



BOARD OF TRUSTEES
Regular Meeting
March 14, 2024 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

2. ADMINISTRATION, POLICY, and GOVERNANCE

- | | |
|---|-------------|
| 2.1 Provisional Appointment of Trustee | Action Item |
| 2.2 Approve the Minutes of the 2.8.2024 Meeting | Action Item |

3. CLOSED SESSION

- 3.1 Conference with Legal Counsel - Anticipated Litigation (Gov. Code § 54956.9)

4. RECONVENE TO OPEN SESSION

5. 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.*

6. INFORMATION OR ACTION ITEMS

Members of the public may address the Board regarding an agenda item before the presentation has been made. There will be a time limit of three (3) minutes per person per item. There will be a total time limit of twenty (20) minutes per agenda item. The discussion of the agenda item will take place after the public comments 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.

7. REPORTS

- | | |
|-----------------------------|------------------|
| 7.1 Superintendent's Report | Information Item |
| 7.2 Personnel Report | Information Item |

8. BUSINESS and LOCAL CONTROL

- | | |
|----------------------------------|------------------|
| 8.1 February 2024 Warrant Report | Action Item |
| 8.2 Williams Report | Information Item |

8.3 2022-2023 Audit Action Item

8.4 Certification of Second Interim Budget Action Item

9. INSTRUCTION and STUDENT SERVICES

9.1 2024-2025 Instructional Calendar Action Item

9.2 Employee Travel to 2024 Empower Summit Action Item

9.3 MOU with Humboldt County DHHS-Public Health Action Item

9.4 MOU with SELPA Action Item

9.5 Salmon Run Project Action Item

10. FACILITIES, CAFETERIA, and TRANSPORTATION

10.1 Transportation Plan Action Item

10.2 Contract for AHERA Inspection Action Item

11. COMMUNITY and CORRESPONDENCE

No Items

12. FUTURE AGENDA ITEMS/TOPICS

The next regularly scheduled meeting will be held on April 18, 2024 at 5:30 pm in Room 3. Please note that this is the third Thursday of the month instead of the second, to accommodate for Spring Break.

13. ADJOURNMENT



Agenda Item: 2.1

Meeting Date: 3.14.2024

Subject: Provisional Appointment of a Trustee

Background:

At the February 8, 2024 meeting, the Board unanimously voted to appoint Ed Horsley to fill Trustee Christina Perez's term of office through December 2024. At that time the Board will decide whether to appoint Mr. Horsley to a four year term to be served through December 2028.

Previous Board Action: The Board has provisionally appointed Trustees in the past.

Fiscal Implications: N/A

Recommendation: Swear in Ed Horsely as a Trustee.



Agenda Item: 2.2

Meeting Date: 3.14.2024

Subject: Approve Board Minutes from the 2.8.2024 meeting

Background: Approval of these draft Minutes make them the formal Minutes from the February 8, 2024 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 February 8, 2024.



**BOARD OF TRUSTEES
Regular Meeting
February 8, 2024 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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- 1.1 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 convened at 5:30 pm. Board President Charmin Bailey, Board Clerk Nate Sitterud, Trustee Joe Rivera and Trustee Glen Shewry were present. There was one vacancy.

Board President Charmin Bailey asked to add item 10.2 Personnel to Closed Session. Trustee Rivera moved to approve the agenda as amended and Trustee Shewry seconded the motion. The motion passed unanimously.

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.

3. PUBLIC COMMENT

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4. REPORTS

4.1 Superintendent's Report

Information Item

4.2 PTO/Athletics Report Information Item

5. ADMINISTRATION, POLICY, and GOVERNANCE

5.1 Approve Minutes of the 1.11.2023 Meeting Action Item
Trustee Rivera moved to approve the motion and Trustee Sitterud seconded the motion. The motion carried unanimously.

5.2 Provisional Appointment of Trustee Action Item
Trustee Shewry moved to approve the provisional appointment and Trustee Sitterud seconded the motion. The motion carried unanimously.

6. BUSINESS and LOCAL CONTROL

6.1 Warrant Report Action Item
Trustee Rivera moved to approve the warrant report and Trustee Shewry seconded the motion. The motion carried unanimously.

6.2 Approve Final 2023 School Accountability Report Card Action Item
Trustee Shewry moved to approve the SARC and Trustee Sitterud seconded the motion. The motion passed 4-0.

6.3 Mid Year LCAP Report Information Item
 6.4 Approve Update of Comprehensive School Safety Plan Action Item
Trustee Shewry proposed to table to the CSSP until March in order to gather input from law enforcement and fire personnel.

6.5 2024 - 2025 Governor's Budget Update Information Item

7. INSTRUCTION and STUDENT SERVICES

7.1 Approve Overnight Travel: 8th Grade Trip Action Item
Trustee Shewry moved to approve the 8th grade trip and Trustee Rivera seconded the motion. The motion carried unanimously.

8. FACILITIES, CAFETERIA, and TRANSPORTATION

9. COMMUNITY and CORRESPONDENCE

10. CLOSED SESSION

10.1 Interdistrict Transfers

10.2 Personnel

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 March 14, 2024 at 5:30 pm in Room 3.

13. ADJOURNMENT



Meeting Date: 3.14.2024

Agenda Item: 7.2

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. All of the positions in the list below are included in the adopted 2023-2024 budget.

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

Employee	Position	Action
Melina Coogan	SCIA	Resignation
Satayah Holgersen	SCIA	New Hire
Bertha de la Cruz	Student Support Specialist	New Hire
Tara Weaver	7/8 Teacher	New Hire
Sara Leatherbury	ASES Aide	New Hire



Agenda Item: 8.1

Meeting Date: 3.14.2024

Subject: February 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 February Warrant Report

Item Number	Vendor	Description
2	Christy White, Inc	2022-2023 Audit Services

Checks Dated 02/01/2024 through 02/29/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1	02/08/2024	ACE HARDWARE-FORTUNA	01-4381	Maintenance Materials & Supplies		309.17
2	02/08/2024	Christy White, Inc.	01-5822	2nd Progress Invoice		7,875.00
3	02/08/2024	Conri's Auto Repair Service	01-5635	Bus Repairs		125.00
4	02/08/2024	Coolschool Studios	01-4310	Tardy Slips		54.33
5	02/08/2024	EMPLOYMENT DEVELOPMENT DEPT	01-9540	School Employees Fund		2,849.89
6	02/08/2024	FERNDALE TECH	01-5800	Dec & Jan Tech Services		3,450.63
7	02/08/2024	LOLETA COMMUNITY SERVICES DIST	01-5530	Dec/Jan Water Services		749.03
8	02/08/2024	Precision Heating & Air	01-5800	Heater Maintenance		2,218.86
9	02/08/2024	RECOLOGY	01-5560	Garbage & Recycle		1,394.00
10	02/08/2024	STATE OF CALIFORNIA	01-9540	EDD SUI Payment	536.92	617.62
11	02/08/2024	STATE OF CALIFORNIA	01-9543	EDD SDI Payment	80.70	1,770.57
Total Number of Checks					11	21,414.10

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	11	21,414.10
	Total Number of Checks	11	21,414.10
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		21,414.10

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.

028 - Loleta Union Elementary School District

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Agenda Item: 8.2

Meeting Date: 3.14.2024

Subject: Williams Site Visit Quarterly Report

Background:

California Education Code Section 1240 requires that the County Superintendent of Schools or a designee visit schools to review instructional materials, school facilities, the School Accountability Report Card, and teacher misassignments/vacancies, and report the results of these visits and reviews on a quarterly basis. This report presents the results of visits and reviews for Loleta for the period of Oct 1-Dec 31, 2023.

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

Fiscal Implications: N/A

Recommendation: Information Only

February 29, 2024

Loleta Union Elementary School District
700 Loleta Dr.
Loleta, CA 95551

Subject: 2023-2024 Williams Settlement Site Visit Report

Dear Governing Board:

California *Education Code* Section 1240 requires that I, or HCOE staff on my behalf, visit schools identified in our county to review instructional materials, school facilities, the School Accountability Report Card, and teacher misassignments/vacancies, and report to you the results of these visits and reviews on a quarterly basis. This report presents the results of visits and reviews for the schools in your LEA for the period of Oct 1-Dec 31, 2023.

No visits or reviews were conducted during this quarter since sufficiency was determined during the initial site visit.

Sincerely,



Michael Davies-Hughes
County Superintendent of Schools

cc: Linda Row, Superintendent-Principal



Agenda Item: 8.3

Meeting Date: 3.14.2024

Subject: 2022-2023 Audit

Background:

CA Education Code section 41020 requires the governing board of each local educational agency to provide for an audit of their books and accounts, including an audit of income and expenditures by source of funds.

