, they can get help making a dental appt with Smile Humboldt Family (SHF) – when feasible a PH-OH Care Coordinator will be available in person to assist parent/guardian.
    - v. Parent/guardian is given dental info sheet informing them of child’s dental need and appropriate resources/steps to take.
    - vi. PH-OH will work with parent/guardian and/or school personnel to ensure an appointment for child is made and child receives treatment.
    - vii. PH-OH and school informs necessary staff (i.e. teacher, nurse) of dental screening results and child’s recommended follow up.
    - viii. Dental screening data will be shared between the school and PH-OH when deemed necessary.

## EXHIBIT C

California Department of Public Health  
July 2022– Page 1 of 2

### Oral Health Assessment Form

California law (*Education Code* Section 49452.8) says every child must have a dental check-up (assessment) by May 31<sup>st</sup> of his/her first year in public school. A California licensed dental professional must do the check-up and fill out Section 2 of this form. If your child had a dental check-up in the last 12 months, ask your dentist to fill out Section 2. If you are unable to get a dental check-up for your child, fill out the separate Waiver of Oral Health Assessment Requirement Form.

This assessment will let you know if there are any dental problems that need attention by a dentist. This assessment will also be used to evaluate our oral health programs. Children need good oral health to speak with confidence, express themselves, be healthy and, ready to learn. Poor oral health has been related to lower school performance, poor social relationships, and less success later in life. For this reason, we thank you for making this contribution to the health and well-being of California's children.

#### Section 1: Child's Information (Filled out by parent or guardian)

Child's First Name:	Last Name:	Middle Initial:	Child's Birth Date: MM – DD – YYYY
Address:			Apt.:
City:		ZIP Code: 	
School Name:	Teacher:	Grade:	Year child starts kindergarten:   Y   Y   Y   Y
Parent/Guardian First Name:	Parent/Guardian Last Name:		Child's Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
Child's Race/Ethnicity:	<input type="checkbox"/> White <span style="margin-left: 150px;"><input type="checkbox"/> Native American</span> <input type="checkbox"/> Black/African American <span style="margin-left: 100px;"><input type="checkbox"/> Multi-racial</span> <input type="checkbox"/> Hispanic/Latino <span style="margin-left: 100px;"><input type="checkbox"/> Native Hawaiian/Pacific Islander</span> <input type="checkbox"/> Asian <span style="margin-left: 150px;"><input type="checkbox"/> Unknown</span> <input type="checkbox"/> Other (please specify)		

*Continued on Next Page*

**Section 2: Oral Health Data Collection (Filled out by a California licensed dental professional)**

**IMPORTANT NOTE:** Consider each box separately. Mark each box.

Assessment Date:  MM – DD – YYYY	Untreated Decay (Visible Decay Present)  <input type="checkbox"/> Yes <input type="checkbox"/> No	*Caries Experience (Visible decay and/or fillings present)  <input type="checkbox"/> Yes <input type="checkbox"/> No
Treatment Urgency: <input type="radio"/> <b>No obvious problem found</b> <input type="radio"/> <b>Early dental care recommended</b> (caries without pain or infection; or child would benefit from sealants or further evaluation) <input type="radio"/> <b>Urgent care needed</b> (pain, infection, swelling or soft tissue lesions)		
_____ <b>Licensed Dental Professional Signature</b>		_____ <b>CA License Number</b>
		_____ <b>Date</b>

\*Check "Yes" for Caries experience if there is presence of untreated decay or fillings  
 Check "No" for Caries experience if there is no untreated decay and no fillings

**Section 3: Follow-up to Urgent Care (Filled out by entity responsible for follow up)**

Parent notified that child has urgent dental care need on:	MM – DD – YYYY
A follow-up appointment for this child has been scheduled for:	MM – DD – YYYY
Did child receive needed treatment?	<input type="radio"/> <b>Yes</b> <input type="radio"/> <b>No</b> (If no, entity responsible for follow-up will be encouraged to check back in with parent) <input type="radio"/> <b>I don't know</b>

The law states schools must keep student health information private. Your child's name will not be part of any report as a result of this law. This information may only be used for purposes related to your child's health. If you have questions, please call your school.

