

AGENDA
Regular Meeting of the Board of Trustees
Sebastopol Union School District
Thursday, July 23, 2020
to be held via ZOOM:

[Updated July 23 2020 BrdMtg](#)

3:45 p.m. Closed Session

4:30 p.m. Regular Meeting

All written supporting materials are available for review in the District Office,
7611 Huntley Street, Sebastopol

ADA Compliance

In compliance with Government Code § 54954.2(a), the Sebastopol Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Acts of 1990 (42 U.S.C. § 12132), and the federal rules and regulations adopted in implementation thereof.

Individual who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Robin Hedrick, Administrative Assistant, Sebastopol Union School District, 7611 Huntley Street, Sebastopol, CA 95472 Telephone (707) 829-4570.

Call to Order

Comments from the public regarding items on the closed session agenda.

CLOSED SESSION

Recess to closed session to consider and/or take action upon any item on the closed session agenda.

- Conference with Labor Negotiator (GC 54957)

Employee Organization:

Sebastopol Elementary Teachers' Association

Service Employees International Union

Unrepresented Employees: Confidential/Admin/Mgmt

- Discipline/Dismissal/Release (GC 54957)
- Public Employee Employment (GC 54957)

Agency Negotiator:

Linda Irving

Linda Irving

Linda Irving

Reconvene to open session.

OPEN SESSION

1.0 Pledge of Allegiance

2.0 Approval of Agenda

3.0 Announcement of Any Reportable Action Taken in Closed Session

4.0 Public Comments

At this time, persons wishing to address the Board will be recognized. Those members of the public wishing to address items not on the agenda may do so at this time. Prior to the Board's discussion, the President will also recognize a member of the audience wishing to comment on an item. Please raise your hand (or stand if necessary) and wait for recognition by the President. Speakers are asked to state their name and are expected to be courteous and comport themselves in a civil manner. Comments may be limited to three minutes per person and the Board may limit the number of minutes per topic.

- 5.0 Consent Agenda: *Actions proposed for consent are items consistent with adopted policies and approved practices of the District and are deemed routine in nature. The Board will be asked to approve all of the following items by a single vote unless any member of the Board, or the public, asks that an item be removed and considered separately.*
- 5.1 Approval of June 1, 2020 Special Meeting Minutes
 - 5.2 Approval of June 3, 2020 Regular Meeting Minutes
 - 5.3 Warrants and Expenditures
 - 5.4 Williams Quarterly Uniform Complaint Jan 1-Mar 30 & Apr 1-June 30, 2020
 - 5.5 Independent Study/Home School Leader Job Description
 - 5.6 Surplus Property as of July 14, 2020.
 - 5.7 Contract for Multimedia Communications Designer for 2020-21 SY
 - 5.8 Change Order #2 – PS HVAC Ionization for Library & MPR
 - 5.9 Kajeet quote for 15 Hotspots – Unlimited Plan
 - 5.10 Ratify OnPoint contract for BH MPR furniture
 - 5.11 Ratify OnPoint contract for PS MPR furniture
- 6.0 Reports: *(Written reports may be provided: 3 to 5 minute oral summaries are welcomed.)*
- 6.1 Facility Update – Linda Irving
- 7.0 Workshop for Reopening Plan – The Reopening Plan is submitted to the Board under separate cover.
- 8.0 Action Items: *These items need to be considered individually and acted upon as such by the Board.*
- 8.1 Consider Approval of Reopening Plan to Include Starting Model and Reevaluation Date
The Board will consider approval of the Reopening Plan submitted. They will decide on which of the 3 models to open with for the 2020-21 SY. The Board will also determine a date to reevaluate the plan.
 - 8.2 Public Hearing for Resolution 20/21-01 for Parcel Tax Measure to November 2020 Ballot
 - 8.3 Consider Approval of Resolution 20/21-01 Ordering and Election for Education Parcel Tax
The Board will consider the Resolution to move forward with adding the Education Parcel Tax to the upcoming November 2020 Ballot.
 - 8.4 Consider Approval of contract with Santa Rosa City Schools for Child Nutrition Services
The Board will consider approving the contract with SRCS to provide daily meals for SUSD students.
 - 8.5 Consider Approval of MOU between SUSD and North Coast Teacher Induction Program
The Board will consider approving the submitted MOU for NCSOE to provide teacher induction services.
 - 8.6 Consider Approval of 2020-21 County SELPA Plan
The board will consider approving the plan presented for the 2020-21 SY
 - 8.7 Consider Approval of Contract with Edmentum for Independent Study/Home School programming for K-6 & 7/8 curriculum.
The Board will consider the contracts with Edmentum for the 2020-21 SY
- 9.0 Discussion: *Action is permissible on these items but not anticipated.*
- 9.1 Choose date for Special Board Meeting in September and December 2020
 - 9.2 Policies:
 - BP 3471 – Parcel Taxes
 - BP/AR 3515 – Campus Security
 - BP/AR Food Service Operations/Cafeteria Fund
 - BP 3600 - Consultants
- 10.0 Planning
- 10.1 Identification of items for future agenda: Policy Review
 - 10.2 Next Meeting: Regular Meeting – August 20, 2020
- 11.0 Adjournment

2.0 APPROVAL OF AGENDA

3.0 REPORTABLE ACTION FROM CLOSED SESSION

4.0 PUBLIC COMMENT

At this time, persons wishing to address the Board will be recognized. Those members of the public wishing to address items not on the agenda may do so at this time. Prior to the Board's discussion, the President will also recognize a member of the audience wishing to comment on an item. Please raise your hand (or stand if necessary) and wait for recognition by the President. Speakers are asked to state their name and are expected to be courteous and comport themselves in a civil manner. Comments may be limited to three minutes per person and the Board may limit the number of minutes per topic.

5.0 CONSENT AGENDA

**SEBASTOPOL UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MINUTES
REGULAR MEETING
June 1, 2020**

Call to Order

The Meeting of the Board of Trustees of Sebastopol Union School District was called to order at 3:45 p.m. by Board President Deborah Drehmel.

Roll Call

Members of the Board present: Trustees Deborah Drehmel, Olivia Leon, Joe Pogar, Myriah Volk and Elizabeth Smith

Others Present

Linda Irving, Sara Gramm, Robin Shields, Sarah Lampenfeld, James Brown, Chris Topham, Melissa Hall, Annaliese Hettinger

Public Hearing

None

Closed Session

Trustee Drehmel moved the meeting to Closed Session at 3:45 p.m. for the purpose of: Conference with Labor Negotiator, Discipline/Dismissal/Release, Public Employee Employment and Conference with Real Property Negotiators.

Trustee Drehmel moved the meeting to Open Session at 4:35 p.m.

OPEN SESSION

1.0 Pledge of Allegiance

The Pledge of Allegiance was recited.

2.0 Approval of Agenda

On a motion from Trustee Smith and seconded by Trustee Leon, the Board voted 5-0-0 to approve the agenda.

3.0 Report out

Trustee Pogar reported that the Board accepted the hiring of a new 7/8 Math teacher and PE teacher for Park Side & Brook Haven. The Board also accepted the transfer of an employee from Brook Haven to Park Side.

4.0 Public Comments

Annaliese, a parent at SICS, spoke to the Board about the need to create or continue a distance learning model of school for next year should school resume on campus. She says there are students with risk factors or families with risk factors that may make it not possible to send a student to school. She's asking the Board be flexible in their planning for next year. She does recognize the challenges the District is against with making it work for everyone, but also sees the benefits.

5.0 Consent Agenda:

- 5.1 Approval of May 12, 2020 Regular Meeting Minutes
- 5.2 Warrants and Expenditures
- 5.3 Teacher Specialist-Reading/ELD Job Description
- 5.4 Ally Technology Agreement for 2020-21
- 5.5 Policies:
 - BP 4113.5 – Working Remotely (**NEW**)
 - BP/AR 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction
 - BP 6142.6 – Visual and Performing Arts Education
 - BP/AR 6143 – Courses of Study
 - AR 6145.2 – Athletic Competition
 - BP 6154 – Homework/Makeup Work
 - BP 6157 – Distance Learning (**NEW**)
 - BP 6179 – Supplemental Instruction

On a motion from Trustee Pogar and seconded by Trustee Smith the Board approved the consent agenda.

Ayes: Trustees, Drehmel, Leon, Pogar, Volk and Smith

Noes: None

Absent: None

Not Voting: None

6.0 Reports: (Written reports may be provided: 3 to 5 minute oral summaries are welcomed.)

- 6.1 SETA – Melissa Hall says she appreciates the staff meetings Linda and Sara put together last week. It allowed the teaching staff to have input on what next school year will look like. They were allowed to share their thoughts and ideas.
- 6.2 SEIU – No report
- 6.3 Superintendent/Park Side Principal – The Board reviewed the report submitted by Linda Irving. Linda added that she has posted 2 videos on the website giving updated information to the school community.
- 6.4 Brook Haven Principal – The Board reviewed the report submitted by Sara Gramm. Sara said it was good to see the kids today during the tech drop off. And they have started online registration.
- 6.5 Facility Update – The Board reviewed the report submitted by Linda Irving. She suggested the board members reach out Brent to take a tour of the MPR to see the progress. The lighting project at Castle has begun.
- 6.6 Sebastopol Independent Charter School – The Board reviewed the report submitted by Chris Topham. Chris added that per the MOU with the District, they are required to disclose applying for a loan. Given the current financial climate in the state, it was recommended to him to apply for a line of credit should they need it in the coming school year. SICS was approved for a line of credit through Summit Bank. He also stated they will be offering Independent Study next year.
- 6.7 The REACH School – The Board reviewed the report submitted by James Brown. James added that REACH is also looking into future funding and will have more on that at a future meeting. REACH is having their virtual graduation Tuesday.
- 6.8 Trustees – Trustee Leon appreciates everyone’s hard work during this strange time. Trustee Smith is fully engulfed with PeaceTown. They will be launching virtual gatherings. Trustee Volk shared that her organization Shoes for Kids received a large donation to allow them to continue their work. Linda, Sara and Sarah Mejias are on her latest podcast *People Doing Good*. Trustee Drehmel shared that SEF has made enough this year to disperse funds to the district. SEF is struggling to find fund raising ideas for next year.

7.0 Public Hearings

- 7.1 Public Hearing 2020-21 Budget – Sarah Lampenfeld shared a Power Point presentation of the 2020-21 budget with the board. This included the information from the governor’s May revise and accepted changes under COVID-19.

Public Hearing Open at 5:21 pm

Public Hearing Closed at 6:11 pm

8.0 Action Items: These items need to be considered individually and acted upon as such by the Board.

- 8.1 On a motion from Trustee Pogar and seconded by Trustee Volk the Board approved MOU Between Sonoma County Library and SUSD.
Ayes: Trustees, Drehmel, Leon, Pogar, Volk and Smith
Noes: None
Absent: None
Not Voting: None

- 8.2 On a motion from Trustee Leon and seconded by Trustee Smith the Board approved Resolution 1920-17 Specifications of the Election Order for 2020
Ayes: Trustees, Drehmel, Leon, Pogar, Volk and Smith
Noes: None
Absent: None
Not Voting: None
- 8.3 On a motion from Trustee Pogar and seconded by Trustee Volk the Board approved Resolution 1920-18 Regarding Summer Construction Approval
Ayes: Trustees, Drehmel, Leon, Pogar, Volk and Smith
Noes: None
Absent: None
Not Voting: None
- 8.4 On a motion from Trustee Leon and seconded by Trustee Smith the Board approved Twin Hills USD Request to Waiver 1% to Rent at SunRidge Site
Ayes: Trustees, Drehmel, Leon, Pogar, Volk and Smith
Noes: None
Absent: None
Not Voting: None

9.0 Discussion: Action is permissible on these items but not anticipated.

- 9.1 Parcel Tax Election – The Board agrees to continue going forward with the Parcel Tax election in Nov 2020.0
- 9.2 Potential July 2020 Meeting – The Board set a meeting for July 23, 2020
- 9.3 Policies:
BP/AR 0460 – Local Control and Accountability Plan
BP 0520 – Intervention for Underperforming Schools
BP 0520.1 – Comprehensive and Targeted Support and Improvement
BP 1112 – Media Relations
BP 1431 - Waivers

10.0 Planning:

- 10.1 Identification of items for future agenda: Policy Review, 2020-21 Budget approval
- 10.2 Next Regular Board Meeting – June 3, 2020

11.0 Adjournment

The meeting was adjourned at 6:35 p.m.

Respectfully submitted,

Linda Irving, Superintendent

Deborah Drehmel, President

Joe Pogar, Clerk

**SEBASTOPOL UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MINUTES
REGULAR MEETING VIA ZOOM
June 3, 2020**

Call to Order

The Meeting of the Board of Trustees of Sebastopol Union School District was called to order at 3:45 p.m. by Board President Deborah Drehmel.

Roll Call

Members of the Board present: Trustees Deborah Drehmel, Olivia Leon, Joe Pogar, Myriah Volk and Elizabeth Smith

Others Present

Linda Irving, Sara Gramm, Robin Shields, Molly Bulwa, Melissa Hall, Bob Ashe and Jennifer Butler

Public Hearing

None

Closed Session

Trustee Drehmel moved the meeting to Closed Session at 3:45 p.m. for the purpose of: Conference with Labor Negotiator, Discipline/Dismissal/Release, Public Employee Employment and Conference with Real Property Negotiators. Trustee Drehmel moved the meeting to Open Session at 4:33p.m.

OPEN SESSION

1.0 Pledge of Allegiance

The Pledge of Allegiance was recited.

2.0 Approval of Agenda

On a motion from Trustee Volk and seconded by Trustee Leon, the Board voted 5-0-0 to approve the agenda.

3.0 Report out

Trustee Pogar reported that the Board discussed draft letter to dsk Architects.

4.0 Public Comments

N/A

5.0 Consent Agenda:

- 5.1 Approve new Salary Schedule for Classified Specialty Positions
- 5.2 Approve Brook Haven MPR List of Change Orders
 - 5.3 Ally Technology Invoice for New Student Chromebooks for 2020-21
 - 5.4 Policies:
 - BP/AR 0460 – Local Control and Accountability Plan
 - BP 0520 – Intervention for Underperforming Schools
 - BP 0520.1 – Comprehensive and Targeted Support and Improvement
 - BP 1112 – Media Relations
 - BP 1431 – Waivers

On a motion from Trustee Smith and seconded by Trustee Pogar the Board approved the consent agenda.