Each audit conducted shall include all funds of the local educational agency, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the local educational agency. Each audit shall also include an audit of pupil attendance procedures. Each audit shall include a determination of whether funds were expended pursuant to a local control and accountability plan.

As required, Loleta's audit was conducted by the certified public accounting firm Christy White, Inc.

The audit findings and corrective actions are described in the report.

Previous Board Action: The board reviews the audit annually.

Fiscal Implications: As described in the proposed audit adjustments

Recommendation: Approve the 2022-2023 Audit.



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

February 7, 2024

Board of Education
Loleta Union School District
Loleta, California

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Loleta Union School District for the year ended June 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 17, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Loleta Union School District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2023. We noted no transactions entered into by Loleta Union School District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the financial statements were:

Management's estimate of depreciation and amortization of capital and lease assets is based on historical estimates of each capitalized item's useful life. We evaluated the key factors and assumptions used to develop the depreciation of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension liability and related deferred outflows of resources and deferred inflows of resources are based on actuarial valuations and pension contributions made during the year. We evaluated the key factors, assumptions, and proportionate share calculations used to develop the net pension liability and related deferred outflows of resources and deferred inflows of resources in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of total other postemployment benefits (OPEB) obligation is based on an actuarial valuation. We evaluated the key factors and assumptions used to develop the total OPEB obligation in determining that it is reasonable in relation to the financial statements taken as a whole.

348 Olive Street
San Diego, CA
92103

O: 619-270-8222
F: 619-260-9085
christywhite.com

Significant Audit Matters (continued)

Qualitative Aspects of Accounting Practices (continued)

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure(s) affecting the financial statements were:

The disclosure of capital assets in Note 4 to the financial statements is based on historical information which could differ from actual useful lives of each capitalized item.

The disclosure of the pension plans, net pension liability and related deferred outflows of resources and deferred inflows of resources in Note 11 to the financial statements represents management's estimates based on actuarial valuations and pension contributions made during the year. Actual results could differ depending on the key factors, and assumptions and proportionate share calculations used to develop the net pension liability and related deferred outflows of resources and deferred inflows of resources.

The disclosure of other postemployment benefits and the total OPEB obligation in Note 10 to the financial statements represents management's estimate based on an actuarial valuation. Actual results could differ depending on the key factors and assumptions used for the actuarial valuation.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 7, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Loleta Union School District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Loleta Union School District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters


We applied certain limited procedures to management's discussion and analysis, and the required supplementary information section, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Board of Education and management of Loleta Union School District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Christy White, Inc." The signature is written in black ink and is positioned above the typed name of the company.

Christy White, Inc.
San Diego, California

**LOLETA UNION SCHOOL DISTRICT
FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2023**

FIVE DIGIT CODE

20000
30000

AB 3627 FINDING TYPE

Inventory of Equipment
Internal Control

FINDING #2023-001: INTERNAL CONTROLS - BANK RECONCILIATIONS (30000)

Criteria: Proper internal controls over bank accounts include preparing monthly bank reconciliations on a regular basis. Additionally, a second person should review the monthly bank reconciliations and bank statements prepared by the account custodian.

Condition: During our testing of student body and revolving cash balances, we noted that there was no evidence of preparation and review of monthly bank reconciliations.

Cause: Changes in staffing resulted in a lack of oversight over the student body account and revolving cash bank reconciliations during 2022-2023.

Effect: Lack of proper reconciliation and review procedures can result in errors or fraudulent activity occurring and not being detected and corrected in a timely manner.

Repeat Finding: This is a repeat finding of Finding #2022-002.

Recommendation: We recommend that the District provide training for all student body and revolving cash custodians regarding preparing and submitting regular monthly bank reconciliations, and that the school's superintendent/principal monitor the submittal of monthly reconciliations and review and initial each monthly reconciliation to indicate their approval when it is received. Financial activity of these accounts should also be incorporated into the District's general ledger.

Corrective Action Plan: The District will provide training for all student body and revolving cash custodians regarding preparing and submitting regular monthly bank reconciliations. The Superintendent/Principal will monitor the submittal of monthly reconciliations and will review and initial each monthly reconciliation to indicate their approval when it is received.

**LOLETA UNION SCHOOL DISTRICT
STATE AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023**

FIVE DIGIT CODE

10000
40000
42000
43000
60000
61000
62000
70000
71000
72000

AB 3627 FINDING TYPE

Attendance
State Compliance
Charter School Facilities Programs
Apprenticeship: Related and Supplemental Instruction
Miscellaneous
Classroom Teacher Salaries
Local Control Accountability Plan
Instructional Materials
Teacher Misassignments
School Accountability Report Card

FINDING #2023-002: ATTENDANCE REPORTING (10000)

Criteria: The Annual Attendance Reports submitted to the California Department of Education (CDE) should reconcile to the supporting documents that support the local education agency's Average Daily Attendance (ADA) in accordance with California Education Code Section 46000 et seq.

Condition: During the testing of average daily attendance for the District, the auditor noted misstatements in the ADA reported on the Annual Attendance Report. The reporting errors resulted in a total overstatement of 0.30 ADA in the annual attendance report, as summarized below:

Grade Span	Annual Period Reported ADA	Audited ADA	Understated (Overstated) ADA
TK/K through Third			
Regular ADA	35.35	35.35	-
Total TK/K through Third	35.35	35.35	-
4th through 6th			
Regular ADA	25.20	25.20	-
Total Fourth through Sixth	25.20	25.20	-
7th through 8th			
Regular ADA	20.21	19.91	(0.30)
Total Seventh through Eighth	20.21	19.91	(0.30)
Total	80.76	80.46	(0.30)

Cause: Clerical error.

Questioned Costs: There is no questioned cost for this error since the District is funded based on the ADA reported for the Second Principal (P-2) Apportionment period. The District's Annual Attendance Report has not been revised to reflect the Revised Annual column shown in the Schedule of Average Daily Attendance.

Effect: Incorrect reporting of ADA can result in noncompliance with State regulations and potential loss of funding.

Repeat Finding: This finding is partially related to Finding #2022-003 from the prior year.

**LOLETA UNION SCHOOL DISTRICT
STATE AWARD FINDINGS AND QUESTIONED COSTS, continued
FOR THE YEAR ENDED JUNE 30, 2023**

FINDING #2023-002: ATTENDANCE REPORTING (10000) (continued)

Recommendation: We recommend the District review attendance summaries to verify the proper data is used to generate attendance reports. The District should implement review procedures to verify amounts reported within the attendance software agree to reported attendance. Any summary documents used to prepare attendance reports should be properly archived and readily available for audit purposes. In addition, the District should also revise the Annual Attendance report to reflect these corrections.

Corrective Action Plan: The District migrated to a new student information system between the 2022-2023 and 2023-2024 school years. District staff will review attendance summaries to verify the proper data is used to generate attendance reports. The District will implement review procedures to verify amounts reported within the attendance software agree to reported attendance. Any summary documents used to prepare attendance reports will be properly archived and readily available for audit purposes. In addition, the District will also revise the Annual Attendance report to reflect these corrections.



Agenda Item: 8.5

Meeting Date: 3.14.2024

Subject: Second Interim Budget

Background:

Previous Board Action:

Fiscal Implications:

Recommendation: Approve the



Agenda Item: 8.4

Meeting Date: 3.14.2024

Subject: Certification of Second Interim Report

Background: Education Code Section 42130 requires each school district to submit a Second Interim Report, for the period ending January 31. The governing board of the school district is required to approve the reports no later than 45 days after the close of the period and to certify in writing whether the district is able to meet its financial obligations for the remainder of the fiscal year and for the subsequent fiscal years.

Previous Board Action: The Board annually certifies interim fiscal reports.

Fiscal Implications: As described in the report. The district is projected to end the year with a positive balance and a stabilized reserve.

Recommendation: Positive Certification of the Second Interim Report.