**Return this form to the school *no later than* May 31st of your child's first school year.**

***Original to be kept in child's school record.***

# KINDERGARTEN ORAL HEALTH ASSESSMENT DATA REPORTING FORM

20XX-20XX Reporting School Year

AB 1433 requires children entering public schools to undergo an oral health assessment as part of registration. Parents and/or guardians of kindergarteners must provide proof of an oral health assessment or a waiver by May 31<sup>st</sup>.

Please fill in the appropriate numbers below and return to Erin Aust-Miller at HCOE at EAust-Miller@hcoe.org by the last day of the school year.  
(One form per school site).

DATE	SCHOOL
PERSON FILLING OUT FORM	JOB TITLE
OFFICE PHONE	EMAIL ADDRESS

A	B	C	D	E	F	G	H	I	J	K	L	M
The total number of students at the school eligible for the assessment	The total number of students presenting proof of an assessment	The total number of students that presented a waiver for unable to find dental office accepting dental insurance plan	The total number of students that presented a waiver for the purpose of financial burden	The total number of students that presented a waiver for unable to take time off or the dentist does not have convenient office hours	The total number of students that presented a waiver for lack of adequate transportation	The total number of students that presented a waiver for reasons of non-consent by parents	The total number of students that presented a waiver for other reasons not listed	The total number of students that did not return either proof of an assessment or a waiver to the school	The total number of On Site Dental Screenings Opt Out	The total number of students that were found to have untreated decay	The total number of students that were found to have had caries experience	The total number of students with urgent care needed

Signature of Individual Completing Report

Education Code Section 49452.8 states that all school districts shall, by May 31st of each year, submit a report to the County Office of Education of the county in which the school district is located.

To access SCOHR (System for California Oral Health Reporting), visit <https://www.ab1433.org/>

## How to fill out the KOHA Data Reporting Form Using Sections 2 & 3 of the KOHA and Section 2 of the Waiver Form

**A # of students enrolled in Kindergarten**

**I # of students who did NOT return a KOHA or waiver**

A	B	C	D	E	F	G	H	I	J	K	L	M
The total number of students at the school eligible for the assessment.	The total number of students presenting proof of an assessment.	The total number of students that presented a waiver for unable to find dental office accepting dental insurance plan.	The total number of students that presented a waiver for the purpose of financial burden.	The total number of students that presented a waiver for unable to take time off or the dentist does not have convenient office hours.	The total number of students that presented a waiver for lack of adequate transportation.	The total number of students that presented a waiver for reasons of non-consent by parents.	The total number of students that presented a waiver for other reasons not listed.	The total number of students that did not return either proof of an assessment or a waiver to the school.	The total number of On-Site Dental Screenings Opt Out.	The total number of students that were found to have untreated decay.	The total number of students that were found to have had caries experience.	The total number of students with urgent care needed.

**B # of students who have completed section 2 on the KOHA or provided other proof of an assessment**

### Section 2: Oral Health Data Collection (Filled out by a California licensed dental professional) **IMPORTANT NOTE:** Consider each box separately. Mark each box.

Assessment Date: <small>MM - DD - YYYY</small>	<b># K</b> Untreated Decay (Visible Decay Present) <input type="checkbox"/> Yes <input type="checkbox"/> No	<b># L</b> *Caries Experience (Visible decay and/or fillings present) <input type="checkbox"/> Yes <input type="checkbox"/> No
Treatment Urgency:		
<input type="checkbox"/> No obvious problem found tissue	<input type="checkbox"/> Early dental care recommended (caries without pain or infection; or child would benefit from sealants or further evaluation) <b># M</b>	<input type="checkbox"/> Urgent care needed (pain, infection, swelling or soft lesions)
Licensed Dental Professional Signature		<small>MM - DD - YYYY</small>
CA License Number		Date

### Waiver of Oral Health Assessment Requirement

Please fill out this form if you need to excuse your child the oral health assessment requirement. Sign and return this form to the school where it will be kept confidential.