Ayes: Trustees, Drehmel, Leon, Pogar, Volk and Smith

Noes: None

Absent: None

Not Voting: None

6.0 Workshop

- 6.1 Planning Next Steps for 2020-21 – Molly & Sara shared a presentation that was showed to the teachers last week. This included results from the different surveys that were sent to families, students and teachers. The teachers and administration also discussed the next steps for the next school year.

7.0 Action Items: These items need to be considered individually and acted upon as such by the Board.

- 7.1 On a motion from Trustee Pogar and seconded by Trustee Leon the Board approved 2020-21 Budget
Ayes: Trustees, Drehmel, Leon, Pogar, Volk and Smith
Noes: None
Absent: None
Not Voting: None
- 7.2 On a motion from Trustee Leon and seconded by Trustee Volk the Board approved 20-21 LCAP – COVID19 Operations Written Report
Ayes: Trustees, Drehmel, Leon, Pogar, Volk and Smith
Noes: None
Absent: None
Not Voting: None
- 7.3 On a motion from Trustee Pogar and seconded by Trustee Smith the Board approved Student Teaching Agreement between SUSD & SSU for 2020-21
Ayes: Trustees, Drehmel, Leon, Pogar, Volk and Smith
Noes: None
Absent: None
Not Voting: None
- 7.4 On a motion from Trustee Smith and seconded by Trustee Volk the Board approved SitelogIQ Change Order to Upgrade Park Side HVAC with additional \$10,000 to include deionization components in 6 more units.
Ayes: Trustees, Drehmel, Leon, Pogar, Volk and Smith
Noes: None
Absent: None
Not Voting: None

8.0 Discussion

- 8.1 MPR Progress & Budget Update – Linda reviewed the report in the packet clarifying to the Board what projects are taking the MPR budget past the contingency.

9.0 Planning

- 9.1 Identification of items for future agenda: Policy Review; Planning for 2020-21, Union MOU, New staff
9.2 Next Regular Meetings: July 23, 2020; August 20, 2020

10.0 Adjournment

The meeting was adjourned at 5:57 p.m.

Respectfully submitted,

Linda Irving, Superintendent

Deborah Drehmel, President

Joe Pogar, Clerk

Checks Dated 06/01/2020 through 07/14/2020

Board Meeting Date July 23, 2020

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|--|--------------|
| 1788154 | 06/04/2020 | Ally Technology Consulting | 3,800.00 |
| 1788155 | 06/04/2020 | Apple Computer Co. | 95.92 |
| 1788156 | 06/04/2020 | ATT-Mobility | 55.88 |
| 1788157 | 06/04/2020 | Bay Area Media Masters | 175.00 |
| 1788158 | 06/04/2020 | Bill's Lock And Safe Inc | 51.23 |
| 1788159 | 06/04/2020 | CalPERS | 500.00 |
| 1788160 | 06/04/2020 | Cari Wynkoop | 308.50 |
| 1788161 | 06/04/2020 | Carr's Construction Svc Inc | 291,850.93 |
| 1788162 | 06/04/2020 | Home Depot Commercial Acct | 306.81 |
| 1788163 | 06/04/2020 | Johnson Family Ent, Inc dba Park Landscape Maintenance | 415.00 |
| 1788164 | 06/04/2020 | Kelly-Moore Paints | 133.53 |
| 1788165 | 06/04/2020 | Kyocera Document Solutions Inc | 166.82 |
| 1788166 | 06/04/2020 | LACO Associates Inc | 165.00 |
| 1788167 | 06/04/2020 | Mary S Kaster | 840.00 |
| 1788168 | 06/04/2020 | Sebastopol Hardware Center | 470.19 |
| 1788169 | 06/04/2020 | Sonoma County Office Of Ed. | 2,613.75 |
| 1788170 | 06/04/2020 | Wells Fargo Vendor Finance | 95.92 |
| 1789368 | 06/11/2020 | Alejandra Canul | 39.15 |
| 1789369 | 06/11/2020 | Bodil Wibe Physical Therapist | 292.50 |
| 1789370 | 06/11/2020 | Corner to Corner Cleaning | 4,900.00 |
| 1789371 | 06/11/2020 | Corner to Corner Cleaning | 2,800.00 |
| 1789372 | 06/11/2020 | Corner to Corner Cleaning | 4,100.00 |
| 1789373 | 06/11/2020 | Corner to Corner Cleaning | 4,450.00 |
| 1789374 | 06/11/2020 | Country Linen Service | 76.25 |
| 1789375 | 06/11/2020 | Cypress School | 7,527.88 |
| 1789376 | 06/11/2020 | Fishman Supply Co | 791.28 |
| 1789377 | 06/11/2020 | H & M Development Co | 100.67 |
| 1789378 | 06/11/2020 | Urban Futures Inc | 35,000.00 |
| 1789379 | 06/11/2020 | John Stocksdales | 4,700.00 |
| 1789380 | 06/11/2020 | McKinley Elevator Corp | 295.00 |
| 1789381 | 06/11/2020 | Pacific Gas & Electric Co | 7,506.91 |
| 1789382 | 06/11/2020 | Recology Sonoma Marin | 2,029.49 |
| 1789383 | 06/11/2020 | Robinson Oil | 51.00 |
| 1789384 | 06/11/2020 | Sara Gramm | 419.52 |
| 1789385 | 06/11/2020 | School & College Legal Service c/o Sonoma Co Office of Ed. | 30.00 |
| 1789386 | 06/11/2020 | Sebastopol, City Of | 2,289.95 |
| 1789387 | 06/11/2020 | Sonic.Net LLC | 1,764.49 |
| 1789388 | 06/11/2020 | TIAA Commercial Finance | 1,474.24 |
| 1789389 | 06/11/2020 | Verizon Wireless | 221.80 |
| 1790415 | 06/18/2020 | United Cerebral Palsy of the North Bay Inc | 1,881.97 |
| 1790416 | 06/18/2020 | Fishman Supply Co | 2,077.47 |
| 1790417 | 06/18/2020 | Home Depot Commercial Acct | 1,425.80 |
| 1790418 | 06/18/2020 | Karen Alexander | 109.24 |
| 1790419 | 06/18/2020 | Linda Irving | 2,027.87 |
| 1790420 | 06/18/2020 | Office Depot | 175.40 |
| 1790421 | 06/18/2020 | Plumfield Academy dba Plumfield Inc | 4,106.86 |
| 1790422 | 06/18/2020 | RGM Kramer Inc | 5,487.50 |

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.

ESCAPE ONLINE

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Checks Dated 06/01/2020 through 07/14/2020

Board Meeting Date July 23, 2020

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|--|--------------|
| 1790423 | 06/18/2020 | School & College Legal Service c/o Sonoma Co Office of Ed. | 535.50 |
| 1790424 | 06/18/2020 | Sonoma County Office Of Ed. | 12,716.00 |
| 1790425 | 06/18/2020 | TIAA Commercial Finance | 271.80 |
| 1790426 | 06/18/2020 | W So Co Union High Sch Dist | 167,435.50 |
| 1790427 | 06/18/2020 | West County Community Svcs | 1,080.00 |
| 1791417 | 06/25/2020 | Apple Computer Co. | 1,888.61 |
| 1791418 | 06/25/2020 | AT&T | 559.91 |
| 1791419 | 06/25/2020 | Cari Wynkoop | 75.00 |
| 1791420 | 06/25/2020 | Corner to Corner Cleaning | 3,040.00 |
| 1791421 | 06/25/2020 | Fishman Supply Co | 699.04 |
| 1791422 | 06/25/2020 | Kyocera Document Solutions Inc | 22.24 |
| 1791423 | 06/25/2020 | Mary S Kaster | 280.00 |
| 1791424 | 06/25/2020 | American Fidelity Assurance Co mpany | 564.30 |
| 1791425 | 06/25/2020 | Standard Insurance, The | 99.22 |
| 1791426 | 06/25/2020 | Ross Recreation Equipment Inc | 75,931.75 |
| 1791427 | 06/25/2020 | W So Co Union High Sch Dist | 45,262.50 |
| 1791428 | 06/25/2020 | Waxie Sanitary Supply | 194.63 |
| 1792621 | 07/09/2020 | Advanced Security Systems (SR) | 369.00 |
| 1792622 | 07/09/2020 | Ally Technology Consulting | 3,800.00 |
| 1792623 | 07/09/2020 | Carr's Construction Svc Inc | 448,138.06 |
| 1792624 | 07/09/2020 | Corner to Corner Cleaning | 2,128.00 |
| 1792625 | 07/09/2020 | Corner to Corner Cleaning | 912.00 |
| 1792626 | 07/09/2020 | Corner to Corner Cleaning | 3,500.00 |
| 1792627 | 07/09/2020 | Corner to Corner Cleaning | 4,800.00 |
| 1792628 | 07/09/2020 | Corner to Corner Cleaning | 2,200.00 |
| 1792629 | 07/09/2020 | Corner to Corner Cleaning | 5,800.00 |
| 1792630 | 07/09/2020 | Corner to Corner Cleaning | 3,000.00 |
| 1792631 | 07/09/2020 | Country Linen Service | 209.75 |
| 1792632 | 07/09/2020 | County of Sonoma | 18,206.00 |
| 1792633 | 07/09/2020 | CSBA | 5,208.00 |
| 1792634 | 07/09/2020 | CSBA | 3,795.00 |
| 1792635 | 07/09/2020 | United Cerebral Palsy of the North Bay Inc | 2,644.99 |
| 1792636 | 07/09/2020 | dsk LLP | 36,837.67 |
| 1792637 | 07/09/2020 | Edlio Inc | 3,600.00 |
| 1792638 | 07/09/2020 | Fishman Supply Co | 2,545.93 |
| 1792639 | 07/09/2020 | Frontline Placement Tech Inc | 1,243.10 |
| 1792640 | 07/09/2020 | GAB Enterprises LLC dba The Curriculum Store | 629.10 |
| 1792641 | 07/09/2020 | Home Depot Commercial Acct | 133.69 |
| 1792642 | 07/09/2020 | John Stocksdale | 3,950.00 |
| 1792643 | 07/09/2020 | Johnson Family Ent, Inc dba Park Landscape Maintenance | 645.00 |
| 1792644 | 07/09/2020 | Kelly-Moore Paints | 36.13 |
| 1792645 | 07/09/2020 | Kyocera Document Solutions Inc | 104.44 |
| 1792646 | 07/09/2020 | LACO Associates Inc | 2,053.75 |
| 1792647 | 07/09/2020 | McGrath Rent-Corp | 650.00 |
| 1792648 | 07/09/2020 | Membean Inc | 2,135.00 |
| 1792649 | 07/09/2020 | Multiple Measures LLC | 1,500.00 |
| 1792650 | 07/09/2020 | Mystery Science Inc | 1,798.00 |
| 1792651 | 07/09/2020 | Office Depot | 340.81 |

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.

ESCAPE ONLINE

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Checks Dated 06/01/2020 through 07/14/2020

Board Meeting Date July 23, 2020

| Check Number | Check Date | Pay to the Order of | Check Amount |
|-------------------------------|------------|--------------------------------|---------------------|
| 1792652 | 07/09/2020 | Pacific Gas & Electric Co | 8,447.45 |
| 1792653 | 07/09/2020 | ParentSquare Inc | 2,295.00 |
| 1792654 | 07/09/2020 | Paul Nicholas Boylan, Esq | 409.50 |
| 1792655 | 07/09/2020 | California's Valued Trust | 53,651.79 |
| 1792656 | 07/09/2020 | Standard Insurance, The | 157.76 |
| 1792657 | 07/09/2020 | Public Consulting Group Inc | 2,500.00 |
| 1792658 | 07/09/2020 | Renaissance Learning Inc | 5,368.35 |
| 1792659 | 07/09/2020 | RGM Kramer Inc | 14,865.00 |
| 1792660 | 07/09/2020 | Robin Shields | 269.65 |
| 1792661 | 07/09/2020 | Robinson Oil | 139.59 |
| 1792662 | 07/09/2020 | Sebastopol Hardware Center | 1,028.74 |
| 1792663 | 07/09/2020 | Sebastopol, City Of | 2,438.63 |
| 1792664 | 07/09/2020 | Famand Inc dba SitelogIQ | 11,500.00 |
| 1792665 | 07/09/2020 | Small School Districts' Assoc | 1,850.00 |
| 1792666 | 07/09/2020 | Sonic.Net LLC | 1,786.95 |
| 1792667 | 07/09/2020 | Sonoma County Office Of Ed. | 77.00 |
| 1792668 | 07/09/2020 | Target River | 1,250.00 |
| 1792669 | 07/09/2020 | Teachers' Curriculum Institute | 4,731.00 |
| 1792670 | 07/09/2020 | The Hitmen | 660.00 |
| 1792671 | 07/09/2020 | TIAA Commercial Finance | 291.58 |
| 1792672 | 07/09/2020 | Waxie Sanitary Supply | 180.66 |
| 1792673 | 07/09/2020 | Wells Fargo Vendor Finance | 95.92 |
| Total Number of Checks | | | 117 |
| | | | 1,387,760.71 |

Fund Recap

| Fund | Description | Check Count | Expensed Amount |
|---------------------------|--------------------------------|-------------|---------------------|
| 01 | General Fund | 103 | 491,554.07 |
| 12 | Child Development Fund | 5 | 342.83 |
| 13 | Cafeteria Fund | 1 | 39.15 |
| 21 | Building Fund | 9 | 807,742.91 |
| 25 | Capital Facilities Fund | 2 | 76,581.75 |
| 40 | Spec Rsrve For Cap Outlay Proj | 1 | 11,500.00 |
| Total Number of Checks | | 117 | 1,387,760.71 |
| Less Unpaid Tax Liability | | | .00 |
| Net (Check Amount) | | | 1,387,760.71 |

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.