LOLETA UNION ELEMENTARY SCHOOL DISTRICT

2/29/2024

ALL FUNDS
SECOND INTERIM WORKING BUDGET
FISCAL YEAR 2023-24

General Fund/TRANS Unrestricted

General Fund/TRANS Restricted

General Fund/TRANS Total

SPECIAL REVENUE FUNDS
Cafeteria Fund
Special Reserves
Bond Construction
State School Facilities

OTHER FUND TYPES
Capital Outlay
Retiree Fund
Student Activities

Total All Funds

A. REVENUES																			
Local Control Funding Formula	\$ 1,446,460	\$	232,189	\$	1,446,460	\$	76,855	\$	598	\$	180	\$	75	\$		\$	16,470	\$	1,446,460
Federal Sources	216,385		561,482		448,574		15,729												525,429
Other State Sources	29,787		114,561		591,269		500												606,998
Other Local Sources	76,765				191,326														192,679
Total Revenue	1,769,397		908,232		2,677,629		93,084		598		180		75				16,470		2,771,566

B. EXPENDITURES																			
Certificated Salaries	444,836		73,382		518,218		34,940												518,218
Classified Salaries	229,201		367,367		596,568		26,883												631,508
Employee Benefits	326,249		299,888		626,137		79,684												653,020
Supplies	50,429		87,841		138,270		11,667												217,954
Services & Other Operating	313,575		426,828		740,403														752,070
Capital Outlay	24,982				24,982														24,982
Other Outgo	15,530		147,338		162,868														162,868
Support Costs	(3,445)		3,445																
Total Expenditures	1,401,357		1,406,089		2,807,446		153,174		598		180		75				16,470		2,960,620

C. EXCESS REVENUES (EXPENDITURES)																			
D. OTHER FINANCING SOURCES/USES																			
Interfund Transfers In																			
Interfund Transfers Out	(15,000)				(15,000)		15,000												15,000
Other Sources																			
Other Uses																			
Contributions	(323,381)		323,381																(15,000)
Total Other Sources (Uses)	(338,381)		323,381		(15,000)		15,000												(189,054)

E. FUND BALANCE INCREASE (DECREASE)																			
F. ADJUSTED BEGINNING BALANCE																			
	29,659		(174,476)		(144,817)		(45,090)		598		180		75						(189,054)
	475,905		514,387		990,292		102,772		190,424		10,597		4,429						1,314,984
G. ENDING BALANCE	\$ 505,564		\$ 339,911		\$ 845,475		\$ 57,682		\$ 191,022		\$ 10,777		\$ 4,504				\$ 16,470		\$ 1,125,930

District Reserve of 18.31% Includes:

Total General Fund Expenditures, Transfers out and Uses	\$2,822,446	General Fund Designated for Economic Uncertainty:	\$ 325,847
Recommended Minimum Reserve Calculation at 5%:	\$141,122	Special Reserve Fund Ending Balance:	\$ 191,022
Budgeted Reserve Level:	18.31%	TOTAL:	\$ 516,869

MULTI-YEAR BUDGET PROJECTION

2/29/2024

LOLETA UNION ELEMENTARY SCHOOL DISTRICT				SPECIAL REVENUE FUNDS							OTHER FUND TYPES				Total
ALL FUNDS	General	General	General	Cafeteria	Special	Bond	County	School	Capital	Retiree	Student	All			
SECOND INTERIM MULTI-YEAR PROJECTION	Fund/TRANS	Fund/TRANS	Fund/TRANS	Fund	Reserves	Construction	Facilities	Facilities	Outlay	Fund	Activities	Funds			
FISCAL YEAR 2024-25	Unrestricted	Restricted	Total												
A. REVENUES															
Local Control Funding Formula	\$ 1,315,705	\$	\$ 1,315,705									\$ 1,315,705			
Federal Sources	216,385	204,237	420,622	68,632								489,254			
Other State Sources	29,787	489,424	519,211	15,729								534,940			
Other Local Sources	51,765	114,561	166,326	500	598		180		75			167,679			
Total Revenue	1,613,642	808,222	2,421,864	84,861	598		180		75			2,507,578			
B. EXPENDITURES															
Certificated Salaries	455,469	68,899	524,368									524,368			
Classified Salaries	249,418	351,517	600,935	35,164								636,099			
Employee Benefits	347,064	289,190	636,254	27,066								663,320			
Supplies	50,528	88,604	139,132	49,529								188,661			
Services & Other Operating	266,643	333,794	600,437	8,140								608,577			
Capital Outlay	24,982		24,982									24,982			
Other Outgo	15,530	147,338	162,868									162,868			
Support Costs	(3,445)	3,445													
Total Expenditures	1,406,189	1,282,787	2,688,976	119,899			180		75			2,808,875			
C. EXCESS REVENUES (EXPENDITURES)															
	207,453	(474,565)	(267,112)	(35,038)	598		180		75			(301,297)			
D. OTHER FINANCING SOURCES/USES															
Interfund Transfers In				15,000								15,000			
Interfund Transfers Out	(15,000)		(15,000)									(15,000)			
Other Sources															
Other Uses	(330,163)	330,163													
Contributions															
Total Other Sources (Uses)	(345,163)	330,163	(15,000)	15,000											
E. FUND BALANCE INCREASE (DECREASE)															
	(137,710)	(144,402)	(282,112)	(20,038)	598		180		75			(301,297)			
F. ADJUSTED BEGINNING BALANCE															
	505,564	339,911	845,475	57,682	191,022		10,777		4,504			1,125,930			
G. ENDING BALANCE															
	\$ 367,854	\$ 195,509	\$ 563,363	\$ 37,644	\$ 191,620		\$ 10,957		\$ 4,579			\$ 824,633			
District Reserve of 14.36% Includes:															
<i>Total General Fund Expenditures, Transfers out and Uses</i>				<i>General Fund Designated for Economic Uncertainty:</i>				<i>Special Reserve Fund Ending Balance:</i>							
Recommended Minimum Reserve Calculation at 5%:				\$2,703,976				\$ 196,767							
<i>Budgeted Reserve Level:</i>				<i>14.36%</i>				\$ 191,620							
				TOTAL:				\$ 388,387							

MULTI-YEAR BUDGET PROJECTION

LOLETA UNION ELEMENTARY SCHOOL DISTRICT										
ALL FUNDS	General Fund/TRANS Unrestricted	General Fund/TRANS Restricted	General Fund/TRANS Total	SPECIAL REVENUE FUNDS	Bond Construction	County School Facilities	OTHER FUND TYPES	Retiree Fund	Student Activities	Total All Funds
SECOND INTERIM MULTI-YEAR PROJECTION FISCAL YEAR 2025-26				Cafeteria Fund	Special Reserves		Capital Outlay			
A. REVENUES										
Local Control Funding Formula	\$ 1,155,770	\$ 204,237	\$ 1,155,770	\$ 68,632	\$	\$	\$	\$	\$	\$ 1,155,770
Federal Sources	216,385	489,424	420,622	15,729						489,254
Other State Sources	29,787	114,561	519,211	500	598	180	75			534,940
Other Local Sources	51,765		166,326							167,679
Total Revenue	1,453,707	808,222	2,261,929	84,861	598	180	75			2,347,643
B. EXPENDITURES										
Certificated Salaries	435,042	68,991	504,033	36,043						504,033
Classified Salaries	252,412	354,836	607,248	27,622						643,291
Employee Benefits	332,914	292,623	625,537	50,141						653,159
Supplies	50,955	75,620	126,575	8,298						176,716
Services & Other Operating	237,399	382,225	619,624							627,922
Capital Outlay	24,982		24,982							24,982
Other Outgo	15,530	147,338	162,868							162,868
Support Costs	(3,445)	3,445								
Total Expenditures	1,345,789	1,325,078	2,670,867	122,104						2,792,971
C. EXCESS REVENUES (EXPENDITURES)	107,918	(516,856)	(408,938)	(37,243)	598	180	75			(445,328)
D. OTHER FINANCING SOURCES/USES										
Interfund Transfers In	33,551		33,551	15,000	(33,551)					48,551
Interfund Transfers Out	(15,000)		(15,000)							(48,551)
Other Sources										
Other Uses										
Contributions	(332,056)	332,056								
Total Other Sources (Uses)	(313,505)	332,056	18,551	15,000	(33,551)					
E. FUND BALANCE INCREASE (DECREASE)	(205,587)	(184,800)	(390,387)	(22,243)	(32,953)	180	75			(445,328)
F. ADJUSTED BEGINNING BALANCE	367,854	195,509	563,363	37,644	191,620	10,957	4,579		16,470	824,633
G. ENDING BALANCE	\$ 162,267	\$ 10,709	\$ 172,976	\$ 15,401	\$ 158,667	\$ 11,137	\$ 4,654		\$ 16,470	\$ 379,305
<p align="center"><i>District Reserve of 5.91% includes:</i></p> <p align="center"> <i>Total General Fund Expenditures, Transfers out and Uses</i> \$2,685,867 <i>General Fund Designated for Economic Uncertainty:</i> \$ 158,667 <i>Recommended Minimum Reserve Calculation at 5%:</i> \$134,293 <i>Special Reserve Fund Ending Balance:</i> \$ 158,667 <i>Budgeted Reserve Level:</i> 5.91% TOTAL: \$ 158,667 </p>										