#### Section 2: Child's Information (Filled out by parent or guardian)

**# C**

Please excuse my child from the assessment because (check the box that best describes the reason):

<input type="checkbox"/>	I cannot find a dental office that will take my child's dental insurance plan. My child's dental insurance plan is:	
	<input type="checkbox"/> Medi-Cal <input type="checkbox"/> Covered California <input type="checkbox"/> Healthy Kids <input type="checkbox"/> None <input type="checkbox"/> Other: _____	
<input type="checkbox"/>	I cannot afford an assessment for my child. <b># D</b>	
<input type="checkbox"/>	I cannot find the time to get to a dentist (e.g., cannot get the time off from work, the dentist does not have convenient office hours). <b># E</b>	
<input type="checkbox"/>	I cannot get to a dentist easily (e.g., do not have transportation, located too far away). <b># F</b>	
<input type="checkbox"/>	I do not believe my child would benefit from an assessment. <b># G</b>	
<input type="checkbox"/>	Other (please specify the reason not listed above for why you are seeking a waiver of this assessment for your child): <b># H</b>	
	_____	



EXHIBIT D  
Passive Consent Form



Attention: TK and Kindergarten Parents/Guardians

*Smile Humboldt* is offering free Kindergarten dental Screenings\*

*A Kindergarten Oral Health Assessment is required for all Kindergartners.*

Child's Name: \_\_\_\_\_

Child's Grade: \_\_\_\_\_ Child's Teacher: \_\_\_\_\_

\* A **dental screening** is when a dental professional looks into your child's mouth with a light to see if there are obvious cavities. A mouth mirror may be used to gently move the tongue or cheek out of the way. You will receive a copy of the screening results. **If your child has an urgent need or early dental care is recommended, then Smile Humboldt Family program will contact you.** This does not replace a full dental exam.

-----  
Your child will receive a dental screening unless you check this box.

Check this box if you **DO NOT** want your child to be screened.

*Call or text Smile Humboldt staff with any questions (707) 476-4949*



Funded by the CDPH under Contract #22-10165





**Meeting Date:** 10.12.2023

**Agenda Item:** 2.6

**Subject:** Aeries Communication/Parent Square

**Background:** Over the summer the district migrated to a new student information system, Aeries. In addition to hosting the student information database, Aeries also integrates with ParentSquare, a communications system that will allow us to send out mass notifications, emergency alerts, and automated attendance calls to everyone or just to specific groups of families or staff. The messages can be broadcast to all channels (sms, email, app, web, voice) and translation is automatically provided. Teachers can also use the system to communicate with parents to set up parent-teacher conferences, post volunteer needs, and publish newsletters. The system also features simultaneous translation so school staff could be texting in English and the message would appear in Spanish on the other person's phone.

**Previous Board Action:** N/A

**Fiscal Implications:** \$4,200 which includes a one-time set up fee of \$1,500.

**Recommendation:** Approve the purchase of Aeries Communication/ParentSquare



**INVOICE NO.** ACommS-00392  
**DATE** 09/25/2023  
**TERMS** Net 30  
**P.O. NO.** Q-02127-1

**PLEASE REMIT TO:**

**Aeries Software**  
 770 The City Dr. S.  
 Suite 6500  
 Orange, CA 92868

**BILL TO** Loleta Union Elementary School District  
 PO Box 547  
 Attn: Accounts Payable  
 Loleta, CA 95551

*Please make all checks payable to Aeries Software and include a copy of this invoice with your check. If you have any questions, please contact Todd Davis at <mailto:toddd@aeries.com> or (888) 487-7555*