ESCAPE ONLINE

Sebastopol Union School District

Williams Settlement Quarterly Uniform Complaint Report Summary

Education Code §35186(d): A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county Superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

Reporting Period:

- January 1 – March 30, 2020 April 1 – June 30, 2020
 July 1 – September 30, 2020 October 1 – December 31, 2020

No complaints were received during the above time period

If you received any complaints during the above time period, please complete the following table. Enter "0" in any cell that does not apply.

| General Subject Area | Complaints Received | Complaints Resolved | Unresolved Complaints |
|---|---------------------|---------------------|-----------------------|
| Instruction Material | 0 | 0 | 0 |
| Facilities | 0 | 0 | 0 |
| Teacher Vacancy and/or Mis-Assigned | 0 | 0 | 0 |
| CAHSEE Intensive Instruction and Services | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 |

Board Meeting Date: July 23, 2020
 Date sent to County Superintendent of Schools: July 24, 2019
 Sonoma County Office of Education
 5340 Skylane Blvd.
 Santa Rosa, CA 95403

Sebastopol Union School District

Williams Settlement Quarterly Uniform Complaint Report Summary

Education Code §35186(d): A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county Superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

Reporting Period:

- January 1 – March 30, 2020 April 1 – June 30, 2020
 July 1 – September 30, 2020 October 1 – December 31, 2020

No complaints were received during the above time period

If you received any complaints during the above time period, please complete the following table. Enter "0" in any cell that does not apply.

| General Subject Area | Complaints Received | Complaints Resolved | Unresolved Complaints |
|---|---------------------|---------------------|-----------------------|
| Instruction Material | 0 | 0 | 0 |
| Facilities | 0 | 0 | 0 |
| Teacher Vacancy and/or Mis-Assigned | 0 | 0 | 0 |
| CAHSEE Intensive Instruction and Services | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 |

Board Meeting Date: July 23, 2020
 Date sent to County Superintendent of Schools: July 24, 2019
 Sonoma County Office of Education
 5340 Skylane Blvd.
 Santa Rosa, CA 95403

SEBASTOPOL UNION SCHOOL DISTRICT
Independent Study/Home School Teacher

General Job Description

The Independent Study/Home School Teacher will work with the Vice Principal in executing the Independent Study/Home School program within their assigned grade levels. They work closely with parents and students to create and check individualized learning plans based on provided curriculum, student's present skill levels and academic goals. The Independent Study/Home School Teacher will provide face to face consultation with the student/parent regularly to check on progress. The Independent Study/Home School Teacher will administer assessments and revise student plans as needed. Communicating and documenting student progress is required. The Independent Study/Home School Teacher will also collect work samples for student and audit monitoring.

Duties and Responsibilities of the Independent Study/Home School Teacher

Provide families with grade level materials and district curriculum guidelines or may work with a vendor provided curriculum.

Work to monitor student progress through accessing the Independent Study/Home School portal to view student work completion, either through Google Classroom or vendor provided program.

Assess the needs of assigned students through monitoring of a student portal and reviewing work completion.

Collect work samples for monitoring.

Work with the Vice Principal in executing the Independent Study/Home School program within their assigned grade levels.

Provide face to face consultation with the student/parent at least once every two weeks to check on progress.

Administer assessments and revise student plans as needed. The Independent Study/Home School Teacher will also collect work samples for audit monitoring.

Develop an effective system for checking student performance and progress on a regular and timely basis.

Maintain legally required records of student needs, progress, and skills; provide for the required documentation.

Participate in approved workshops, college level coursework, and district in-services/staff meetings in order to maintain a high level of professional competence in the assigned subject and education in general.

Other Professional Requirements

- Maintain student records.
- Meet with Vice Principal to discuss student progress.
- Be familiar with the laws and requirements around Independent Study programs
- Maintain accurate, up-to-date student attendance and academic progress records.
- Be familiar and support district policies and school procedures regarding student conduct, field trips, use of volunteers in the classroom, student safety and emergency response plans.
- Assist in maintaining organization and cleanliness of program areas, such as clearing and storing materials, etc.
- Follow accepted principles, practices, rules, and regulations of the district
- Perform other related duties as assigned

Responsible to

The Independent Study/Home School Teacher is directly responsible to the School Principal, while also working under the direction of the Superintendent. The vice principal provides direction as needed, supervises and supports the teacher in line with district policy.

Qualifications

- Appropriate California Teaching Credential that authorizes teaching at the assigned grade level and English Learner authorization.
- Prior successful teaching experience with primary-middle age students.
- Evidence of effective organizational management skills.
- Ability to work cooperatively with students, parents, colleagues, and administration
- Effective skills and knowledge to make use of technology in communicating with parents and families, as well as providing for appropriate student and classroom recordkeeping.
- Proficient in Google Suite Applications
- Strong Communication Skills
- Ability to work independently
- Experience with long-term Independent Study/Home School teaching desirable
- Spanish speaking desirable

DISTRICT OFFICE
7611 Huntley St.
Sebastopol, Ca 95472



707-829-4570 office
707-829-7427 fax

www.sebastopolschools.org

DATE: July 23, 2020
TO: The Board of Trustees
FROM: Linda Irving, Superintendent
RE: Surplus Property

Current Surplus Property as of July 14, 2020:

- 6 Tables w metal legs
- 3 Teacher wood desks - old
- 3 4-drawer filing cabinets

PARK SIDE SCHOOL
Linda Irving–Superintendent/Principal
7450 Bodega Avenue
Sebastopol, CA 95472
(707) 829-7409

BROOK HAVEN SCHOOL
Debbie Hanks - Principal
7905 Valentine Avenue
Sebastopol, CA 95472
(707) 829-4590

“Growing Quality”

CONTRACT FOR PERSONAL SERVICES

THIS AGREEMENT, made and entered into on July 1, 2020, by and between the **SEBASTOPOL UNION SCHOOL DISTRICT**, hereinafter called District, and Cari Wynkoop, hereinafter called Contractor.

WHEREAS, the District has a requirement for specific Contractor services and,
WHEREAS, the Contractor is qualified to provide these specific services as more particularly set for in Article I below and,
WHEREAS, the Contractor desires to enter into an agreement with the District to provide these specific services;
NOW, THEREFORE, the District and Contractor do hereby agree as follows:

Article I SERVICES TO BE PROVIDED BY CONTRACTOR

The Contractor shall, working individually and/or in cooperation with District personnel, provide the following specific services: (may include attachments).

Multimedia Communications Designer:
Update design and content (text, images, calendars, dates, files, messages, etc.) on the district website. Design communications materials for use and distribution across platforms. Additionally, train staff on the website and implement future enhancements and features.

Article II TERM OF CONTRACT

The term of this contract shall be from July 1, 2020 to June 30, 2021, inclusive, subject to the provisions of Article XI.

Article III COMPENSATION/PAYMENT

As full compensation for all services specified in Article I, when performed by the Contractor to the complete satisfaction of the District, the latter shall pay to the Contractor the sum of:

\$25 dollars per hour; not to exceed \$600/month

PAYMENT SCHEDULE: Upon Completion x Incremental Other

PAYMENT TERMS: Net 30 days upon receipt of invoice. All invoices to be submitted to:
Sebastopol Union School District, 7611 Huntley St., Sebastopol, CA 95472

Article IV INDEPENDENT CONTRACTOR

In performing the services called for in this contract, the Contractor and its officers, agents and employees are independent contractors and not officers or employees of the District. As an independent contractor, even when acting as an agent or representative of the District, Contractor including its officers, agents and employees, shall not be entitled to any of the benefits or rights accruing to a District officer or employee.

Article V INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify District, its officers, agents and employees, from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Contractor's activities under this contract. This obligation shall continue beyond the term of this contract as to any act or omission which occurred during or under this contract.

Article VI INSURANCE

Contractor certifies that he/she understands any peculiar risks associated with the work to be performed under this contract and further certifies that all necessary safeguards and protective devices will be used to ensure a safe performance and completion. Contractor agrees, during the term of this contract, to maintain at Contractor's sole expense all necessary insurance for its employees and agents, including but not limited to, worker's compensation, disability, and unemployment insurance, and to provide District with certification upon request. Certification of workers compensation required for this contract? **Yes** **No** X

CONTRACT FOR PERSONAL SERVICES, PAGE TWO

Article VI Insurance (Continued)

Contractor shall file with District a policy of liability insurance, issued by a company duly and legally licensed to transact business in the State of California, covering personal injuries, including wrongful death, and claims for property damage that arise from Contractor's activities pursuant to this contract. The insurance certificate shall be issued at the expense of the Contractor and shall name District, its officers, agents and employees, as additional insureds. Certificate of liability insurance required? Yes _____ No X

When certificates are required as indicated above, they must be received by District prior to services being provided by Contractor.

Article VII FUNDS

Payment for services under this contract is contingent upon availability of funds.

Article VIII CERTIFICATION BY PUBLIC AGENCY EMPLOYEE

Contractor certifies that he/she will not receive salary or other remuneration, other than vacation pay, from any other public agency for the service performed under this contract. Nor shall any employee of Contractor receive double pay.

Article IX TAXES

Contractor agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this contract. In case District is audited for compliance regarding any applicable taxes, Contractor agrees to furnish District will proof of payment of taxes on those earnings. District will file IRS Form 1099 in accordance with all applicable rules and regulations. Contractor agrees to furnish IRS Form W-9.

Article X TERMINATION

District may terminate this contract by giving thirty (30) days written notice to Contractor. In the event District elects to terminate contract without cause, District shall pay Contractor for services rendered to such date. If either party fails to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violates any of the terms of this contract, either party may terminate this contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all services satisfactorily provided to such date.

IN WITNESS WHEREOF, the parties hereto have executed this contract:

SEBASTOPOL UNION SCHOOL DISTRICT

CONTRACTOR:

Superintendent

Cari Wynkoop

Date

Date

Contractor Name, Address, Phone:

Cari Wynkoop
cariwynkoop@gmail.com
8200 Mill Station Rd.
Sebastopol, CA 95472
(707) 303-6363



AGREEMENT CHANGE ORDER NO.: 02

Agreement: Sebastopol Union School District
Contract for Energy Efficiency Design / Build Services (4217)
Original Agreement Effective Date: April 10, 2020

This Change Order No.: 2 – Additional Scope of Work, made by and between Sebastopol Union School District hereinafter designated as “Customer”, and Famand, Inc. (dba SitelogIQ), hereinafter designated as “Contractor”, mutually agree to the following additional Scope of Work to the above contract between the parties; hereinafter called the “Original Agreement”. All other terms & conditions of the Original Agreement are to remain unchanged.

A.1 Parkside Elementary School Total Investment: **\$18,452.00**

To improve indoor air quality, (2) 3-ton furnaces for the library and (1) 25 ton packaged RTU for the MPR, will be equipped with bi-polar ionization device manufactured by GPS. GPS device will help in reducing airborne particles (dust, pollen), odor reduction (VOC’s) and pathogen reduction (bacteria, viruses, mold spores). The GPS devices for the 3-ton units will produce >400 million ION/Sec and the GPS device for the 25-ton unit will produce >8.7 billion ION/Sec.

1.1 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

- Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- All work is to be completed during normal or shift working hours. Any request by Customer to change working times may result in a change order for added overtime rates.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- DSA fees, reviews and approvals.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Any items not specified in this Scope of Work.

2.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

It will be the Customer’s responsibility to temporarily relocate the students to other classrooms and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of Customer’s operation, coordination and scheduling items



Corporate Address: 1512 Silica Ave
Sacramento, CA 95815
CA License #:646794

shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining all necessary equipment, parts and materials needed for installation. It is anticipated the construction of this project would be started approximately 6-8 weeks after receipt of the Notice of Proceed.

Customer and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

Signatures:

SEBASTOPOL UNION SCHOOL DISTRICT

Signature: _____

Name: _____

Title: _____

Date: _____

SITELOGIQ

Signature: _____

Name: Kecia Davison

Title: Vice President, Business Development

Date: _____



QUOTATION

7901 Jones Branch Drive, Suite 350, McLean, Virginia 22102
(240) 482-3500 | fax: (240) 482-3505 | www.kajeet.com

Account Name Sebastopol Union Schools
Bill To 7611 Huntley St
Sebastopol,, CA 95472

Prepared By Richard Strisik Created Date 7/16/2020
Phone 240-482-3531 Quote Number Q# 202007-013091
Email rstrisik@kajeet.com Opportunity Number OPTY 202004-14424

| Product | Product Code | List Price | Sales Price | Quantity | Total Price |
|-------------------------|--------------|------------|-------------|----------|-------------|
| Complete Unlimited Plan | CPLTUNL | \$44.97 | \$44.97 | 250.00 | \$11,242.50 |
| SmartSpot V400 | SSV400 | \$99.97 | \$99.97 | 15.00 | \$1,499.55 |

| | |
|--------------------|-------------|
| Subtotal | \$12,742.05 |
| Telecom Admin Fees | \$775.73 |
| Quote Shipping | \$25.00 |
| Quote Grand Total | \$13,542.78 |

Due to exceptional demand and the Kajeet COVID-19 response plan Kajeet makes the following declarations:

- Orders will be filled on a **First Come, First Served** basis using the date/time stamp of **Purchase Order** receipt by Kajeet.
- New POs will enter the fulfillment queue behind all prior orders, *regardless of PO size/volume*.
- Kajeet can **only** provide an ETA for fulfillment **after** the PO is in the queue.
- POs will be filled with SmartSpot devices matching Customer's specified Network Carrier requirements.
 - Flexibility in Network Carrier requirements **may** improve fulfillment time by expanding device supply options.
- Kajeet can make **no guarantees** on inventory availability or on fulfillment times **before** receipt of a valid Purchase Order.
- Expedited shipping (overnight air) **must** be paid for on Purchase Order to be valid.

Kajeet powers the K-12 mobile environment by providing and managing safe, mobile connectivity and providing visibility into learning. Kajeet extends the school day with Wi-Fi on the bus and Internet access outside the classroom; provides continuity of business through wireless fail-over connectivity; manages student mobile devices anywhere; and centrally administers school IoT platforms.

TERMS & CONDITIONS

- All prices are quoted in U.S. Dollars. All prices valid only through Kajeet direct sales. Quote is valid for 7 days. The amount presented in this quotation is confidential & proprietary and intended for the consideration of the Buyer. Buyer and Kajeet will sign and execute a Services Agreement prior to execution of the program. Credit card payments are subject to a 5.0% processing fee. Kajeet W-9 available upon request. Kajeet®, Arterra Mobility®, and Otarris™ products and services are protected by the following issued U.S. patents 8,929,857; 8,918,080; 8,774,755; 8,774,754; 8,755,768; 8,731,517; 8,725,109; 8,712,371; 8,706,079; 8,667,559; 8,644,796; 8,639,216; 8,634,803; 8,634,802; 8,634,801; 8,630,612; 8,611,885; 8,600,348; 8,594,619; 8,588,735; 8,285,249; 8,078,140; 7,945,238; 7,899,438; 7,881,697. Other patents are pending. Kajeet®, Kajeet SmartSpot®, Education Broadband™, SmartBus™, SmartSpot Protection™, Kajeet Complete™, Kajeet Custom™, Arterra Mobility®, and Sentinel® are trademarks of Kajeet, Inc.
- Telecom, Network and Admin Fees (TAF) defray a wide variety of Federal, State, and/or Local fees charged to telecommunications carriers and are subject to a 6.9% fee on data-related services. This is not state or federal sales tax.
- Shipping costs related to hardware only.
- Sales tax is an estimate based on your state and/or locality. Sales tax is calculated on equipment only. The PO must contain the correct sales tax amount and is the responsibility of the PO issuer. If Sales tax line item is blank; Applicable state sales taxes are not included in this quotation.