2/29/2024

LOLETA UNION ELEMENTARY SCHOOL DISTRICT
 SUPPLEMENT: SECOND INTERIM CASH FLOW -- GENERAL & RESERVE FUNDS
 Beginning Cash balance as of January 31, 2024

02/29/24

	February	March	April	May	June	Receivable
Cash as of Jan 31	1,546,067	1,382,168	1,317,036	1,228,457	1,182,421	
LCFF Revenues	56,593	108,153	56,593	231,401	145,995	0
Federal Revenues	4,839	7,322	22,010	38,969	94,921	62,721
State Revenues	2,560	31,026	4,635	2,560	181,590	25,500
Local Revenues	11,978	12,687	15,134	12,280	15,162	303
Sources	0	0	0	0	0	0
P/Y Recbl	0	23,802	79,879	0	0	0
1000	44,523	45,561	44,298	48,709	51,794	
2000	49,621	49,742	49,735	49,844	76,318	
3000	42,272	43,382	42,030	43,482	143,834	
4000	9,278	3,086	30,144	7,113	39,849	
5000	94,174	106,351	97,723	61,547	187,211	
6000	0	0	0	0	24,982	
7000	0	0	2,900	0	159,968	
Uses	0	0	0	0	0	
TF in	0	0	0	0	0	
TF out	0	0	0	0	(20,000)	
TRANS Note Payable	0	0	0	0	0	
Payables	0	0	0	120,551	0	
Deferred Expense	0	0	0	0	0	
Prepaid Expense	0	0	0	0	0	
Cash Balance	1,382,168	1,317,036	1,228,457	1,182,421	956,132	

Total Receivables (including deferred appropriations if any) \$88,524
 Final Projected Cash Balance General Fund, TRANS, Reserve: \$956,132



Agenda Item: 9.1

Meeting Date: 3.14.2024

Subject: Proposed 2024-2025 School Year Calendar

Background: The proposed calendar reflects the required 180 days of instruction, with two (2) additional certificated staff duty days as provided in the collective bargaining agreement. The proposed calendar was developed collaboratively with certificated and classified staff input at a staff meeting on March 1, 2024.

Previous Board Action: The Board annually approves the instructional calendar.

Fiscal Implications: Salary for compensated work days, and operational expenses for a school year.

Recommendation: Approve the draft 2024-2025 school calendar



Loleta Union Elementary School District DRAFT 2024-2025 SCHOOL CALENDAR

SCHOOL MONTH	Mon	Tues	Wed	Thurs	Fri	Days Taught	Holidays
Aug 19 to Sept 13 FIRST MONTH	(19) 26 [2] 9	20 27 3 10	21 28 4 11	22 29 5 12	{23} {30} {6} {13}	18	Staff Duty Day: Aug. 19 First Day of School: Aug 20 Labor Day Holiday: Sept 2
Sept 16 to Oct 11 SECOND MONTH	16 23 30 7	17 24 1 8	18 25 2 9	19 26 3 10	{20} {27} {24} {11}	20	
Oct 14 to Nov 8 THIRD MONTH	14 21 28 4	15 22 29 5	16 23 30 6	17 24 31 7	{18} {25} {1} {8}	20	
Nov 11 to Dec 6 FOURTH MONTH	[11] {18} [25] 2	12 {20} [26] 3	13 {21} [27] 4	14 {22} [28] 5	{15}* {23} [29] 6	14	Veterans' Day: Nov 11 Conference Week: Nov 18-23 *End Trimester 1: Nov. 15* Fall Break: Nov. 25-29
Dec 9 to Jan 3 FOURTH MONTH	9 16 [23] [30]	10 17 [24] [31]	11 18 [25] [1]	12 19 [26] [2]	{13} {20} [27] {3}	10	Winter Break: Dec. 23-Jan. 3 Staff Duty Day: Jan 3 (no students)
Jan 6 to Jan 31 FIFTH MONTH	6 13 [20] 27	7 14 21 28	8 15 22 29	9 16 23 30	{10} {17} {24} {31}	19	Dr. Martin Luther King, Jr. Holiday: Jan. 20
Feb 3 to Feb 28 SIXTH MONTH	3 10 [17] 24	4 11 [18] 25	5 12 [19] 26	6 13 [20] 27	{7} {14} [21] 28	15	Presidents' Week Break: Feb. 17-21
March 3 to March 28 SEVENTH MONTH	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	{7}* {14} {21} {28}	20	*End of Trimester 2: March 7*
Mar 31 to April 25 EIGHTH MONTH	31 [7] 14 21	1 [8] 15 22	2 [9] 16 23	3 [10] 17 24	{4} {11} {18} {25}	15	Spring Break: Apr. 7-11
April 28 to May 23 NINTH MONTH	28 5 12 19	29 6 13 20	30 7 14 21	1 8 15 22	{2} {9} {16} {23}	20	
May 26 to June 6 TENTH MONTH	[26] 2 9^	27 3 10^	28 4	29 5	{30} {6}*	9	Memorial Day Holiday: May 26 ★Last Day of School: June 6 *End of Trimester 3: June 6* ^ Make up days if needed

1st Trimester: 62 days
2nd Trimester: 59 days
3rd Trimester: 59 days
Total: 182 days (2 make up days if needed)

[Holidays] and Local Recess
*End of Trimester
{ } Early Release
() Certificated Duty Day

**Board adopted:
Revision Approved**



Agenda Item: 9.2

Meeting Date: 3.8.2024

Subject: Travel to 2024 EMPOWER Summit

Background:

Our Community School team, Brenda Juarez and Kylee Teasley are requesting approval to attend the California Community Schools EMPOWER Summit 2024 in Hollywood on June 13-14, 2024.

The conference is hosted by the State Transformation Assistance Center (S-TAC) and is open to all California Community Schools Partnership Program (CCSPP) grantees, Regional Technical Assistance Centers (R-TACs), educators (county & site administrators, teachers, pupil personnel staff, counselors, social workers, support staff), parents/ caregivers/ family members, students and community partners who support Community Schools.

Previous Board Action: N/A

Fiscal Implications: Not to exceed \$5,500

Recommendation: Approve staff travel to the 2024 EMPOWER Summit.

Travel and Expense Record

Name:	Brenda Juarez	Title:	Community School Coordinator
Travel Location:	Hollywood, CA	Registration:	\$ 650.00
Purpose of Travel:	2024 Empower Summit		
Date of Departure:	6/12/2024	Time:	12:00 AM
Date of Return:	6/15/2024	Time:	12:00 AM

Vendor:
Inv #
Date:
Total:
GL:

Lodging

Hotel Name:	Loews Hollywood Hotel	Total Charge to Credit Card:	\$ 1,152.72
Confirmation #		Name on Credit Card:	

Notes:
I will be driving down with my personal vehicle, so no airline required and I still left the same amounts of time traveled per diem to match

Transportation

Airline Name:		Total Charge to Credit Card:	\$ -
Confirmation #		Name on Credit Card:	
Rental Car Company:		Total Charge to Credit Card:	\$ -
Confirmation #		Name on Credit Card:	

Rental Vehicle: 0.22 ¢ per mile

Total Mileage:	0	Total Charge:	\$ -
----------------	---	---------------	------

Own Vehicle:		Beginning Mileage:	0
Total Mileage:	1251	Ending Mileage:	1251
	0.67 ¢ per mile =	Total Charge:	\$ 838.17

Meals

(Quarters: 12am-6am / 6am-12pm / 12pm-6pm / 6pm-12am)	# quarters travelled in:	12
conus: 74 (per diem) = \$18.50	(per quarter) =	\$ 222.00

Other Expenses*

***** KEEP HOTEL CHECK-OUT RECEIPT *****

***Keep receipts for all following items and return to the accounting dept**

Luggage:	Airport Parking:
Taxi:	Hotel Parking:
Misc Cash:	
	\$ -

Total Cost \$ 2,862.89

Employee Signature: _____	Date _____
Accounting Signature: _____	Date _____

Travel and Expense Record

Name:	Kylee Teasley	Title:	Community School Coordinator
Travel Location:	Hollywood, CA	Registration:	\$ 650.00
Purpose of Travel:	2024 Empower Summit		
Date of Departure:	6/12/2024	Time:	3:55 PM
Date of Return:	6/15/2024	Time:	3:07 PM

Vendor:
Inv #
Date:
Total:
GL:

Lodging

Hotel Name:	Loews Hollywood Hotel	Total Charge to Credit Card:	\$ 1,152.72
Confirmation #		Name on Credit Card:	