**Message:**

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
600	Includes the following features: - Mobile App & Web Portal - Language Translation - Analytics, Reporting & Archiving - SIS Integrations, SSO (API, SFTP, other) - Smart & Urgent Alerts - Posts & Newsletters - Social Media & Website Share - Attendance & Auto Notices (includes lunch balances) - Direct Messaging - Appointments (including parent-teacher conferences) - Volunteering & Sign Ups - Director	4.50	10/01/2023	06/30/2024	\$2,700.00
1	Configuration and Data Validation for the Aeries Communications Platform.	1,500.00			\$1,500.00
<b>Subtotal</b>					4,200.00
<b>Total</b>					4,200.00
<b>AMOUNT RECEIVED</b>					\$0.00
<b>AMOUNT DUE</b>					\$4,200.00



**Meeting Date:** 10.12.2023

**Agenda Item:** 2.7

**Subject:** MOU with Playhouse Arts

**Background:** The 5th/6th and 7th/8th classrooms will work with teaching artists from Playhouse Arts over the course of two weeks to create and perform an original show. The workshop will cover basic storytelling, storyboarding, creating characters, voice and body work, and performance.

This theater education opportunity was organized by our Community School team, Brenda Juarez and Kylee Teasley as part of the Expanded and Enriched Learning Time and Opportunities pillar of the Community School initiative.

**Previous Board Action:** N/A

**Fiscal Implications:** \$3,400 paid from the Arts, Music, and Instructional Materials Grant

**Recommendation:** Approve the MOU between Loleta Union Elementary School District and Playhouse Arts

**PLAYHOUSE ARTS & LOLETA SCHOOL**  
**MOU FOR ARTISTS IN THE SCHOOLS TEACHING SERVICES**  
**2023-24 SCHOOL YEAR**

*Playhouse Arts does not discriminate on the basis of race, color, religion, sex, national origin, age, sexual identity/preference or handicap status.*

Agreement made October 02, 2023 by and between Loleta School and Playhouse Arts, providing professional services under and by virtue of the laws of the State of California.

Playhouse Arts will hereby render services as follows:

**1. TERM OF ENGAGEMENT**

<b>Class Dates &amp; Times:</b>	<b>Performances:</b>
<p><u>Fall 2023</u> 5th/6th Grade Devised Theatre 1 hr class each day 10/16, 10/17, 10/18, 10/19, 10/20, 10/23, 10/24, 10/25, 10/26, 10/27</p> <p>6th/7th Grade Devised Theatre 1 hr class each day 10/16, 10/17, 10/18, 10/19, 10/20 10/23, 10/24, 10/25, 10/26, 10/27</p>	<p>Devised Theatre 5th/6th&gt; time TBD 10/27</p> <p>Devised Theatre 7th/8th&gt; time TBD 10/27</p>

**2. COMPENSATION**

**Loletta School** hereby engages Playhouse Arts to render services for an agreed upon amount of \$1,700 per class. For two classes the full price is \$3,400.

For more details, see the [Loletta School Residency cost breakdown.](#)

**3. EXPECTATIONS FOR A SUCCESSFUL RESIDENCY**

*In support of the Playhouse Artists in the Schools Program, you will:*

- Provide space for the classes to take place.
- Provide open communication with the Artist in Schools Director and the Playhouse Teachers to quickly troubleshoot any conflicts that may arise.
- Provide communication with the school community for any presentations or performances.

***The Arcata Playhouse agrees to provide:***

- Qualified and trained teaching artists for the classes who will arrive 10 to 30 minutes early to set up and prepare the space for students.
- Communicate quickly and openly to troubleshoot any problems that may arise.
- All materials as agreed upon for projects.
- A positive and creative learning environment to ensure a successful experience for each student.

**4. JURISDICTION**

This Agreement will be governed by the laws of the State of California.

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**Jacqueline Dandeneau,**

Executive/Artistic Director Arcata Arts

Date

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**Haley Davis,**

Education Director

Date

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**Linda Row,**

Loleta School Principal

Date

# Loleta Union School District After School Education and Safety Program (ASES) Early Release Policy

Student's Name: \_\_\_\_\_ Grade \_\_\_\_\_  
(First) (Last)

Legislation 8483 requires the ASES program to remain open for 15 hours per week during the regular school year. Every afterschool program must establish a policy regarding responsible early daily release of pupils from the program.