4100 Jurupa St.
 Suite 102
 Ontario, CA 91761
 888-937-3005

| | |
|----------|------------|
| Date | Estimate # |
| 6/4/2020 | 5632 |

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|---|
| Name / Address |
| Sebastopol Union School District Linda Irving 7611 Huntley Street Sebastopol, CA 95472 |

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| Ship To |
| Brook Haven School Attn: Cafeteria Furniture 7905 Valentine Ave. Sebastopol, CA 95472 |

| | |
|--------------------------------------|-----|
| Project | Rep |
| Brook Haven MS Cafeteria Furniture | KM |

| Item | Description | Qty | Rate | Total |
|---------|--|-----|----------|------------|
| 63-1001 | Sebastopol USD Brook Haven Cafeteria Furniture Style: MFBSP245 - Mobile Folding Booth - 60"L Fiberglass Backpad: Red Fiberglass Seat: Red Laminate Back Panel: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Back Panel Edge: Dyna-Rock - Blue Booth Frame: Metallic Titanium Booth Wheel Color: Standard Table Top Size: 24"D x 60"W x 29"H Table Top Laminate: Logo Top 3 Table Edge: Dyna-Rock - Red Table Base Finish: Metallic Titanium Table Wheel Color: Standard | 2 | 5,446.29 | 10,892.58T |

| | |
|-----------------------------------|---|
| Estimate valid for 60 days | Subtotal |
| | Sales Tax (9.0%) |
| | Total |
| Signature: _____ Date: _____ | Email Inquiries to: _____ Website: _____ |
| Print Name: _____ | sales@onpointclassroom.com www.onpointclassroom.com |
| Email or Phone: _____ | |

**Email Signed Estimate or Purchase Orders to:
 orders@onpointclassroom.com**



Estimate

4100 Jurupa St.
 Suite 102
 Ontario, CA 91761
 888-937-3005

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| Date | Estimate # |
| 6/4/2020 | 5632 |

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|--------------------------------------|-----|
| Project | Rep |
| Brook Haven MS Cafeteria Furniture | KM |

| Item | Description | Qty | Rate | Total |
|---------|--|-----|----------|-----------|
| 63-1002 | Style: MFBSP245 - Mobile Folding Booth - 60"L Fiberglass Backpad: Blue Fiberglass Seat: Blue Pepper Laminate Back Panel: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Back Panel Edge: Dyna-Rock - Blue Booth Frame: Metallic Titanium Booth Wheel Color: Standard Table Top Size: 24"D x 60"W x 29"H Table Top Laminate: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Table Edge: Dyna-Rock - Black Table Base Finish: Metallic Titanium Table Wheel Color: Standard | 2 | 4,787.81 | 9,575.62T |

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|-----------------------------------|-----------------|
| Estimate valid for 60 days | Subtotal |
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| Signature: _____ Date: _____ | Sales Tax (9.0%) |
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| Print Name: _____ | Total |
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| sales@onpointclassroom.com | www.onpointclassroom.com |
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 888-937-3005

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|--------------------------------------|------------|
| Project | Rep |
| Brook Haven MS Cafeteria Furniture | KM |

| Item | Description | Qty | Rate | Total |
|---------|---|-----|----------|-----------|
| 63-6001 | Style: HDRR32 - Recycling Receptacle Back Laminate: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Side Laminate: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Top Lamainte: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Door Laminate: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Edges: Dyna-Rock - Gray Frame Finish: Black Metal Wheel Color: Black | 2 | 1,356.96 | 2,713.92T |
| 63-6002 | Style: HDWR32 - Waste Receptacle Back Laminate: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Side Laminate: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Top Lamainte: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Door Laminate: Wilsonart - Silver Oak Ply - 8203K-28 (Horizontal Woodgrain) Edges: Dyna-Rock - Gray Frame Finish: Black Metal Wheel Color: Black | 2 | 1,356.96 | 2,713.92T |

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| Estimate valid for 60 days | Subtotal |
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| Sales Tax (9.0%) | |
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| Total | |
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| sales@onpointclassroom.com | www.onpointclassroom.com |
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Signature: _____ Date: _____

Print Name: _____

Email or Phone: _____

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 888-937-3005

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| Brook Haven School Attn: Cafeteria Furniture 7905 Valentine Ave. Sebastopol, CA 95472 |

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|--------------------------------------|------------|
| Project | Rep |
| Brook Haven MS Cafeteria Furniture | KM |

| Item | Description | Qty | Rate | Total |
|---------|---|-----|----------|-----------|
| 63-4001 | Style: MGST3652-42H - Collaboration Table Table Top Size: 36"D x 52"W x 42"H Table Top Laminate: Wilsonart - Black - 1595-60 Table Edge: Dyna-Rock - Blue Stool Top Color: Red Stool Bottom Color: Blue Frame Finish: Metallic Titanium Wheel Color: Standard | 3 | 1,684.66 | 5,053.98T |
| 63-5001 | Style: MSBWT1262 - Mobile Table w Bench & Stools Table Top Size: 35"D x 12'1"W x 29"H Table Top Laminate: Logo Top 2 Table Edge: Dyna-Rock - Gray Bench Laminate: Wilsonart - Berry - Y0667-60 Bench Edge: Dyna-Rock - Black Stool Top: Blue Stool Bottom: Black Frame Finish: Metallic Titanium Wheel Color: Standard | 2 | 2,650.84 | 5,301.68T |

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| Estimate valid for 60 days | Subtotal |
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| Signature: _____ Date: _____ | Sales Tax (9.0%) |
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| Print Name: _____ | Total |
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| Email or Phone: _____ | Email Inquiries to: | Website |
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| Name / Address |
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| | |
|--------------------------------------|------------|
| Project | Rep |
| Brook Haven MS Cafeteria Furniture | KM |

| Item | Description | Qty | Rate | Total |
|---------|--|-----|----------|-----------|
| 63-5002 | Style: MSBWT1262 - Mobile Table w Bench & Stools Table Top Size: 35"D x 12'1"W x 29"H Table Top Laminate: Wilsonart - Silver Oak Ply - 8203K-28 Table Edge: Dyna-Rock - Gray Bench Laminate: Wilsonart - Black - 1595-60 Bench Edge: Dyna-Rock - Red Stool Top: Red Stool Bottom: Black Frame Finish: Metallic Titanium Wheel Color: Standard | 2 | 1,887.74 | 3,775.48T |
| 63-5004 | Style: MSE610 - Mobile Elliptical Table w Stools Table Top Size: 54"D x 6'1"W x 29"H Table Top Laminate: Wilsonart - Lapis Blue Wood - Y0319-60 Table Edge: Dyna-Rock - Black Stool Top: Gray Stool Borrom: Black Frame Finish: Metallic Titanium Wheel Color: Standard | 2 | 1,813.89 | 3,627.78T |

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|-----------------------------------|---|
| Estimate valid for 60 days | Subtotal |
| | Sales Tax (9.0%) |
| | Total |
| Signature: _____ Date: _____ | Email Inquiries to: _____ Website: _____ |
| Print Name: _____ | sales@onpointclassroom.com www.onpointclassroom.com |
| Email or Phone: _____ | |

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| Brook Haven School Attn: Cafeteria Furniture 7905 Valentine Ave. Sebastopol, CA 95472 |

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|--------------------------------------|------------|
| Project | Rep |
| Brook Haven MS Cafeteria Furniture | KM |

| Item | Description | Qty | Rate | Total |
|----------|---|-----|----------|-----------|
| 63-5003 | Style: MSE610 - Mobile Elliptical Table w Stools Table Top Size: 54"D x 6'1"W x 29"H Table Top Laminate: Logo Top 1 Table Edge: Dyna-Rock - Black Stool Top: Blue Stool Borrom: Black Frame Finish: Metallic Titanium Wheel Color: Standard | 4 | 2,349.29 | 9,397.16T |
| 63-5004 | Style: MSE610 - Mobile Elliptical Table w Stools Table Top Size: 54"D x 6'1"W x 29"H Table Top Laminate: Wilsonart - Silver Oak Ply - 8203K-28 Table Edge: Dyna-Rock - Black Stool Top: Gray Stool Borrom: Black Frame Finish: Metallic Titanium Wheel Color: Standard | 2 | 1,813.89 | 3,627.78T |
| 63-3001 | Style: FLCHCT5 - Folding Chair Cart 5 Frame: Black | 5 | 443.09 | 2,215.45T |
| 63-2001 | Style: FC1 - Folding Chair 1 Back: TBD Seat: TBD Frame: TBD | 216 | 39.9912 | 8,638.10T |
| Shipping | Shipping | | 7,990.40 | 7,990.40 |

| | |
|-----------------------------------|-----------------|
| Estimate valid for 60 days | Subtotal |
|-----------------------------------|-----------------|

| | |
|------------------------------|-------------------------|
| Signature: _____ Date: _____ | Sales Tax (9.0%) |
|------------------------------|-------------------------|

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| Print Name: _____ | Total |
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4100 Jurupa St.
 Suite 102
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 888-937-3005

| Date | Estimate # |
|----------|------------|
| 6/4/2020 | 5632 |

| Name / Address |
|---|
| Sebastopol Union School District Linda Irving 7611 Huntley Street Sebastopol, CA 95472 |

| Ship To |
|--|
| Brook Haven School Attn: Cafeteria Furniture 7905 Valentine Ave. Sebastopol, CA 95472 |

| Project | Rep |
|--------------------------------------|-----|
| Brook Haven MS Cafeteria Furniture | KM |

| Item | Description | Qty | Rate | Total |
|-----------|---|-----|----------|----------|
| 100-0006 | Principal Consulting Services - Customer Consultations - Vendor Communication - Documentation - Design Presentations | 8 | 225.00 | 1,800.00 |
| 100-0002 | Project Design Services - Space Design - Furniture Recommendations - Custom Logos - Color Scheme - Finishes & Specifications | 4 | 125.00 | 500.00 |
| 100-0005 | Project Management - Customer Contact - Installation Coordination - Vendor Coordination - Delivery Coordination | 8 | 125.00 | 1,000.00 |
| Logistics | Logistics - Receiving Labor - Materials - Equipment (forklift and pallet jacks) - Trash Removal | 1 | 3,980.00 | 3,980.00 |

| | | | |
|-----------------------------------|--|----------------------------|--------------------------|
| Estimate valid for 60 days | | Subtotal | |
| Signature: _____ Date: _____ | | Sales Tax (9.0%) | |
| Print Name: _____ | | Total | |
| Email or Phone: _____ | | Email Inquiries to: | Website |
| | | sales@onpointclassroom.com | www.onpointclassroom.com |

**Email Signed Estimate or Purchase Orders to:
 orders@onpointclassroom.com**



Estimate

4100 Jurupa St.
 Suite 102
 Ontario, CA 91761
 888-937-3005

| | |
|----------|------------|
| Date | Estimate # |
| 6/4/2020 | 5632 |

| |
|---|
| Name / Address |
| Sebastopol Union School District Linda Irving 7611 Huntley Street Sebastopol, CA 95472 |

| |
|--|
| Ship To |
| Brook Haven School Attn: Cafeteria Furniture 7905 Valentine Ave. Sebastopol, CA 95472 |

| | |
|--------------------------------------|-----|
| Project | Rep |
| Brook Haven MS Cafeteria Furniture | KM |

| Item | Description | Qty | Rate | Total |
|--------------|---|-----|----------|----------|
| Installation | Installation - Unboxing and Staging - Installation Labor - Furniture Setup - Cleaning | 1 | 4,200.00 | 4,200.00 |
| TRAVEL | Travel Costs - Travel - Lodging - Expenses | 1 | 3,800.00 | 3,800.00 |

| | | |
|-----------------------------------|-----------------|-------------|
| Estimate valid for 60 days | Subtotal | \$90,803.85 |
|-----------------------------------|-----------------|-------------|

| | | |
|--|-------------------------|------------|
| | Sales Tax (9.0%) | \$6,078.01 |
|--|-------------------------|------------|

| | | |
|--|--------------|-------------|
| | Total | \$96,881.86 |
|--|--------------|-------------|

Signature: _____ Date: _____

Print Name: _____

Email or Phone: _____

| | |
|----------------------------|--------------------------|
| Email Inquiries to: | Website |
| sales@onpointclassroom.com | www.onpointclassroom.com |

**Email Signed Estimate or Purchase Orders to:
 orders@onpointclassroom.com**



Estimate

4100 Jurupa St.
 Suite 102
 Ontario, CA 91761
 888-937-3005

| Date | Estimate # |
|-----------|------------|
| 6/26/2020 | 5648 |

| Name / Address |
|---|
| Sebastopol Union School District Linda Irving 7611 Huntley Street Sebastopol, CA 95472 |

| Ship To |
|---|
| Park Side School Attn: Cafeteria Furniture 7450 Bodega Avenue Sebastopol, CA 95472 |

| Project | Rep |
|------------------------------------|-----|
| Park Side ES Cafeteria Furniture | KM |

| Item | Description | Qty | Rate | Total |
|----------|---|-----|----------|------------|
| | Sebastopol USD Park Side Cafeteria Furniture | | | |
| 57-1019 | 59T ELONGATED - 8 STOOL 27"H x 48"W x 60"L Frame: Powdercoat Laminate: Standard Edge: EdgeGuard Stool Color: TBD | 10 | 1,849.29 | 18,492.90T |
| Shipping | Shipping | 1 | 4,427.33 | 4,427.33 |
| | Installation services not quoted Availavle upon request | | | |

| | | |
|-----------------------------------|----------------------------|--------------------------|
| Estimate valid for 60 days | Subtotal | \$22,920.23 |
| | Sales Tax (9.0%) | \$1,664.36 |
| | Total | \$24,584.59 |
| | Email Inquiries to: | Website |
| | sales@onpointclassroom.com | www.onpointclassroom.com |

Signature: _____ Date: _____

Print Name: _____

Email or Phone: _____

**Email Signed Estimate or Purchase Orders to:
 orders@onpointclassroom.com**

6.0 REPORTS

SUSD Facility Update July 23, 2020

1. Brook Haven Multi-Use Building MPR.

- The project is still on schedule
- We will need to order tables and equipment for the MPR outside of the project. Ratification is in your July 23 Board Agenda
- See photos below of the MPR progress as of early July. R&R started rebar installation on July 6th.
- Still waiting on DSA to complete the review process of the solar blocking. Currently supposed to be in the Question and Answer phase.
- Stucco repair was completed.