Transportation

Airline Name:	United	Total Charge to Credit Card:	\$ 400.00
Confirmation #		Name on Credit Card:	

Rental Car Company:		Total Charge to Credit Card:	\$ -
Confirmation #		Name on Credit Card:	

Rental Vehicle: 0.22 ¢ per mile

Total Mileage: 0 \$ -

Own Vehicle:		Beginning Mileage:	0
Total Mileage:		Ending Mileage:	
0.67 ¢ per mile =			\$ -

Meals

(Quarters: 12am-6am / 6am-12pm / 12pm-6pm / 6pm-12am)	# quarters travelled in:	12
onus: 74 (per diem) = \$18.50	(per quarter) =	\$ 222.00

Other Expenses*

***** KEEP HOTEL CHECK-OUT RECEIPT *****

***Keep receipts for all following items and return to the accounting dept**

Luggage:		Airport Parking:	\$ 36.00
Taxi:	\$ 100.00	Hotel Parking:	
Misc Cash:			
			\$ 136.00

Total Cost \$ **2,560.72**

Employee Signature:	Date
Accounting Signature:	Date

Notes:



Agenda Item: 9.3

Meeting Date: 3.14.2024

Subject: Approve MOU with DHHS-Public Health

Background:

This MOU allows the Department of Public Health staff to conduct vaccine clinics at the school facility.

Previous Board Action: N/A

Fiscal Implications: None

Recommendation: Approve the MOU with with DHHS-Public Health



Agenda Item: 9.4

Meeting Date: 3.14.2024

Subject: Approve MOU with SELPA for Educationally-Related Mental Health Services (ERMHS)

Background:

This MOU relates to a change in funding related to Educationally-Related Mental Health Services (ERMHS). Traditionally, state funds for these services have been received and managed by SELPA. Starting July 2023, however, these funds were apportioned directly to school districts instead of to the SELPA. While some districts might be able to hire staff and develop their own programs with the funds, the smaller districts in the county want to continue to have SELPA manage staff and services, and are agreeing to enter into a consortium to return their funding to SELPA at least for the 2024-2025 school year.

Previous Board Action: N/A

Fiscal Implications: No change to current status

Recommendation: Approve the MOU with SELPA for Educationally-Related Mental Health Services (ERMHS)

**HUMBOLDT-DEL NORTE SELPA
MEMORANDUM OF UNDERSTANDING
TRANSFER OF ERMHS FUNDS FROM MEMBER LEAS TO SELPA**

This Memorandum of Understanding (“MOU”) is made by and between the Humboldt-Del Norte SELPA (“SELPA”) and the member local educational agencies (“Member LEAs”) of the Humboldt-Del Norte SELPA. The SELPA’s Superintendent’s Policy Council has approved this MOU and each Member LEA has authorized the execution of this MOU by an authorized agent. SELPA and the Member LEAs may be collectively referred to as the “Parties” or individually as a “Party.”

Purpose of MOU

Whereas, the purpose of this MOU is to direct Educationally Related Mental Health Services (“ERMHS”) funds from participating Member LEAs to the SELPA to continue the provision of ERMHS per the SELPA Local Plan, the SELPA Allocation Plan, and related policies; and

Whereas, prior to the enacted 2023-2024 State Budget, state and federal funding for special education mental health services (also known as ERMHS, or educationally-related mental health services) was distributed to the SELPA, which then distributed these funds and/or provided direct services in accordance with the SELPA Local Plan (“Local Plan”) and the SELPA Allocation Plan (“Allocation Plan”); and

Whereas, on June 15, 2023, the California legislature adopted language through passage of the 2023-2024 Budget Act to allocate state and federal funding for special education mental health services directly to each Member LEA instead of the SELPA, effective July 1, 2023; and

Whereas, the Parties to this MOU have a history of collaborative local decision-making that, under the existing funding and allocation structure, as well as within the SELPA Local Plan, has ensured that the full continuum of services, including ERMHS, is available to all students served within the SELPA; and

Whereas, the SELPA has staffed ERMHS providers for the Member LEAs for 11 years using the special education mental health services funds in accordance with yearly SELPA Allocation Plans; and

Whereas, changes from any potential changes in implementation of ERMHS are likely to result in program, funding, and staffing challenges that will impact the quality of services and thereby affect students, families, and staff across the SELPA; and

Whereas, these changes and the resulting challenges and impacts will be particularly difficult on the students, parents, and staff of the smaller Member LEAs; and

Whereas, to avoid unnecessary changes and resulting consequences, the Parties desire to maintain the SELPA’s previous structure for distributing special education mental health funds and/or providing direct services.

Now, therefore, In consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby agree as follows:

Duration of Memorandum of Understanding

This MOU shall be effective from July 1, 2024, through June 30, 2029.

The Parties agree as follows:

1. Member LEAs Shall:

- Transfer ERMHS Funds to SELPA
 - Member LEAs agree that for each fiscal year in which this MOU is in effect, the allocation for the state principal apportionment of special education mental health/ERMHS funding will be transferred to the SELPA biannually, as of January 31st and June 30th. Additionally, federal special education mental health/ERMHS funds distributed to them will be transferred to the SELPA upon receipt of funds by the LEA.
- Follow Educationally Related Mental Health Services (ERMHS) Policies and Procedures
 - Pre-Referral Intervention Requirements
 - Social-Emotional Assessment Requirements
 - Request for Assistance Process

2. SELPA Shall:

- SELPA agrees that all special education mental health funds transferred from the Member LEAs to the SELPA will be allocated pursuant to the SELPA's ERMHS Allocation Plan in place for the current school/fiscal year.
- Hire, supervise, and provide Behavioral Health Clinicians and ERMHS to students enrolled in Member LEA schools, and who qualify for ERMHS services as identified in their Individualized Education Program (IEP).
- Process all Requests for Assistance in a timely manner.
- Update the Local Plan, Local Allocation Policy, and ERMHS Policies and Procedures as required to meet local needs.

3. Changes to ERMHS Programming

The Parties agree that, if any changes in ERMHS programming are required because of the implementation of this MOU, these changes will be determined by the SELPA Policy Council based on local needs. The SELPA Executive Director will report out on implementation of this MOU at least once per year.

4. Timeline for Planning and Review of Any Changes in ERMHS Provision/Withdraw from MOU

The SELPA agrees that any changes to ERMHS provision among Member LEAs will be addressed using the procedures set forth in this MOU. The SELPA requires written notice of not less than one-year plus one-day in order for any Member LEA to withdraw from this MOU. Notice by March 1 of the fiscal year prior is required to enter into this MOU for the following full fiscal year.

The Member LEA requesting withdraw from this MOU shall submit the form found in the Appendix in this document to the SELPA Executive Director. The Member LEA will ensure that they address all components of the Appendix. The request will be reviewed by the SELPA Executive Director. The SELPA Executive Director will make a recommendation to the SELPA Governing Board regarding whether to approve the withdraw. If approved by the SELPA Governing Board, the planning process will take place over the course of the following fiscal year in preparation for the change to take effect in the second fiscal year. All requests to withdraw from this MOU will be decided on a case-by-case basis.

This process is the only way a Member LEA can withdraw from this MOU.

5. Superseded by Action of the SELPA Governing Board

Parties agree that this MOU and/or any of its terms will be superseded, and thereby rendered null and void, if the SELPA Policy Council, following SELPA procedures, makes changes to the service delivery model, program operators, Local Plan, and/or Allocation Plan affecting the subject matter of this MOU.

6. Severability/Waiver

If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

7. Execution of MOU Electronically and in Counterparts

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this MOU as of the date set next to the signatures below.