A child may be released early from the after school program based on any of the following conditions. The reason for early release must be declared on the sign-out sheet at the time of checkout.

- Attending a parallel program or activity (This includes community, academic, and sports activities. Teachers, teachers aides, coaches, etc. that sign out a student for another program become responsible for that student until closing time. (The student is not allowed to return back to the program until the following day.) CODE: PP
- Family needs. CODE: FN
- Transportation from site to home (bus, walk, etc.) CODE: T
- Safety or Weather Conditions. CODE: S
- Medical or Illness. CODE: M

Grades TK – 8<sup>th</sup> may sign themselves out with written approval of the parent/guardian on the student's enrollment form. This approval will be taken from the registration form unless other documentation is provided.

Staff may sign students out with verbal permission from the parent (e.g. via a phone call)

*I understand the terms and requirements of the ASES Early Release Policy*

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_







**Agenda Item:** 4.1

**Meeting Date:** 10.12.2023

**Subject:** Superintendent/Principal's Report

### **Back to School Night**

We had a great turnout for Back to School Night on September 28th. Our community partner Two Feathers Native American Family Services provided dinner and raffle prizes, which really got families engaged and excited to be there. It was great to see our Trustees there as well!

### **Seasonal Celebration in the Garden**

On Thursday October 5th our Community School and Garden teams held a fun and educational event in the garden. Each classroom signed up for a time slot and went down to the garden to learn about what was growing in the garden, talk about fall celebrations and get their hands a little dirty! Students chose pumpkins, helped string marigold blossoms into garlands and picked and tasted sweet corn. Once back in their classrooms they completed a reflection sheet that asked them to list some of the things growing at the farm, note what they observed during their garden walk and comment on what they tasted. The students (and adults) loved the event and we are looking forward to more happenings in the garden classroom.



**Agenda Item:** 5.1

**Meeting Date:** 9.14.2023

**Subject:** Selection of Delegate to County Committee

**Background:**

The Humboldt County Committee on School District Organization is composed of eleven members, two for each of the Supervisorial Areas and one member at large. The County Committee responds to petitions for school district reorganization, including unifications, formations, dissolutions, lapsations, annexations, and boundary alterations. Additionally, the County Committee has the power to establish trustee areas, rearrange the boundaries of trustee areas, abolish trustee areas, adopt one of the alternative methods of electing governing board members, and increase or decrease the number of members of the governing board in any school district or community college district.

The selection of County Committee members is a two step process. The first step is for school district governing boards to take action to select one board member to serve on a delegation that will then elect members of the County Committee. The second step is for the County Superintendent to convene a meeting of the delegation that will elect County Committee members to vacant positions, or to positions that have expired terms.

**Previous Board Action:** The Board has previously selected a delegate to elect members of the county committee.

**Fiscal Implications:** N/A

**Recommendation:** Select one board member as a representative to serve on the delegation that will elect members of the County Committee.

September 15, 2023

TO: District Superintendents  
FROM: Michael Davies-Hughes, Humboldt County Superintendent of Schools  
SUBJECT: Election of County Committee on School District Organization Members

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The Humboldt County Committee on School District Organization is composed of eleven members, two for each of the Supervisorial Areas and one member at large. The County Committee responds to petitions for school district reorganization, including unifications, formations, dissolutions, lapsations, annexations, and boundary alterations. Additionally, the County Committee has the power to establish trustee areas, rearrange the boundaries of trustee areas, abolish trustee areas, adopt one of the alternative methods of electing governing board members, and increase or decrease the number of members of the governing board in any school district or community college district.

There are vacant positions in Supervisorial Areas 2 and 4, as well as terms ending for a member in Supervisorial Area 1. Supervisorial Areas may be found at this link:

<https://humboldt.gov.org/167/Board-of-Supervisors> Members of the County Committee are elected by representatives of each district board during an annual meeting held between October 1 and December 1. This year the meeting will be held on November 6 at 5:30 PM in the Annex Conference Room. In order to ensure each district representative is able to participate in the election process, we will provide the option of voting by absentee ballot.