2. Energy Management Project

The Brook Haven HV/AC will be completed by the end of school but Park Side will not be finished until early October. In the meantime, high quality MERV filters are being installed. BH Hvac is set to be completed in mid to late August.

3. Facilities and Furniture under COVID

Bob, Brent and Linda staged furniture with social distancing in classrooms for teachers to choose from. This does not leave room for the extras like a large rug for sitting on the floor, small group work stations, dollhouses, classroom libraries.... Room 19 is getting flooring repaired and replaced. 1/2 of the material is donated by KYA/Flooring company. Please refer to the Reopening Plan for further facility details over COVID.

7.0 WORKSHOP FOR REOPENING PLAN

This plan is under separate cover.

8.0 ACTION ITEMS

8.1 Consider Approval of Reopening Plan to Include Starting Model and Reevaluation Date

8.2 Public Hearing for Resolution 20/21-01 Parcel Tax Measure

RESOLUTION NO. 20/21-01

**BOARD OF TRUSTEES
SEBASTOPOL UNION SCHOOL DISTRICT**

**RESOLUTION ORDERING AN ELECTION FOR THE PURPOSE OF
SUBMITTING TO THE QUALIFIED ELECTORS OF THE DISTRICT THE
QUESTION OF LEVYING AN EDUCATION PARCEL TAX UPON EACH
PARCEL IN THE DISTRICT FOR EDUCATIONAL PURPOSES AND
ESTABLISHING THE SPECIFICATIONS OF THE ELECTION ORDER**

WHEREAS, the Sebastopol Union School District (the "District") is devoted to providing high quality public education for local school students, and in order to provide additional revenues to the District for such purposes, the voters of the District have previously approved Measure O at an election held on November 6, 2012, pursuant to which the District is authorized to levy a parcel tax in the amount of \$76 per year for eight years; and

WHEREAS, in order to continue to generate sufficient funds to maintain educational programs in the District, the Board of Trustees of the District (the "Board") wishes at this time to call an election on a ballot proposition authorizing the continued levy of a parcel tax within the District; and

WHEREAS, Section 4 of Article XIII A of the California Constitution and California Government Code Sections 50079 et seq. and 50075 et seq. (the "Parcel Tax Law") authorize a school district, upon approval by two-thirds of the electorate voting on the measure, to levy a qualified special tax for specified purposes following notice and a public hearing; and

WHEREAS, November 3, 2020 is an established election date and a statewide election date pursuant to the provisions of the California Elections Code; and

WHEREAS, the Board has on this date held a public hearing, which was duly noticed, where all interested persons have been heard on the matter of holding an election in the District on the matter of levying a qualified special tax on each parcel in the District; and

WHEREAS, the Board desires at this time to order an election to be held on November 3, 2020 in the District for the purpose of submitting to the voters in the District the matter of levying a qualified special tax on each parcel in the District pursuant to the Parcel Tax Law for educational purposes (sometimes referred to herein and in the exhibits attached hereto as an "education parcel tax") and to designate the specifications thereof, pursuant to Education Code Section 5320 et seq. and to request consolidation with all other elections held in the District on such date, and to request the Sonoma County Registrar of Voters to perform election services for the District;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SEBASTOPOL UNION SCHOOL DISTRICT DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

Section 1. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether an education parcel tax shall be levied and collected in the District for the specific purposes as set forth more fully in the ballot proposition approved herein and as set forth on Exhibits A and B hereto. This Resolution constitutes the order of the District to call such election and shall constitute the “specifications of the election order” pursuant to Education Code Section 5322.

Section 2. Election Date. The date of the election shall be November 3, 2020, and the election shall be held solely within the boundaries of the District.

Section 3. Purpose of Election; Ballot Proposition. The purpose of the election shall be for the voters in the District to vote on a proposition, a full copy of which is attached hereto and marked Exhibit “A”, containing the question of whether the District shall levy an education parcel tax in the District for the specific purposes stated therein, together with the accountability requirements of Government Code Section 50075.1. The Sonoma County Registrar of Voters is requested to print the entirety of Exhibit “A” in the ballot pamphlet. As required by Education Code Section 5322 and Elections Code Section 13247, the abbreviated form of the measure (75 words) to appear on the ballot is attached hereto and marked as Exhibit “B”. The Board hereby authorizes and directs the Superintendent or her designee to make any changes to the text of the proposition as required, upon the advice of legal counsel, to conform to any requirements of the Parcel Tax Law or the Sonoma County Registrar of Voters, which changes shall be evidenced by a direction letter executed by the Superintendent and delivered to the County Registrar of Voters.

Section 4. Authority for Election. The authority for ordering the election is contained in Section 4 of Article XIII A of the California Constitution and California Government Code Sections 50079 et seq. and 50075 et seq. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 5. Type of Tax Rate, and Method of Collection. Said education parcel tax shall be levied in an equal amount against each parcel of taxable real property in the District in the amount of \$76 annually per parcel for eight years, commencing with fiscal year 2021-22.

A parcel shall be defined as any unit of land in the District that receives a separate tax bill from the Sonoma County Tax Collector, and shall be collected in the same manner and subject to the same penalty or penalties as other taxes fixed and collected by the County on behalf of the District. However, with respect to any parcel that is classified by the Sonoma County Assessor as a timeshare property, for the purposes of levying and collecting the special tax against such parcels, to the extent permitted by law such levy shall be set in an amount proportional to the percentage of the year owned by said timeshare.

Section 6. Exemptions. All property that would otherwise be exempt from property taxes will also be exempt from the qualified special tax. An exemption shall be available to persons who are 65 years or older and own and occupy as a principal residence a parcel and apply to the District for such exemption under procedures established by the District or otherwise as required by law or by the Sonoma County Tax Collector. An exemption shall be available to persons who receive Supplemental Security Income for a disability, regardless of age, and own and occupy as a principal residence a

parcel and apply to the District for such exemption under procedures established by the District or otherwise as required by law or by the Sonoma County Tax Collector.

Section 7. Accountability Requirements.

(a) *Government Code 50075.1 Requirements.* The members of the Board, the Superintendent and officers of the District are hereby directed, individually and collectively, to comply with the accountability measures pursuant to Government Code Section 50075.1 that include, but are not limited, to the following: (a) the measure shall include a statement indicating the specific purposes of the education parcel tax, (b) the measure shall require that the proceeds of the education parcel tax be applied only to the specific purposes identified in the ballot measure, (c) the measure shall require the creation of an account into which the proceeds of the education parcel tax shall be deposited, and (d) the measure shall require that the District prepare an annual report pursuant to Government Code Section 50075.3 as provided in Section 8 hereof. Such accountability measures shall be set forth on the ballot in the form of Exhibit A attached hereto and incorporated herein by reference.

(b) *Citizens' Oversight Committee.* In addition, the governing board of the District will appoint a Citizens' Oversight Committee with responsibility to review the expenditures of the District from the education parcel tax to ensure the proceeds of the education parcel tax are expended for the specific purposes set forth in the measure, and to prepare an annual report to the District and the public concerning the expenditure of the proceeds of the education parcel tax. The governing board of the District, if the measure is successful, will adopt bylaws governing the administration of the Citizens' Oversight Committee.

Section 8. Annual Report. Pursuant to Government Code Section 50075.3, the Board directs the chief fiscal officer of the District to file a report with the Board each year containing (a) the amount of education parcel tax funds collected and expended and (b) the status of any project required or authorized to be funded from the proceeds of the education parcel tax as identified in the measure.

Section 9. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution for receipt no later than 88 days prior to the November 3, 2020 election date, as follows:

- (a) County Elections Officer (as required pursuant to Education Code Section 5322 and Elections Code Section 10403),
- (b) County Board of Supervisors (as required pursuant to Elections Code Section 10403), and
- (c) County Superintendent of Schools for the purposes of noticing the election on the measure pursuant to Education Code Section 5325(a).

Section 10. Consolidation of Election. The County Elections Officer and the Sonoma County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 3, 2020, within

the District. The District acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code Section 10418.

Section 11. Ballot Arguments. Any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The Superintendent, President of the Board, or their designees, are hereby authorized to execute any document and to perform all acts necessary to place the measure on the ballot.

Section 12. Notice of Election. That the County Elections Officer is hereby requested to prepare a formal Notice of Election in time, form and manner as required by law, and the County Superintendent of Schools is hereby requested to post such notice in accordance with Education Code Section 5325. The suggested form of notice of the election is as follows:

**SEBASTOPOL UNION SCHOOL DISTRICT
ELECTION NOTICE**

NOTICE IS HEREBY GIVEN to the qualified electors of the Sebastopol Union School District (the "District") of Sonoma County, that in accordance with law, an election will be held on Tuesday, the 3rd of November, 2020 in the District, at which election there will be submitted the question of levying a qualified special tax on each nonexempt parcel of land in the District for the purpose of providing funds for the cost of public education.

Section 13. Reimbursement for Services Performed. The Sebastopol Union School District agrees to reimburse the County Elections Officer/Registrar of Voters for services performed with respect to the election called herein following completion of such services and upon presentation of a bill.

Section 14. Legal Services. The Board retains the firm of Jones Hall, A Professional Law Corporation as Legal Counsel in connection with its parcel tax proceedings pursuant to a service agreement on file with the Superintendent, who is authorized to execute said agreement.

Section 15. Election Pursuant to Law. In all particulars not recited in this Resolution, said election shall be held and conducted as provided by law for holding school district elections in the District.

Section 16. Certification by Clerk of the Board That the Clerk of the Board shall certify to the passage and adoption of this resolution and shall make minutes of the passage and adoption therefore in the records of the proceedings of the Board of Trustees of the District, in the minutes of the meeting at which the same is passed and adopted.

Section 17. Effective Date. This Resolution shall take effect on and after its adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Sebastopol Union School District of Sonoma County, being the Board authorized by law to make the designations therein contained by the following vote, on July 23, 2020.

Adopted by the following votes:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

Attest:

President of the Board

Clerk of the Board

EXHIBIT A

BALLOT MEASURE FULL TEXT OF MEASURE

INTRODUCTION

To provide stable funding the State cannot take away, not increase the existing tax rate, protect academic programs in reading assistance, writing, math, art, science and music, retain qualified teachers, and maintain student counseling services, shall Sebastopol Union School District's measure levying \$76.00 per parcel annually for eight years, be adopted, raising \$_____annually with an independent citizens 'oversight committee, have no funds for administrators' salaries, provide a senior citizens' exemption and have all funds stay local?

PURPOSES

To provide local revenue that cannot be taken by the State and to aid in preserving and improving academic programs in our schools, the Sebastopol Union School District proposes to levy and collect a qualified special parcel tax for a period of eight years, beginning July 1, 2021, in the amount of \$76 per parcel and to implement accountability measures to provide oversight and accountability to ensure that funds are used to:

- Protect core academic programs in reading, writing, math and science;
- Retain teachers;
- Maintain student counseling services;
- Help protect the number of instructional days in the school year; and
- Provide books and instructional materials, including classroom technology

The Board of Trustees will utilize parcel tax proceeds for the purposes listed above, unless the Board of Trustees determines in any given year that changes in student population, fiscal constraints, or other changes in state or federal funding make doing so infeasible or inadvisable. In any event, the Board of Trustees will not fund any program other than those listed above from the proceeds of the special parcel taxes.

EDUCATION PARCEL TAX AND PROCEDURES

Amount of Education Parcel Tax. Subject to two-thirds approval of the voters, the education parcel tax of \$76 per parcel (except exempt parcels, as described below) shall become effective commencing with fiscal year 2021-22 and be collected by the Sonoma County Tax Collector at the same time as and along with, and shall be subject to the same penalties as general *ad valorem* taxes collected by said tax collector.

Definition of Parcel. A parcel shall be defined as any unit of land in the District that receives a separate tax bill from the Sonoma County Tax Collector. However, with respect to any parcel that is classified by the Sonoma County Assessor as a timeshare property, for the purposes of levying and collecting the special tax against such parcels, to the extent permitted by law such levy shall be set in amount proportional to the percentage of the year owned by said timeshare.

Exemptions. The following exemptions shall apply to the levy of the qualified special tax.

- *Otherwise Exempt Property.* All property that would otherwise be exempt from property taxes shall also be exempt from the parcel tax.
- *Senior Citizen Exemption.* An exemption shall be available to persons who are 65 years or older and own and occupy as a principal residence a parcel subject to the parcel tax.
- *Supplemental Security Income Exemption.* An exemption shall be available to persons who receive Supplemental Security Income (“SSI”) for a disability regardless of age, and own and occupy as a principal residence a parcel subject to the parcel tax.

Exclusive Procedures. The procedures described herein with respect to the levy and collection of the education parcel tax and exemptions, and any additional procedures established by the Board of Trustees of the District, shall be the exclusive claims procedure for claimants seeking an exemption, refund, reduction, or re-computation of the qualified special tax. Whether any particular claim is to be resolved by the District or by the County shall be determined by the District, in coordination with the County as necessary. The District’s Board of Trustees may adopt such additional or supplemental procedures as it deems necessary or convenient for the administration of the education parcel tax.

ACCOUNTABILITY MEASURES

Government Code Accountability. In accordance with the requirements of California Government Code sections 50075.1 and 50075.3, the following accountability measures, among others, shall apply to the qualified special taxes levied in accordance with this Measure:

- the specific purposes of the education parcel tax shall be those purposes identified above under the heading “PURPOSES,”
- the proceeds of the education parcel tax shall be applied only to those specific purposes identified above under the heading “PURPOSES,”
- a separate, special account shall be created into which the proceeds of the education parcel tax must be deposited; and
- the chief fiscal officer of the District shall file an annual written report with the Board of Trustees of the District showing (1) the amount of funds collected and expended from the proceeds of the education parcel tax and (2) the status of any projects, programs, or purposes identified above under the heading “PURPOSES.”