Dated: _____ By: _____
Haley Jones, SELPA Executive Director
Humboldt-Del Norte SELPA

Dated: _____ By: _____
Luke Biesecker, Superintendent
Arcata School District

Dated: _____ By: _____
Christy Ng, Superintendent
Big Lagoon School District

Dated: _____ By: _____
DeAnn Waldvogel, Superintendent
Blue Lake School District

Dated: _____ By: _____
John Blakely, Superintendent
Bridgeville School District

Dated: _____ By: _____
Blaine Sigler, Superintendent
Cuddeback School District

Dated: _____ By: _____
Becky MacQuarrie, Superintendent
Cutten School District

Dated: _____ By: _____
Jeff Harris, Superintendent
Del Norte County Office of Education
Del Norte Unified School District

Dated: _____ By: _____
Gary Storts, Superintendent
Eureka City Schools

Dated: _____ By: _____
Danielle Carmesin, Superintendent
Ferndale Unified School District

Dated: _____

By: _____
Justin Wallace, Superintendent
Fieldbrook School District

Dated: _____

By: _____
Amy Betts, Superintendent
Fortuna Elementary School District

Dated: _____

By: _____
Clint Duey, Superintendent
Fortuna Union High School District

Dated: _____

By: _____
Si Talty, Superintendent
Freshwater School District

Dated: _____

By: _____
Michael Quinlan, Superintendent
Garfield School

Dated: _____

By: _____
Teresa Mondragon, Superintendent
Green Point School District

Dated: _____

By: _____
Michael Davies-Hughes, Superintendent
Humboldt County Office of Education

Dated: _____


By: _____
Kevin Trone, Superintendent
Hydesville School District

Dated: _____


By: _____
Melanie Nannizzi, Superintendent
Jacoby Creek School District


Dated: _____

By: _____
Jennifer Lane, Superintendent
Klamath-Trinity Joint Unified School District


Dated: 02/12/2024 By: 
[Greta Turney \(Feb 12, 2024 10:33 PST\)](#)
Greta Turney, Superintendent
Kneeland School District


Dated: _____ By: _____
Linda Row, Superintendent
Loleta Union School District


Dated: 02/12/2024 By: 
[Colby Smart \(Feb 12, 2024 08:03 PST\)](#)
Colby Smart, Interim Superintendent
Maple Creek School District

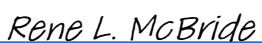
Dated: 02/09/2024 By: 
[Karen Ashmore \(Feb 9, 2024 11:11 PST\)](#)
Karen Ashmore, Superintendent
Mattole Unified School District


Dated: _____ By: _____
Julie Giannini-Previde, Superintendent
McKinleyville Union School District

Dated: 02/09/2024 By: 
[Roger Macdonald \(Feb 9, 2024 11:12 PST\)](#)
Roger Macdonald, Superintendent
Northern Humboldt Union High School District

Dated: 02/09/2024 By: 
[Shari Lovett \(Feb 9, 2024 11:23 PST\)](#)
Shari Lovett, Superintendent
Northern United - Humboldt Charter Schools

Dated: 02/12/2024 By: 
[Amanda Platt \(Feb 12, 2024 11:12 PST\)](#)
Amanda Platt, Superintendent
Orick School District

Dated: 02/09/2024 By: 
[Rene L. McBride \(Feb 9, 2024 15:15 PST\)](#)
Rene McBride, Superintendent
Pacific Union School District

Dated: 02/09/2024 By: 
James Malloy, Superintendent
Pacific View Charter School 2.0

Dated: _____

By: _____
Raven Coit, Superintendent
Peninsula School District

Dated: _____

By: _____
Angela Johnson, Superintendent
Rio Dell Elementary School District

Dated: _____

By: _____
Amy Gossien, Superintendent
Scotia School District

Dated: _____

By: _____
Teri Waterhouse, Superintendent
South Bay Union School District

Dated: _____

By: _____
Stephanie Steffano-Davis, Superintendent
Southern Humboldt Unified School District

Dated: _____

By: _____
Alyse Nichols, Superintendent
Trinidad Union District

811-3/6818262.1

PC Approved February 7, 2024

APPENDIX

Application to Withdraw from ERMHS Funding MOU

Note: This form to be completed by the Requesting LEA.

Part I: Identification:

Requesting LEA	
Date of Request	
Effective Date of Withdraw	

Part II: Information Required:

Number of Students	
Number of Staff	
Description of Program	

Part III: Address the following areas as they relate to the impact of withdraw:

Pupil Needs (Describe how the students' special education needs will be addressed):
Availability of a full continuum of services to affected students:

Functional continuation of the current individual educational program for affected students:

--

Provision of services in the least restrictive environment from which the affected students can benefit:

--

Maintenance of all appropriate support services:

--

Assurance of compliance with all federal and state laws, regulations, and policies of the Humboldt-Del Norte SELPA:

--

Means by which parents and staff were represented in the planning process :

--

Part IV: Administrative Approval:

1. The requesting LEA and the governing body of the SELPA of which the agencies are members, agree to the withdraw.
2. In addition, by signing this form, all signatories assure that:
 - a. Special education instruction and related services provided by each affected LEA comply with all state and federal requirements; and
 - b. The level of services and the opportunity of the affected students to interact with the general school population is not diminished as a result of the withdraw; and
 - c. The withdraw is consistent with all SELPA policies and the Local Plan.
3. If any of the involved parties disagree with the proposed withdraw, the matter will be resolved by the alternative resolution process.

CERTIFICATIONS

Local Education Agency Name: _____

Superintendent or Authorized Designee

Date

HDN SELPA Executive Director

Date

SELPA Governing Board Chair

Date



Agenda Item: 9.5

Meeting Date: 3.14.2024

Subject: Approve Salmon Run Project for 3rd/4th grade

Background:

The Director of Friends of the Van Duzen, Sal Steinberg, proposes to present a multi-disciplinary environmental education unit in the 3rd/4th grade classroom. This unit will complement the Steelhead in the Classroom project, which is already underway. Steelhead in the Classroom is a project sponsored by HCOE which allows students to observe steelhead in classroom tanks from the egg state through release at the Mad River Fish Hatchery. The Salmon Run project will run concurrently with the Steelhead project and will offer art, poetry, and writing lessons to extend and enrich students' experience in observing the salmon development process.

Previous Board Action: N/A

Fiscal Implications: \$2,100 to cover Director's costs, guest lecturers, supplies, copying and travel. Funding to come from Title VI federal funds and the Arts and Music state grant.

Recommendation: Approve Salmon Run Project for 3rd/4th grade

Friends of the Van Duzen Team Van Duzen Salmon Run 2024

Team Van Duzen : Salmon Run Draft Proposal

Team Van Duzen: Salmon Run is a special project partially funded by a grant from the Trees Foundation to promote environmental education, preserving the salmon run, and for taking better care of Mother Earth.

This project will continue the previous work of Friends of the Van Duzen (FOVDR) . The director Sal Steinberg has worked at Loleta for the past several years teaching environmental and salmon education. The grant will be specific to Kurt Rasmussen's 3rd grade class who are currently engaged in the Humboldt County Office of Education salmon project by raising steelhead eggs and releasing them into the Mad River.

The project will feature the best book about Salmon which I found at the Sequoia Zoo called The Life Cycle of the Salmon. It would fit in very well. Here is the description of the book: "The Life Cycle of a Salmon looks at the growth of a salmon from egg to adult. Detailed illustrations, stunning pictures, and clear, concise text provide children with a thorough account of the five distinct stages of a salmon's life cycle : egg, alevin, fry, smolt, and adult. Children will also learn about – how salmon lay eggs in freshwater but live in saltwater as adults – the different species of salmon – how salmon use camouflage to protect them from predators."

Friends of the Van Duzen has 25 books to be able to use as a class set which would enhance the learning/observations of the students with their own salmon tanks.

We will also feature art, and creative poetry and writing to enhance the students' knowledge and understanding of salmon and nature. Humboldt County Office of Education provides funds for students to create salmon prints on cloth led by Barbara Domanchuk, local environmentalist and videographer, This is a very fun project! She is a key member of Team Van Duzen and I will work with Kurt to set this up with the Humboldt County Office of Education.

Barbara Domanchuk who is a fellow member of FOVDR also coined the term Ecology and the Arts. Students in the class will also draw salmon/steelhead, read poetry from the two books we have published with Dan Levinson : Van Duzen Voice and Eel River Expressions, create their own Nature poems, and write a short narrative What Nature Means to Me.

Additional members of Team Van Duzen may give guest lectures depending on their availability and the timing of the project : Salmon Run.

This **could** include Steve Cannata and Eric Stockwell giving a lesson to the 3rd grade class.

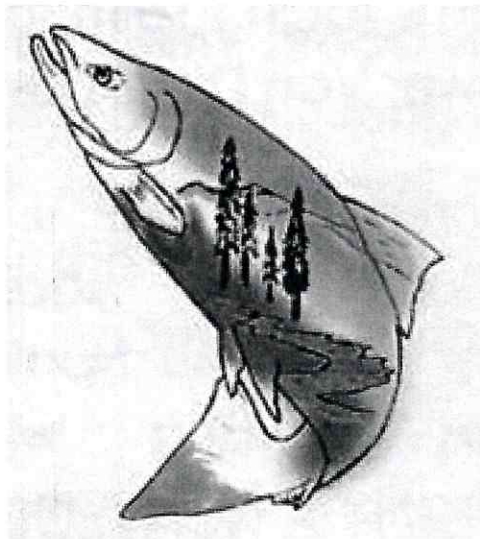
Steve Cannata : Is retired from the California Dept of Fish and Wildlife where he worked as a fisheries biologist. Steve has been a teacher with me in classrooms, summer camps, and field trips. He loves to teach and gives great lectures on fish and wildlife ecology sharing his knowledge with students.