The selection of County Committee members is a two step process. The first step is for school district governing boards to take action to select one board member to serve on a delegation that will then elect members of the County Committee. The second step is for the County Superintendent to convene a meeting of the delegation that will elect County Committee members to vacant positions, or to positions that have expired terms.

Members of school district governing boards may serve concurrently as a school district trustee and County Committee member. No county superintendent of schools, employee of the office of a county superintendent of schools, employee of a school district, or employee of a community college district shall be a member of the County Committee.

During your October board meeting, please select one board member as a representative to serve on the delegation that will elect members of the County Committee. We ask that you provide the name and contact information of your delegate representative to Natalie Carrigan via email at [ncarrigan@hcoe.org](mailto:ncarrigan@hcoe.org).

Thank you for your prompt attention to this matter.

Sincerely,



Michael Davies-Hughes, Humboldt County Superintendent of Schools



## Humboldt County Committee on School District Organization - Quick Reference Guide

### Composition of the County Committee

- Eleven County Committee Members Total
  - Two for each of the Supervisorial Areas
  - One member at large

### Primary Responsibilities of the County Committee

- Responds to petitions for school district reorganization
- Establish trustee areas, rearrange the boundaries of trustee areas, abolish trustee areas
- Adopt one of the alternative methods of electing governing board members
- Increase or decrease the number of members of the governing board in any school district or community college district

### Duties of District Governing Boards - Step 1

- Annually select one governing board member to serve as a representative on the delegation that will in turn, elect County Committee members
- District Governing Boards must take action to select a representative during their October board meeting (*EC 4002, 4003, 4005, 35023, 72403*)
- Notify the County Superintendent of Schools, or designee, of the representative, once selected

### Duties of County Superintendent and Delegation of District Board Representatives - Step 2

- Between October 1 and December 1 of each year, the County Superintendent will convene a meeting of the delegation. The purpose of the meeting is to elect County Committee members to vacant positions or to positions that have expired terms. This year, the meeting is scheduled for November 6, 2023
- Each district representative must attend the meeting to elect members to the County Committee, or submit their vote via absentee ballot

Find additional information regarding County Committees here:

<https://www.cde.ca.gov/re/lr/do/sdohandbook.asp>



**Agenda Item:** 6.1

**Meeting Date:** 10.12.2023

**Subject:** Budget and LCAP Approval from HCOE

**Background:**

In accordance with Education Code sections 52070 and 42127, the Humboldt County Office of Education has reviewed the 2023-24 Local Control and Accountability Plan (LCAP) and adopted budget of the Loleta Union School District for fiscal year 2023-24. By statute, the adopted budget review must be completed by September 15 of each year, and the LCAP review must be completed by October 8. Based on the HCOE review, the 2023-24 LCAP and adopted budget of the Loleta Union School District have been approved.

**Previous Board Action:** N/A

**Fiscal Implications:** As described in the adopted budget

**Recommendation:** Information only



**Agenda Item:** 7.1

**Meeting Date:** 10.12.2023

**Subject:** ASES Early Release Policy Revision

**Background:** When parents need to pick up their children from the after school program, they are currently expected to go to the program location and sign them out. This revision allows parents to call to authorize program staff to sign their children out with verbal permission.

**Previous Board Action:** N/A

**Fiscal Implications:** N/A

**Recommendation:** Approve the ASES Early Release Policy Revision



**Agenda Item:** 7.1

**Meeting Date:** 10.12.2023

**Subject:** ASES Early Release Policy Revision

**Background:** When parents need to pick up their children from the after school program, they are currently expected to go to the program location and sign them out. This revision allows parents to call to authorize program staff to sign their children out with verbal permission.

**Previous Board Action:** N/A

**Fiscal Implications:** N/A

**Recommendation:** Approve the ASES Early Release Policy Revision