Citizens’ Oversight Committee. In addition to the accountability measures required by the Government Code, an independent Citizens’ Oversight Committee shall be appointed by the Board of Trustees to advise the Board on the expenditures funded by

the measure in order to ensure that said funds are spent for the purposes approved by the voters. The Citizens' Oversight Committee will monitor the expenditures of these funds by the District and will report on an annual basis to the Board and community on how these funds have been spent.

SEVERABILITY

The Board of Trustees of the District hereby declares, and the voters by approving this measure concur, that every section, paragraph, sentence and clause of this measure has independent value, and the Board of Trustees and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law.

EXHIBIT B

**BALLOT MEASURE
ABBREVIATED FORM***

To provide stable funding the State cannot take away, not increase the existing tax rate, protect academic programs in reading assistance, writing, math, art, science and music, retain qualified teachers, and maintain student counseling services, shall Sebastopol Union School District's measure levying \$76.00 per parcel annually for eight years, be adopted, raising \$_____ annually with an independent citizens 'oversight committee, have no funds for administrators' salaries, provide a senior citizens' exemption and have all funds stay local?

**Limited to 75 words pursuant to Section 13247 of the California Elections Code.*

CONTRACT

AGREEMENT FOR VENDED MEAL SERVICES

This AGREEMENT, for the period July 1, 2020 through June 30, 2021, is hereby entered into between City of Santa Rosa High School District of the State of California, hereinafter referred to as "CITY SCHOOLS" and: Sebastopol Union School District, hereinafter referred to as: District.

WHEREAS, CITY SCHOOLS has the capability for providing vended meal services and Reimbursable Lunches to various sites and programs on a cost-reimbursement basis:

NOW THEREFORE: the parties hereto agree as follows:

CITY SCHOOLS SHALL:

(1) Prepare and deliver Reimbursable Lunches, excluding milk, using the Santa Rosa City Schools Choice Menu to:

See Attachment A

By 11:00 a.m.

EACH SCHOOL DAY, including minimum days, in accordance with the number of meals requested for that day. Eating utensils, straws, and napkins will also be provided.

(2) Be responsible for meeting the nutritional standards for Reimbursable Lunches as set forth by the United States Department of Agriculture for the National School Lunch Program, and also for the quality of the lunches at the time of delivery.

(3) Pick up transport baskets from the previous day's delivery at the time of the current day's delivery.

(4) Present itemized invoice the tenth working day of each month for the previous month's deliveries.

Reimbursable breakfasts for elementary and secondary schools will be billed at one dollar and fifty cents (\$1.50) each, NOT including milk.

Reimbursable lunches will be billed at the rate of three dollars (\$3.00) each for elementary, NOT including milk, and three dollars and twenty-five cents (\$3.25) each for secondary, NOT including milk.

(5) Assume all liability for proper use and protection of surplus commodities assigned to District. Commodities will only be used for the preparation of lunch meals and may not be sent to sites for snacks.

(6) Provide District with a monthly menu one week prior to the beginning of the month covered by said menu.

(7) Maintain all necessary records on the nutritional components of the lunches and the number of lunches delivered to and make said records available for inspection by the State and Federal authorities upon request.

(8) Shelf stable meals will be provided in the event your District is open on a scheduled CITY SCHOOLS holiday.

(9) CITY SCHOOLS shall charge for a minimum of fifteen (15) lunches at any given site. Fewer lunches may be received, but CITY SCHOOLS will not charge less for a regularly scheduled stop.

(10) Sack lunches can be provided for field trips with ten(10) working days' notice to the site providing lunches.

District SHALL:

(1) A. **Orders must be placed by 9:30 AM three days in advance** to ensure we will have the number of lunch choices available and for the efficient operation of our services. Shelf stable meals are available to purchase as a back-up supply, should you ever need additional meals.

B. Ensure that adequate storage shall be provided for the lunches from time of delivery until served to the student in accordance with Health and Safety Codes.

C. Ensure that lunches are heated to 165 degrees in accordance with Health and Safety Code #27601.

D. Ensure that an employee is available at sites each school day to verify quality and quantity of said lunches. Errors in count called in shall be the responsibility of District.

E. Ensure that lunches are delivered and served at sites approved on the District National School Lunch Agreement.

Failure to comply shall constitute sufficient reason for CITY SCHOOLS to immediately cease providing lunches under this AGREEMENT.

(2) Provide CITY SCHOOLS with school calendars. Each site shall give notice to CITY SCHOOLS Central Kitchen Manager of calendar changes. Also, notice must be given for minimum day meal requirements and any holidays not clearly indicated on the calendar. **THIS NOTICE MUST BE GIVEN TWO (2) WORKING DAYS PRIOR TO SAID SCHEDULE CHANGE.**

(3) Provide personnel to serve lunches, clean the serving and eating areas, assemble and deliver transport baskets by Santa Rosa City Schools delivery the next day.

(4) Establish collection procedures which are in accordance with State and Federal regulations relating to the overt identification of needy students, and keep accurate records of the number of free, reduced price, paid, and adult lunches served daily.

(5) Prepare all claims for reimbursement under its own agreement number, receive and approve all free and reduced price meal applications, and maintain all necessary records to substantiate the above items.

(6) Assign to CITY SCHOOLS one hundred percent (100%) of the commodities to which District is entitled and the responsibility for proper use of such commodities. If there is a short-fall of commodities, cash-in-lieu of commodities shall be given to CITY SCHOOLS. Commodities may not be sent to school sites except as they appear on the listed menu.

(7) Pay CITY SCHOOLS within 60 days of invoice or a fee of 1% will be charged on the balance due.

(8) Order, provide, and pay for all milk served with the reimbursable lunches.

TERM

This AGREEMENT becomes effective this day July 1, 2020, and will continue until June 30, 2021. This AGREEMENT may be renegotiated and renewed as revised and agreed upon by both parties. This AGREEMENT is valid through June 30, 2021.

TERMINATION/INDEMNIFICATION

Termination

CITY SCHOOLS or DISTRICT may terminate this AGREEMENT, with or without cause, upon 30 days' written notice to DISTRICT or CITY SCHOOLS.

Indemnification

To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

Each party to this agreement understands and is aware that the School and College Legal Services, Sonoma County Office of Education, provides legal advice and services to each of the parties on this and other matters. Each party has no objections to the representation of the other parties by the same legal counsel.

APPROVED BY

| | |
|------------------------|-------|
| By _____ | _____ |
| Signature | Title |
| _____ | _____ |
| School District/Agency | Date |

APPROVED BY

CITY OF SANTA ROSA HIGH SCHOOL DISTRICT

| | |
|---|-------|
| By _____ | _____ |
| Deputy Superintendent-Business Services | Date |

Board Approved:

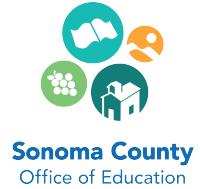
| | |
|---------------|-------|
| _____ | _____ |
| Legal Counsel | Date |

ATTACHMENT A

SEBASTOPOL UNION SCHOOL DISTRICT

Brook Haven School
7905 Valentine Avenue
Sebastopol, CA 95472

Park Side School
7450 Bodega Avenue
Sebastopol, CA 95472



June 1, 2020

To: County Superintendents, District Superintendents, Chief Business Officers (CBO's), Assistant Superintendents, and Directors

From: Jason Lea, Executive Director

Re: North Coast School of Education (NCSOE)

Sonoma County Office of Education, as the Local Education Agency (LEA) for the NCSOE, is committed to providing relevant teacher induction, administrative programs and intern credential services throughout the region.

Districts continue to navigate the current teacher and administrative shortages and substantial retirements in the educational field. The following information may be helpful in planning your preliminary budgets, Local Control Accountability Plan (LCAP) and Professional Development Plan with regards to California Teacher Induction, Administrative Programs and Intern Support/Supervision for your newly hired administrators and teachers.

Teacher Induction

The North Coast Teacher Induction Program (NCTIP) assists schools and districts in providing Teacher Induction that meets both program and credentialing standards for the state of California. NCTIP provides credentialed teachers with a specifically designed, standards-based professional development, mentoring and coaching, credentialing services, and technical assistance aligned to the California Standards for the Teaching Profession (CSTP). New teachers design an Individualized Learning Plan (ILP) aligned with district goals and work closely with a Mentor and site administrator who offer “just-in-time” coaching and longer-term analysis of teaching practice to help new teachers develop enduring professional skills.

Intern Program

The Be-A-Teacher (BAT) Intern Program is an alternative pathway to acquiring a teaching credential that prepares candidates to become teachers for elementary, middle, high school and special education classrooms. Candidates begin with Pre-service modules leading to an Intern Credential, are employed and paid by the school district, are the “Teacher of Record” for their classrooms, work closely with a Practicum Supervisor, Mentor, and attend evening classes in a cohort model. Upon successful completion of the Intern Program and credential requirements, candidates will be recommended for a California Preliminary Credential.

Administrative Programs

Two state accredited programs are offered through NCSOE – Preliminary Administrative Services Credential Program (PASC) is designed to prepare future exemplary leaders in educational leadership. Candidates attend courses aligned to the California Professional Standards for Educational Leaders (CPSEL), complete fieldwork and work closely with a Faculty Mentor. The Administrative Induction Program (AIP) is designed to provide new administrators with the opportunity to clear their Preliminary Administrative Services Credential through a job-embedded induction experience. Candidates pay tuition and complete differentiated professional development, design Individualized Induction Plans (IIP) and network professionally through collaborative learning communities.

LCAP State Priority 1

As you work with local community groups and stakeholders to revisit your LCAP goals, the details below may be helpful in planning ahead for services, support and supervision for new administrators, teachers, interns and permit holders in order for them to be supported in your classrooms and obtain credentials. Teacher induction goals and intern support align with several areas of the LCAP and most closely connect with *Priority 1: Conditions of Learning - “Basic degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching.”*

Fee for Service

NCSOE operates as a “fee for service” model. This model continues to provide increased access to quality induction and support for districts that are employing new teachers in the region.

Districts will be responsible for the total fee-for-service, at \$3,500 per teacher induction candidate, new designated subjects candidate, intern or permit holder. For example, if “District X” hires 2 new teachers and 1 intern in 2020-2021, the cost to the district would be \$10,500 (3 X \$3,500). Your district will be invoiced in November 2020 depending on the number of candidates and interns enrolled in the programs.

NCSOE will fund the cost of each candidate, intern and permit holder mentor stipend at \$1,250. The program also pays a stipend for District Coordination at a pay rate of \$100.00 per candidate and intern served for 2020-2021. Notification of these funds will be sent to districts in March 2021.

| Regional Fee-for-Service Structure | Teacher Induction, Designated Subjects | Intern/Permit Holder Support and Supervision |
|---|--|--|
| Annual Program Costs per induction candidate and intern - inclusive of Mentor stipends. | \$3,500.00 | \$3,500.00 |
| | | |

As teacher/administrative induction and intern programs throughout the state continue to transition, we find our programs to increasingly be ones that are sought after for quality services. And while we recognize that you may not know if you will have new teachers next year, it is important to secure general commitments for planning purposes. To ensure that your district is afforded the benefits of our programs without a disruption in services, please return a signed copy of the attached Memorandum of Understanding (MOU) by **August 30, 2020**.

Please let me know if I can be of service to you with your planning and staffing. In the months to come, I will continue to work with you in preparing high quality teachers for every student in all of our classrooms. Feel free to contact me at any time and thanks for all you do to support student achievement and teacher success.

Sincerely,

Jason Lea
Executive Director

cc Steven D. Herrington, Ph.D., Sonoma County Superintendent of Schools
John Laughlin, Associate Superintendent-Human Resources



North Coast Teacher Induction Program

Memorandum of Understanding Between

Sonoma County Superintendent of Schools as the Local Educational Agency

For the North Coast Teacher Induction Program,

Participating County Offices of Education,

And

Participating School Districts and Employing Agencies

A. General

This Memorandum of Understanding (MOU) is between the Sonoma County Superintendent of Schools, serving as the Local Education, Agency (LEA) for the North Coast Teacher Induction Program (“Program”), and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively “District”) signing below. The term of this MOU commences on **July 1, 2020**, and terminates on **June 30, 2021**.

B. Purpose

The purpose of the MOU is to establish a formal working relationship between the parties. The Program will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs including General Education Clear, Education Specialist Clear Credential Program, Designated Subjects Credential Programs: Career Technical Education (CTE), Adult Education (AE), and the university-based Intern Program. Throughout this document, new teachers from all of the credential areas are referred to as “Candidates” and veteran teachers are referred to as “Mentors.”

C. Eligibility

Eligible “Candidates” are those hired within the NCTIP regional “Consortium” defined as the following counties: Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Nevada, Sonoma, and Trinity Counties. The following credential programs are available to “Candidates” within the Consortium: **Intern Program:** Candidates who have obtained an Intern Credential from an accredited partner university. **Preliminary Credential Program:** Designated Subjects (CTE) and (AE) candidates who meet the industry experience and pre-requisite CCTC requirements. **Clear Credential Program:** Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers, and Designated Subjects (CTE) and (AE) candidates. **Note:** Adult Education, Career Technical Education, General Education, Special Education and Intern candidates who are outside the Consortium *may* be eligible to participate in the Program components on a full fee-for-service basis. Candidates who hold a preliminary credential and need to obtain their Clear Credential who are beyond their first two years of teaching, and/or are teachers in Private Schools, are eligible to participate in the program components on a fee-for-service basis.

D. LEA Responsibilities

1. Employ an Executive Director whose primary duty is to administer the Program and employ support staff whose primary duty is to support the administration of the Program.
2. Provide sufficient and appropriate workspace for the Executive Director, Program support staff, Program Coordinators, Curriculum Specialist, Registrar and Credential Advisors.
3. Provide office support services for the Consortium, including, but not limited to, mail service, phone, fax, Internet services, technology support, and meeting space for Program activities.
4. Provide business and legal services required for Program implementation for the region.
5. Develop and establish procedures for Program evaluation through the California Commission on Teacher Credentialing (CCTC) Accreditation Cycle. Submit Preconditions, Common Standards, Program Review

- state reports, and required fees in a timely manner.
6. Provide a process for equitable distribution of mentoring, support, formative assessment, and credential services to Candidates and Mentors in all participating Districts and COEs within the region.
 7. Convene Program Regional Advisory Board meetings a minimum of two times per year, District Coordinators' meetings two times per year, and Regional Leadership Team meetings a minimum of five times per year.
 8. Develop and provide Professional Development for Candidates and their Mentors to be held in multiple locations within the geographical region served by the parties.
 9. Assume overall fiscal responsibility for the administration of the program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to the Program.
 10. Establish a Budget Agreement and reporting requirements for the transfer of funds to Districts. The amount of funds distributed shall be based on the *actual* number of eligible Candidates and Mentors who enrolled in each calendar year.
 11. Under direction of the Executive Director, program staff will evaluate Candidate participation to determine if candidates are accessing professional development offerings for the purpose of determining needed cost adjustments on behalf of participating Districts.