Eric Stockwell : A Loleta resident, Eric is the one of leading experts on salmon who studies and counts the local salmon run in numerous water bodies in Humboldt County. Team Van Duzen will share some of his salmon videos with the 3rd graders and will be invited to give a lesson to them.

FIELD TRIPS : **Possible** field trips would be to the Scotia Aquarium, the Loleta Wildlife Sanctuary, and Crab Park. We will join the 3rd grade in their trip to the Mad River for the release of the salmon.

To conclude this grant proposal and its proposed activities will be discussed with Kurt Rasmussen and Linda Row, the Superintendent. With approval, Kurt and I will set a schedule of dates for Salmon Run : Team Van Duzen

Sal Steinberg, Director Friends of the Van Duzen River



Team Van Duzen: Salmon Run

Director Sal Steinberg	Preparing lessons, giving lessons in class, setting up guests Scheduling and going on field trips Gas and traveling Payment for 50 hours at 40 per hour Total salary \$2000 Trees Foundation Cereus Grant will match for \$500
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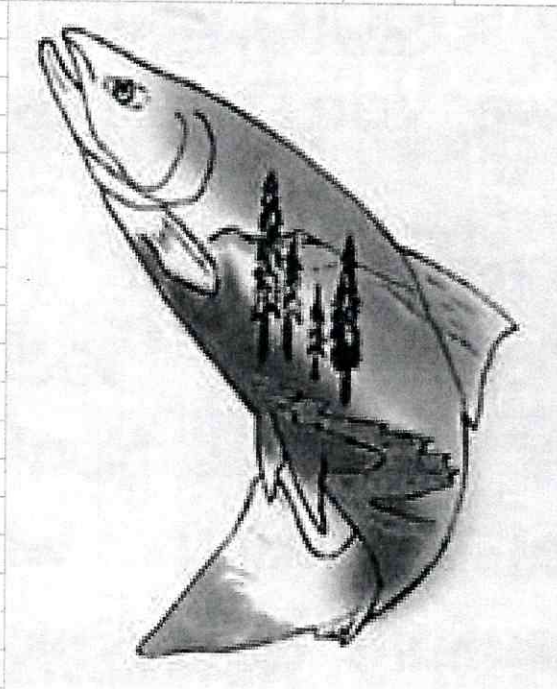
Salary from Loleta	1500
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Guest Lecturers	300
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Supplies	125
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Copying	125
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Total Funding from Loleta	2100
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Agenda Item: 10.1

Meeting Date: 3.14.2024

Subject: LUESD Transportation Plan

Background:

California Education Code section 39800.1 states that districts' Home-to-School Transportation Plan must be presented and adopted by the governing board of an LEA at an open meeting. Plan adoption will be checked in the annual audit and the plan must be posted on the District's website.

The Home-to-School (HTS) Transportation Reimbursement was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for school districts and county offices of education based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula transportation-related add-on funding.

Previous Board Action: N/A

Fiscal Implications: Additional home-to-school transportation funding amount \$14,669

Recommendation: Approve the LUESD Transportation Plan

Loleta Union Elementary School District

Transportation Plan

2023-2024

Transportation Services:

1. Enter description of transportation services offered to pupils, and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 - 6 inclusive and pupils who are low income. Plan may provide for the LEA to partner with municipally owned transit system to provide services to middle and high school students. An LEA may provide no-cost transit passes to students. Loleta UESD is a small, single-school district serving approximately 75 students in grades TK-8. Loleta operates one school bus that runs two local routes before and after school. During the 23-24 school year, approximately 30 students used school bus transportation. There is no cost to the families for school bus transportation. Families sign up for bus transportation at enrollment if they are new to the district and annually if they are returning families.

2. Enter description of LEA's transportation services that would be accessible to pupils with disabilities, and homeless children and youth. School bus transportation is provided at no cost for any student in grades TK-8 whose family signs up for the service.

3. Enter description of how unduplicated pupils, would be able to access available home-to-school transportation at no-cost to the pupils. Loleta provides free transportation to all students, including unduplicated students.

Consultations: (There is no requirement for stakeholder consultation on an annual or update basis, only on the initial development of the plan.)

Enter description of the required (initial year) plan consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils and other stakeholders. Classified staff, teachers, administrators, families and support agencies such as the County Office of Education have input into the District's transportation plan. The Superintendent/Principal oversees the transportation program. The District contracts with Compliance Associates Inc to manage the mandated controlled substance testing and reporting. The District is in compliance the Federal Motor Carrier Safety Administration's reporting requirements and the program is annually audited by the California Highway Patrol.

Additional Home-to-School Transportation (HTS) funding amount (2023-24)

14,669.00

Initial Board Approval Date: (Must be on or before April 1 for initial year of funding)

March 9, 2023

Plan Reviewed: (Annually by April 1 for a one year plan, or by April 1 of the final year for a multi-year plan)

The Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.



Agenda Item: 10.2

Meeting Date: 3.14.2024

Subject: Contract for AHERA Inspection

Background:

The Asbestos Hazard Emergency Response Act (AHERA) and its regulations require public school districts to:

- Inspect their schools for asbestos-containing building material
- Prepare management plans and to take action to prevent or reduce asbestos hazards

These legal requirements are founded on the principle of "in-place" management of asbestos-containing material. Removal of these materials is not usually necessary unless the material is severely damaged or will be disturbed by a building demolition or renovation project.

Personnel working on asbestos activities in schools must be trained and accredited in accordance with The Asbestos Model Accreditation Plan.

In addition, if removal of asbestos during renovation is warranted, or school buildings will be demolished, public school districts and non-profit schools must comply with the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Previous Board Action: The Board previously approved a contract with Guzi-West to conduct the initial asbestos inspection.

Fiscal Implications: As described in the two bids

Recommendation: Approve a bid for the triennial AHERA inspection.



February 26, 2024

Robert Price
Loleta Elementary School District
robertprice@loleta.org

**Proposal: EPA AHERA Inspection & Reporting – Loleta Union Elementary School
District - 700 Loleta Drive, Loleta, CA 95551**

Dear Robert Price,

As you likely know, Guzi-West assists Loleta Union Elementary School District (LUESD) with numerous Asbestos Hazard Emergency Response Act (AHERA) requirements. We've come to the understanding that it's most valuable for a single group/company/entity to oversee and regularly audit compliance with the AHERA program in general (i.e. if a given area within a school has abatement performed then that should trigger other documents being updated so they are constantly current and useful to staff, regulators, contractors, etc). In order to facilitate that, we propose in Option 1 below to formalize a contract to semi-annually audit LUESD's compliance with AHERA regulations. Not only does this identify a single party as responsible for ensuring compliance but also puts us in regular contact with District staff so we can address any concerns, collect samples, or assist with environmental regulatory compliance issues in general. We also understand that LUESD may solely want a 2024 AHERA Re-Inspection, as laid out in Option 2 below.

Option 1

1. **2024 AHERA Re-Inspection & Report** - Review the District's 2021 AHERA re-inspection report for LUESD prior to site visit. Conduct a walk-through of Loleta Elementary School and identify any physical changes to structures, campus layout, and suspect asbestos-containing building materials. Note all changes. Update the 2021 AHERA re-inspection report, tables, and maps to reflect findings of site inspection. Review the District's existing annual AHERA notification letter for parents and staff, and update the letter as necessary. Insert all required re-inspection dates into a calendar maintained by Guzi-West to track the 3-year reinspection's, 6-month periodic surveillance inspections, notifications, etc. with set reminders generated by Guzi-West staff.

Cost: \$2,600

2. **LUESD Asbestos Management Plan** - No current asbestos management plan is known to exist for LUESD; therefore, we propose to create a LUESD Asbestos Management Plan. The plan will include recommendations necessary to comply with AHERA requirements, procedures for maintaining and removing asbestos-containing materials, emergency procedures for addressing accidental damage or disturbance of

Robert Price
February 26, 2024
Page 2

ACM, record keeping requirements, notification requirements, training documents, and templates.

Cost: \$840

3. **AHERA Related Document Storage** - Set up a cloud based electronic system for storage of all AHERA-related documents; the cloud would be accessible by both Guzi-West and LUESD personnel.

Cost: \$300

4. **Annual Asbestos Awareness Training** - Provide District maintenance staff with annual (2024, 2025 and 2026) 2-hour awareness training at a date convenient to District staff. The trainings will be based upon topics of concern as expressed by District personnel (i.e. if there is a concern over buffing floors containing asbestos, then the training will cover required elements of the awareness training, the training will also contain real world examples pertinent to the conditions and materials which may be found in the schools).