E. County Offices of Education/University Partners/Lead Districts

1. Appoint a liaison to serve on the Program Regional Advisory Board. The liaison should be a designee authorized by the County Superintendent of Schools, the Dean of Education, and/or the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Program by providing ongoing updates, communication, and information to county office personnel, university staff, and district superintendents.
2. Assign one or more credential analyst to work directly with Program staff to assist in identifying Candidates who are eligible for Program services as described by state guidelines and to assist school district staff in identifying eligible Candidates.
3. Provide meeting and conference rooms at no charge to the Program.
4. Provide the County Program Coordinator with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies.
5. Provide collaborative employer input in the Candidates development of an *Individual Learning Plan* within the first 60-days of hire and in program evaluation including administrative mid-year survey, end-of-year surveys, and CCTC Accreditation.

F. District Responsibilities

1. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the District Coordinator roles and responsibilities.
2. Identify all candidates upon hire who are eligible for Program services as described by state guidelines.
3. Identify all qualified Interns who are eligible for Program support and supervision services as described by state guidelines.
4. Communicate to all site administrators the Program requirements, including release time to participate in required observations (2-4 days) and employer input in the Candidates development of an *Individual Learning Plan* within the first 60-days of hire.
5. Provide Candidates release time for observations and one-to-one consultations with the Mentor as described in the District Roles and Responsibilities.
6. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
7. Provide newly hired teachers with a District Orientation.
8. Ensure that Interns do not displace certificated employees and are evaluated on an annual basis.
9. Ensure that all Interns receive protected time for employer-provided support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum and teaching. A District shall give special supervision and assistance to each intern above and beyond that given to other newly

employed certificated and newly employed school personnel. A District shall seek the assistance of the college or university in coordinating the program for the intern. (*Education Code 44465*)

10. For Interns who have not yet completed the EL preparation, the district must assign the on-site Mentor or other designated individual, within the first 10 days of serving as a teacher of record on the intern credential.
11. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level and subject matter, and their credential.
12. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
 - Display best practices in providing "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills.
 - Are committed to attend coaching/mentor trainings, meetings and to meet weekly with Candidates;
 - Display willingness to work collaboratively with colleagues and regional NCTIP staff;
 - Embrace a positive attitude and disposition towards students and teaching;
 - Develop a sustained and thoughtful collegial relationship with Candidates;
 - Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
 - Serve as a role model for the teaching profession.
13. Provide Mentors compensated time to participate in the Program Mentor training on observation protocol, learning-focused conversations, "just-in-time" coaching and one-to-one consultations with Candidates(s) as described in the District Roles and Responsibilities.
14. Facilitate the distribution of Program funds to Mentors and District Coordinators for compensation.
15. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.

G. Districts Fiscal Responsibilities and Terms

1. Credential Services are provided on a Fee-for-Service basis. In 2020/2021, the Fee will be \$3,500.00 per clear credential Candidate and \$3,500.00 per Intern registered in the Program. Refer to the current Fee-for-Service schedule for additional credentialing services provided. Districts will be invoiced for each individual request for credential services. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties.
2. District candidate participation will be monitored to evaluate if participating District Candidates have accessed professional development offering to determine if a program cost adjustment on behalf of the District is necessary.
3. Funds will be credited to districts to offset the costs of the Mentor stipends at the rate of \$1,250 per eligible Clear Credential candidate (includes Multiple Subject, Single Subject, Education Specialist, or Designated Subjects - CTE and AE) enrolled in the Program. Districts will receive \$1250 per eligible Intern teacher. (Mentor stipends are pro-rated when partial services are rendered.)
4. Funds will also be credited to districts to offset the costs of the District Coordinators stipend, pro-rated, depending on the total number of Candidates. District Coordinator compensation is at a rate of \$100.00 per Candidate.
5. Private school and out-of-consortium partners will receive a budget addendum describing the full fee-for-service costs.
6. The District is responsible to facilitate the distribution of Funds to Mentors and District Coordinators for compensation.

H. Other Terms and Conditions

All products and materials developed by the Program are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.

As between the Parties hereto, it is understood and agreed that:

1. Candidates Employment Status:

Candidates are and shall remain District employees for any and all purposes throughout the term of this Agreement. Candidates shall not be considered an employee, agent, representative, nor independent contractor of LEA for any purpose whatsoever.

2. Indemnification:

District shall assume full responsibility for its' employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any District Program participant arising out of injury or death suffered by any District employee Program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws and regardless of the sole or concurring negligence of LEA.

3. Maintenance of records:

District agrees to keep and maintain adequate and current written records in accordance with Program requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.

4. Assignment:

This Agreement shall not be assigned by District. Any such assignment shall be null and void.

5. Severability:

The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

6. Waiver:

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.

7. Constructions and Governing Law:

The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this Agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Entire Agreement:

This Agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

9. Third Parties:

Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, nor shall any provision give any third parties any right of subrogation or action over or against any of the Parties hereto. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

10. Relationship of the Parties:

No joint venture, partnership, agency or employment relationship is created by this agreement. No Party shall act as an agent or partner of any other Party or make any commitments for or create any obligations of any other Party except as provided herein without such other Party's prior written consent.

11. Survival:

The provisions of this Agreement shall survive the expiration of the Term and the termination of this Agreement. Amendments and Extensions to this MOU may be made only by written agreement signed by all parties.

Authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

Authorized Signatures:

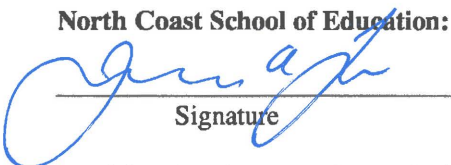
Sonoma County Superintendent of Schools as LEA:


Signature

Dr. Steven Herrington / Superintendent
Printed Name/Title

5-27-20
Date

North Coast School of Education:


Signature

Jason A. Lea / Executive Director
Printed Name/Title

5-28-20
Date

Participating Agency: Name of District or County Office of Education:

Signature

Printed Name/Title

Date



www.sonomaselpa.org
www.charter.sonomaselpa.org
5860 Labath Avenue
Rohnert Park, CA 94928
Phone (707) 524-2752
Fax (707) 524-2754
Adam Stein, Executive Director

June 8, 2020

To: Sonoma County SELPA Member Governing Boards
Re: LEA Board Approval for Sonoma County SELPA Local Plan Section B: Governance and Administration

Dear Board Members and Trustees:

The Individuals with Disabilities Education Act 20 *United States Code (20 USC)* Section 1400 et seq. and related federal regulations, require each special education Local Plan area (SELPA) to assure a continuum of program options are available to meet the needs of students with disabilities for special education and related services.

The Local Plan is the document that provides those assurances, describes how a SELPA operates, and how it supports its member LEAs. As one of those members, you are provided support for your staff, students, and families on all matters related to special education.

Submitted for your approval is the newly updated Local Plan Governance and Administration Section B. This version of the Sonoma County SELPA Local Plan is mostly new with a completely redesigned template. Under new regulations it must be approved every three years starting with this first revision.

Revisions to the Local Plan Governance and Administration, Section B must be adopted by each local educational agency's (LEAs) governing board prior to being submitted to the CDE for review and consideration for approval (EC Section 56195.1).

The Local Plan section before you was developed by a diverse group of LEA staff representing general education administrators and teachers and special education administrators and teachers. The Plan was reviewed and approved by the SELPA's Superintendents' Council, its governing board, which consists of 13 Sonoma County superintendents.

We urge you to approve the Local Plan as the updated road map for services for students with disabilities, their families, and your staff that support them.

Thank you for your support of the Sonoma County Charter SELPA.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Stein".

Adam Stein

LOCAL PLAN
Section B: Governance and Administration
SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education
Special Education Division
January 2020

SELPA

Fiscal Year

B. Governance and Administration

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

Participating Local Educational Agencies

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

Special Education Local Plan Area—Local Plan Requirements

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

The Sonoma County SELPA serves 44 LEAs within the boundaries of Sonoma County. LEAs served include urban, suburban, and rural ones with ADA ranging from approximately 8 (Kashia) to approximately 15,500 (Santa Rosa City Schools).

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

The local education agencies within Sonoma County join together pursuant to Section 56195 of the California Education Code to adopt a plan in accordance with California Education Code 56200 to assure access to special education and services for all eligible individuals with disabilities residing in the geographic area served by these agencies, hereafter known as the Sonoma County Special Education Local Plan Area (Sonoma County SELPA). In adopting the Local Plan, each participating agency agrees to carry out the duties and responsibilities assigned to it within the plan. Participating agencies may enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

SELPA Fiscal Year

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

The local education agencies within Sonoma County join together pursuant to Section 56195 of the California Education Code to adopt a plan in accordance with California Education Code 56200 to assure access to special education and services for all eligible individuals with disabilities residing in the geographic area served by these agencies, hereafter known as the Sonoma County Special Education Local Plan Area (Sonoma County SELPA). In adopting the Local Plan, each participating agency agrees to carry out the duties and responsibilities assigned to it within the plan. Participating agencies may enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

In adopting the Local Plan, each participating local education agency agrees to carry out the duties and responsibilities assigned to it within the plan. Each agency shall provide special education and services to all eligible students within its boundaries, including students attending charter schools where a local education agency of the SELPA has granted that charter. In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the local education agency of residence programs. Such cooperation ensures that a range of program options is available throughout Sonoma County.

The governing body of the SELPA is the Superintendents' Council. Members of the Superintendents' Council are responsible to the governing boards of the local education agencies in the SELPA.

The Superintendents' Council shall consist of thirteen (13) superintendents and one (1) executive director of an LEA charter school, who may be represented at any meeting by a single alternate. The

SELPA Fiscal Year

superintendents of each Area shall select their representatives from among the superintendents in their area to participate on the Superintendents' Council. These representatives shall be responsible for identifying the preferences and needs of the LEAs within their area and for representing those views at the Superintendents' Council. In areas in which there is more than one local education agency represented, members shall be selected by the superintendents within those areas. The County Superintendent of Schools shall be the representative for Area VII and shall represent the County Office Special Education program and the School and Community School program. The areas for governing board participation in the administration of the SELPA are established as follows:

AREA I Sonoma Valley Unified School District

AREA II Cinnabar, Dunham, Liberty, Old Adobe, Petaluma Elementary, Petaluma High School, Two Rock, Waugh, Wilmar school districts

AREA III Cotati-Rohnert Park Unified School District

AREA IV Bellevue, Bennett Valley, Kenwood, Mark West, Piner-Olivet, Rincon Valley, Roseland, Santa Rosa Elementary, Santa Rosa High School, Wright school districts

AREA V Forestville, Fort Ross, Gravenstein, Guerneville, Harmony, Monte Rio, Montgomery, Oak Grove, Sebastopol, Twin Hills, West Sonoma County Union High School districts

AREA VI Alexander Valley, Cloverdale Unified, Geyserville Unified, Healdsburg Unified, Horicon, Kashia, West Side, Windsor Unified school districts

AREA VII Sonoma County Office of Education

AREA VIII LEA Charter Schools approved in the Sonoma County SELPA.

Area representation on the Council shall be as follows:

AREA I Sonoma Valley superintendent

SELPA

Sonoma County SELPA

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2020-21

AREA II One elementary and one high school district superintendent from local education agencies within the area

AREA III Cotati-Rohnert Park superintendent

AREA IV Four superintendents selected by the superintendents from the LEAs within the area. One of the four must be from the high school district. See Area IV Resolution delineating the selection of Superintendents' Council representatives in the SELPA office.

AREA V One elementary and one high school district superintendent from local education agencies within the area

AREA VI One elementary and one unified school district superintendent from local education agencies within the area

AREA VII Sonoma County Superintendent of Schools

AREA VIII One Executive Director of an LEA Charter School in the Sonoma County SELPA.

Each superintendent, Area representative, and charter executive director representative shall have one vote. Membership on the Superintendents' Council shall be for two years, and members may be re-appointed. The chairperson of the Council shall be elected from among the Council membership and shall serve for two years. He/she may be elected for additional terms. Superintendents' Council representatives may choose a single alternate to attend meetings. The alternate must be the same person for a complete school year.

Alternates will receive Council packets and back up information needed to render a decision on action items.

The Superintendents' Council shall be responsible for the following areas of Local Plan administration:

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1. Employment of the SELPA Administrator.
2. Designation of participants for the SELPA Advisory Committee.
3. Establishment and promotion of a Community Advisory Committee.
4. Establishment of the number and type of SELPA office staff employed by the Administrative Unit for SELPA-wide services.
5. Review, approve, and monitor all budgets assigned to the SELPA.
6. Provide leadership to the SELPA regarding the development, revision, implementation and review of the Local Plan.
7. Review, approve, and monitor the allocation of special education funds to local education agencies.
8. Approval of all SELPA policies, standards and guidelines.

The Superintendents' Council shall meet on a regular basis according to Brown Act requirements and shall receive and act upon information provided by the SELPA Advisory Committee, Community Advisory Committee and the SELPA Administrator to assist in the administration of the SELPA.

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

The Sonoma County Office of Education is designated as the Administrative Unit (AU) for the Sonoma County SELPA. It shall be responsible for functions such as, but not limited to: 1. Receipt and distribution of special education funds to district accounts for the operation of special education programs and services. 2. Receipt and distribution of special education funds to accounts exclusively designated for SELPA use. 3. The employment of staff to support SELPA functions. 4. The provision of support services to the SELPA office and staff in the following areas: Information Technology including internet access and support, Business Services, Human Resources, and other services as part of the SELPA's Indirect Cost contribution to the Sonoma County Office of Education. The Sonoma County SELPA office

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is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations. See MOU between SCOE as the AU and the SELPA, appendix L.

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

Refer to SELPA Policy 18 in the appendices.