Cost: \$1,500 (total for all 3 years)

5. **6-Month Periodic Re-Inspections** - Coordinate with LUESD's District Maintenance Personnel to complete 6-Month Periodic Surveillance inspection reports. Guzi-West will write-up the 6-month re-inspection reports, based on LUESD personnel site observations, and save them in the Guzi-West and LUESD shared cloud account.

Cost: \$1,500 (total cost for 5 re-inspections)

Option 2

2024 AHERA Re-Inspection & Report - Review the District's 2021 AHERA re-inspection report for LUESD prior to site visit. Conduct a walk-through of Loleta Elementary School and identify any physical changes to structures, campus layout, and suspect asbestos-containing building materials. Note all changes. Update the 2021 AHERA re-inspection report and tables to reflect findings of site inspection. **Cost: \$2,600**

Robert Price
February 26, 2024
Page 3

We propose to complete all work tasks, as outlined above, for total project costs as outlined below. A budgeting sheet with detailed cost breakdowns is provided in Attachment A.

- **Option 1:** \$6,750
- **Option 2:** \$2,600

Should one of these estimates meet your approval, please sign and return the contract provided in Attachment B. Thank you for the opportunity to provide a cost on the project.

Sincerely,



Clay Guzi
President/CEO
Guzi-West Inspection and Consulting, LLC
CA Certified Asbestos Consultant (CAC – 05-3900)

ATTACHMENT A

LUESD 2024 AHERA CONSULTING

Project Estimating Sheet						
	Hours/Units	Hourly Rate /Analytical	Direct Cost Estimates	Markup	Markup fee	Total Phase Cost
2024 AHERA Re-Inspection Report						
Review 2021 Re-Inspection Report and Prep. for 2024 AHERA Survey	1	135	135			\$ 135.00
2024 AHERA Re-Inspection Survey - 1 staff member onsite for up to 8 hours which includes mobilization, survey, coordination with maintenance staff, update maps, etc.	8	135	\$1,080.00	-		\$1,080.00
Mileage for Survey	30	\$0.66	\$19.68	-		\$19.68
2024 AHERA Re-Inspection Report	4	\$135.00	\$540.00			\$540.00
2024 AHERA Re-Inspection Report Map Revisions	3	\$135.00	\$405.00	-		\$405.00
Calendar and Notification Set-Up	1	\$135.00	\$135.00			\$135.00
Certified CAC Review of Re-Inspection Report	2	\$150.00	\$300.00			\$300.00
Asbestos Management Plan						
Asbestos Management Plan Creation	4	\$135.00	\$540.00	-		\$540.00
Certified CAC Review of Management Plan	2	\$150.00	\$300.00			\$300.00
AHERA Related Document Storage						
Electronic-based storage system creation and set-up for shared Guzi-West and LUESD access	1	\$300.00	\$300.00			\$300.00
Annual Asbestos Awareness Training						
LUESD Annual 2-hour Asbestos Awareness Training (3 Trainings - 2024, 2025, 2026)	3	\$500.00	\$1,500.00			\$1,500.00
6-Month Periodic Re-Inspections						
6-Month Periodic Surveillance Coordination and Reporting, 5 Reports, 3 Hours per Report (8/2024, 3/2025, 8/2025, 3/2026, 8/2026)	5	\$300.00	\$1,500.00	-		\$1,500.00
				Total Project Estimated Cost (final project invoicing will reflect actual costs with detailed documentation, lab invoices, etc.)		\$6,754.68

ATTACHMENT B

CONTRACT, GENERAL TERMS, AND CONDITIONS FOR SERVICES

DATE: FEBRUARY 26, 2024

COST: OPTION 1: \$6,750

OPTION 2: \$2,600

SCOPE: SPECIFIED IN COVER LETTER

UNDERSTANDING: I HEREBY ACKNOWLEDGE RECEIPT OF, AND HEREBY AGREE TO, THE GUZI-WEST GENERAL TERMS AND CONDITIONS FOR SERVICES. SIGNING THIS FORM AUTHORIZES GUZI-WEST INSPECTION AND CONSULTING, LLC TO PROCEED WITH THE CONDUCTION OF THE SCOPE AND COSTS IDENTIFIED HEREIN.

AUTHORIZATION:

CUSTOMER SIGNATURE

DATE

1. Applicability.

These terms and conditions for services (these "**Terms**") are the only terms that govern the provision of services by Guzi-West Inspection and Consulting, LLC ("**Service Provider**") to Robert Price / Loleta Union Elementary School District ("**Customer**"). The accompanying quotation and order confirmation (the "**Order Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, these Terms shall govern. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Services. Service Provider shall provide the services to Customer as described in the Order Confirmation (the "**Services**") in accordance with these Terms.

3. Customer's Obligations. Customer shall: (a) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services; (b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement; (c) provide such Customer materials or information as Service Provider may reasonably request and Customer considers reasonably necessary to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

4. Customer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Fees and Expenses; Payment Terms; Interest on Late Payments.

- (a) In consideration of the provision of the Services by Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation.
- (b) Customer agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.
- (c) Customer shall pay all invoiced amounts due to Service Provider on within thirty (30) days from the date of Service Provider's invoice. Customer shall make all payments hereunder in US dollars by wire transfer/check/cash.

- (d) In the event payments are not received by Service Provider within 30 days after becoming due, Service Provider may:
 - (i) charge interest on any such unpaid amounts at a rate of 10% per month or the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and
 - (ii) suspend performance for all Services until payment has been made in full.
- (e) In the event payments are not received by Service Provider within 90 days after becoming due, Service Provider may:
 - (i) send any past-due accounts to a collections agency, which may impact Customer's credit score and cause Customer to incur additional fees and/or liability to third parties accordingly.
 - (ii) Charge a late fee of 35% of the total billed, which represents an approximation of Service Provider's cost of collecting past-due amounts. Both parties agree that this is a fair and reasonable estimate of Service Providers actual damages resulting from Customer's breach. In the event that these liquidated damages are disallowed by a court, Service Provider shall be entitled to the maximum amount allowable under the law.

6. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

7. Representation and Warranty.

(a) Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) The Service Provider shall not be liable for a breach of the warranty set forth in Section 7(a) unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within 30 days of the time when Customer discovers or ought to have discovered that the Services were defective.

(c) Subject to Section 7(b), Service Provider shall, in its sole discretion, either:

- (i) repair or re-perform such Services (or the defective part); or
- (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN SECTION 7(C) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 7(A).

8. Disclaimer of Warranties. **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 7(A) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

9. Limitation of Liability.

(a) IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.

(c) The limitation of liability set forth in Section 9(b) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

10. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

- (a) fails to pay any amount when due under this Agreement [and such failure continues for 30 days after Customer's receipt of written notice of nonpayment;
- (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

11. Waiver. No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and] (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) consecutive days following written notice given by it under this Section 17, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

13. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

16. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) [or email] or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

17. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Governing Law and Survival.

19. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

BRUNELLE & CLARK CONSULTING, LLC

March 8, 2024

To: Loleta Union Elementary School District
Attn: Robert Price
Maintenance Director
700 Loleta Drive
Loleta, CA 95551

Re: Proposal: Asbestos Hazard Emergency Response Act (AHERA) 2024 Three Year Re-Inspection, Loleta Elementary School, 700 Loleta Drive, Loleta, CA.

Dear Mr. Price:

I have reviewed your request for services. I can conduct an Asbestos Hazard Emergency Response Act (AHERA) Three-Year Re-Inspection for the Loleta Elementary School, located at 700 Loleta Drive, in Loleta, CA.

The inspection will be conducted following the protocols defined by the EPA Asbestos Hazard Emergency Response Act (AHERA) regulation, 40 CFR 763, Subpart E. The inspection will include:

- Review of previous inspection reports, if available.
- Building by building inspection identifying all materials that must be presumed to be Asbestos Containing Building Materials (ACBM).
- An inventory table identifying the type and location of all presumed ACBM .
- Assessment of the condition of friable known & presumed ACBM.
- A written final report for project school site.

The person completing the inspection is certified through the Division of Occupational Safety & Health (DOSH) as a Certified Asbestos Consultant (CAC).

I can complete this project on a Lump Sum basis for \$1,175.00.

Client: _____ approves this proposal, and agrees to pay a Lump Sum of \$1,175.00 for the above-described AHERA Inspection.

Client Signature: _____

Please call if you have any questions,



Zindar Brunelle
Certified Asbestos Consultant, #14-5295

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