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

Membership in the Community Advisory Committee is by appointment and action of the participating LEA board of education. Each of the Sonoma County SELPA districts has a board approved policy which outlines the process for nomination, selection and board approval of CAC members and alternates. A continuous effort is maintained to inform and interest parents in participating on the committee. Each CAC member will receive information that outlines the duties and responsibilities of the organization.

Refer to appendix F, for a complete description of the CAC in the CAC By-Laws

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

For Local Plan development, general education administrators will be nominated by the Superintendents' Council. Those general education administrators will choose the general education teachers for the Local Plan committee. Special Education Administrators will be selected by the SELPA Advisory Committee for special education and special education teachers will be nominated by the selected special education administrators. Parents will be selected by the CAC.

The Sonoma County SELPA's process for consulting with special education teachers and administrators will be through the SELPA Advisory Committee. This committee is made up of special education administrators who represent their special education staff. Through monthly meetings during the school year information will be passed from the special education teachers to the SELPA. The process for consulting with general education teachers shall be through the monthly Superintendents' Council meetings. The Council is made up of general education school leaders who represent general education staff and administrators in the SELPA's LEAs. Parents

Section B: Governance and Administration

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who are members of the CAC will be consulted through CAC attendance at the SELPA Advisory Committee meetings.

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

The Sonoma County Office of Education is designated as the Administrative Unit (AU) for the Sonoma County SELPA. It shall be responsible for functions such as, but not limited to:

1. Receipt and distribution of special education funds to district accounts for the operation of special education programs and services.
2. Receipt and distribution of special education funds to accounts exclusively designated for SELPA use.
3. The employment of staff to support SELPA functions.

The Sonoma County SELPA office is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

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

The SELPA will facilitate agreements for the provision and coordination of services by other public agencies that are funded to serve children with disabilities. The SELPA Program Administrator shall develop, agree to and maintain Interagency agreements and/or memorandums of understanding necessary to support the implementation of the local plan, and as required by legal mandates, have been developed with agencies such as Regional Center. Other interagency agreements and/or memorandums of understanding will be developed as needed in support of the local plan. Copies of these documents can be requested through the SELPA office.

10. For multi-LEA local plans, specify:

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

Local education agency boards shall:

1. Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the agency.
2. By approving the Local Plan, enter into an agreement with other local education agencies

Section B: Governance and Administration

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participating in the plan, for the purpose of delivery of regional services and programs.

3. Review and approve revisions of the Sonoma County SELPA Local Plan for Special Education.
4. Participate in the governance of the Sonoma County SELPA through their designated representative to the Superintendents' Council. The governing boards provide the Superintendents' Council with the authority to act as the board designee to approve and amend policies as necessary.
5. Appointment of members to the SELPA Community Advisory Committee.

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

The superintendents of each participating local education agency and executive directors of each LEA charter school shall be responsible for special education programs operated by the agency and for implementing all requirements of the Local Plan. The superintendents shall select the representatives from the superintendents in each area to participate on the Superintendents' Council. These representatives shall be responsible for identifying the preferences and needs of the agencies within their area and for representing those views at the Superintendents' Council.

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

In adopting the Local Plan, each participating local education agency and SCOE agree to carry out the duties and responsibilities assigned to it within the plan. Each agency shall provide special education and services to all eligible students within its boundaries, including students attending charter schools where a local education agency of the SELPA has granted that charter. In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the local education agency of residence programs. Such cooperation ensures that a range of program options is available throughout Sonoma County.

Local education agency administrators of special education are responsible for the coordination of special education services and programs within their agencies and for the implementation of the Local Plan. The administrators participate on the SELPA Advisory Committee which is given authority by the Superintendents' Council to implement policies and procedures.

Member LEAs may form consortia for special education services. These consortia may be

Section B: Governance and Administration

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operated by a council made up of the member LEAs. Each consortium will be administered by one LEA acting as the AU for the consortium.

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

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

The governing boards of each of the participating local education agencies agree to invest the Superintendents' Council with the responsibility of designating an appropriate agency as the Administrative Unit (AU) for the administration of the Local Plan and its implementation. The boards assure that the Superintendents' Council shall identify the need for and designate positions necessary for the operation of the SELPA functions according to this policy.

SELPA Administrator: The fundamental role of the SELPA Administrator is to provide leadership and facilitate the decision making process. The SELPA Administrator's role includes:

1. The provision of information, specific services identified by the Superintendents' Council, technical assistance, leadership and dispute resolution. The SELPA Administrator may serve as an agent of member LEAs as requested.
2. Representing the interests of the SELPA as a whole without promoting any particular local education agency's interest over the interest of any other agency. In the event there are differences of opinions and/or positions on issues, it is the SELPA Administrator's responsibility to mediate a reasonable resolution of the issue(s).

The Superintendents' Council, with the AU Superintendent, shall conduct an annual evaluation of the SELPA Executive Director per a process that the Superintendents' Council will determine each year to address progress toward attainment of the SELPA's annual goals and performance on the other aspects of the job description. The evaluation will be completed by June 30 each year. The Superintendents' Council shall be assisted in the hiring and selection process by the Administrative Unit. The SELPA Administrator is subject to the Administrative Unit's policies and procedures for day to day operations, but receives direction from, and is responsible to, the Superintendents' Council.

SELPA Staff: In reviewing and approving the SELPA budgets on an annual basis, the Superintendents' Council designates the staffing for the SELPA Office upon recommendation of the SELPA Administrator.

SELPA staff shall be employed by the Administrative Unit and supervised by the SELPA

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Administrator according to the Administrative Unit's policy and practices.

SELPA Program Specialists: The program specialists are employed by the Administrative Unit for employment purposes, and serve the SELPA under the direction of the SELPA Administrator.

The Superintendents' Council designates the number and type of specialists upon recommendation of the SELPA Administrator after review of SELPA budgets. The governing boards of the local education agencies identify the importance of employment of program specialists to provide unique and necessary services to the agencies and to pupils in the SELPA.

Program specialists shall provide the following services:

1. Observe, consult with, and assist, in accordance with local education agency procedures, special education teachers and support staff.
2. Plan programs, coordinate curricular resources and share in the evaluation of the effectiveness of programs for children with disabilities.
3. Assist with local education agency staff development, program development and innovation of special methods and approaches.
4. Provide coordination, consultation and program development in one or more specialized areas of expertise.
5. Upon request, participate in and/or facilitate IEP team meetings where technical assistance is needed.
6. Assist in Alternative Dispute Resolution procedures, mediation, due process hearings and compliance proceedings by providing expertise in knowledge of special education law and regulations as well as programs and appropriate interventions available throughout the SELPA.
7. Provide ongoing support as needed to the Community Advisory Committee.
8. Provide in-service training and technical assistance for general and special education teachers, administrators, support staff and parents.
9. Assist as a liaison to various community agencies such as Department of Behavioral Health, Department of Human Services, North Bay Regional Center, California Children's Services, and the Probation Department.

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

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

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

The governing boards of each of the participating local education agencies agree to invest the Superintendents' Council with the responsibility of designating an appropriate agency as the Administrative Unit (AU) for specific supports of the administration of the Local Plan and its implementation. The AU shall be responsible for receipt of and distribution of any funds for the operation of special education programs in accordance with the provisions of the Education Code Section 56836.

Local education agency administrators of special education are responsible for the coordination of special education services and programs within their agencies and for the implementation of the Local Plan. LEA boards assure that the Superintendents' Council shall identify the need for and designate positions necessary for the operation of the SELPA functions according to this policy.

SELPA Administrator: The fundamental role of the SELPA Administrator is to provide leadership and facilitate the decision making process. The SELPA Administrator's role includes:

1. The provision of information, specific services identified by the Superintendents' Council, technical assistance, leadership and dispute resolution.
2. Representing the interests of the SELPA as a whole without promoting any particular local education agency's interest over the interest of any other agency. In the event there are differences of opinions and/or positions on issues, it is the SELPA Administrator's responsibility to mediate a reasonable resolution of the issue(s).

The Superintendents' Council shall be responsible for the selection, direction, discipline and annual evaluation of the SELPA Administrator, as well as the development and implementation of an employment contract. The Superintendents' Council shall be assisted in the hiring and

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selection process by the Administrative Unit. The SELPA Administrator is subject to the Administrative Unit's policies and procedures for day to day operations, but receives direction from, and is responsible to, the Superintendents' Council.

The evaluation process for the SELPA Administrator is delineated in the SELPA Administrator's employment contract.

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

It is the intent of the SELPA that the needs of students with disabilities, including severe disabilities as identified in the IEP shall be met. Funds allocated for special education programs shall be used for services to students with disabilities.

1. For the costs of special education and related services and supplementary aids and services provided in a general education class or other education-related setting to a child with a disability in accordance with the IEP for the child, even if one or more non-disabled children benefit from these services.

2. To develop and implement a fully integrated and coordinated services system.

The AU as the grantee of federal funds from the California Department of Education (CDE), shall distribute all or part of the federal funds received to member LEAs within the SELPA through a sub-grantee process.

The SELPA Administrator, with the assistance of the SELPA Advisory Committee, and the Administrative Unit, shall be responsible to monitor on an annual basis the appropriate use of all funds allocated for special education programs. Final determination and action regarding the appropriate use of special education funds shall be made by the Superintendents' Council through the Annual Budget Plan process.

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

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

Following the law which delineates students' eligibility for Low Incidence equipment and services, the Sonoma County SELPA assures that specialized equipment and services are provided to students in the least restrictive environment as dictated by the student's IEP. The SELPA operates an Adaptive Technology Center (ATC) which provides assessment, equipment, and staff training for students eligible for Low Incidence services. Most of the assessments and training are done in the student's classroom or at minimum on the campus where the student attends. The SELPA shall distribute annually the procedures for accessing specialized equipment and services.

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

Policies, Procedures, and Programs

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

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

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with

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disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA as stated:

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

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Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

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Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

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Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

14. Personnel Qualifications

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

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

Yes No

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

Policy/Procedure Number:

Policy/Procedure Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes No

Administration of Regionalized Operations and Services

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

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

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Reference Number:

Document Title:

Document Location:

Description:

2. Coordinated system of identification and assessment:

Reference Number:

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Document Title:

Document Location:

Description:

Direct Instructional support provided by the program specialist: While the program specialists will not provide direct instruction to students, they will observe, consult and assist service providers in methods of child find, identification and assessment.

Role of the RLA/AU: Role of the RLA/AU: See Local Plan Section B: Governance

Role of the Administrator of the SELPA: Through coordination of the Local Plan, the SELPA Administrator will ensure each LEA conducts child find activities. The SELPA will provide technical support to LEAs and guidance to parents, as needed. The SELPA will also participate in child find activities by establishing policies and procedures for the member LEAs and ensuring appropriate interagency agreements are in place.

Role of the individual LEAs: Each LEA is responsible for identifying and assessing all students for whom they are responsible.

The governing boards of the Sonoma County SELPA member LEAs assure an ongoing effort to identify all individuals with disabilities including infants, children for whom English is not a primary language, students with low incidence disabilities, students attending private schools, highly mobile children, and children who are suspected of having a disability and in need of special education even though they are advancing from grade to grade. The Sonoma County SELPA works closely with a variety of public agencies as appropriate in the identification of individuals with disabilities. Materials are distributed to pediatricians, health care professionals, and other agencies within the SELPA. Each local education agency within the SELPA has established procedures for the identification, location and evaluation of students who may require special education services. Information regarding child find activities is included in the annual notice that is distributed to parents of all children.

Parents, whose primary language is not English, shall be informed of the need to file a written request when a verbal request is made. They shall be informed both verbally and in writing in their primary language, unless to do so is clearly not feasible.

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3. Coordinated system of procedural safeguards:

| | |
|--------------------|--|
| Reference Number: | <input type="text" value="N/A"/> |
| Document Title: | <input type="text" value="Sonoma County SELPA Local Plan"/> |
| Document Location: | <input type="text" value="SELPA Office and Website"/> |
| Description: | <p>Direct instructional support provided by the program specialists: The program specialists provide alternative dispute resolution with LEAs as requested by parents and LEAs. The program specialist assists parents with filing complaints with the Office of Administrative Hearings when requested. The program specialists also assure procedural safeguards by providing technical assistance and guidance on forms and procedures to LEAs in the areas of assessment, identification, and placement.</p> <p>Role of the RLA/AU: See Local Plan Section B: Governance</p> <p>Role of the Administrator of the SELPA: The SELPA administrator assures that the SELPA staff provides alternative dispute resolution with LEAs as requested by parents and LEAs. The SELPA administrator also assures that the SELPA assists parents with filing complaints with the Office of Administrative Hearings when requested. The SELPA Administrator also assures procedural safeguards by providing technical assistance and guidance on forms and procedures to LEAs in the areas of assessment, identification, and placement.</p> <p>Role of the individual LEAs: The LEAs provide procedural safeguards to parents consistent with state and federal law, assist parents with understanding them, and ensure that they are implemented. The LEAs assist parents with filing complaints with the Office of Administrative Hearings when requested.</p> |

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

| | |
|--------------------|---|
| Reference Number: | <input type="text" value="N/A"/> |
| Document Title: | <input type="text" value="Sonoma County SELPA Local Plan"/> |
| Document Location: | <input type="text" value="SELPA Office and Website"/> |

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Description:

Instructional support provided by the program specialist: While not providing direct instructional support to students, program Specialists will provide support and training for staff and parents on skills development, program development, and innovation in instructional and professional practices, using evidence-based practices.

Role of the RLA/AU: N/A

Role of the Administrator of the SELPA: On an annual basis input is collected from the Special Education Directors from member LEAs to determine the staff development needs that the SELPA is requested to provide. On an annual basis, the Community Advisory Committee will provide input on the parent and guardian education needs. The SELPA Administrator will assure the provision of needed training and supports as requested, or determined appropriate, for each LEA, and to parents and guardians, to the extent practicable.

Role of the individual LEAs: LEAs will determine their staff development and parent and guardian education, based on their local needs. They may seek technical assistance or input from the SELPA.

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

Reference Number:

Document Title:

Document Location:

Instructional support provided by the program specialist: Program Specialists will not provide direct instructional support to students. To achieve goals for students in academic areas, social-emotional learning, and positive behavioral interventions and supports,, the Sonoma County SELPA Program Specialists provide staff development opportunities:

- (1) For special educators, general educators, and families in evidence based curriculum, instruction, and procedures that align with the core curriculum and support optimal progress for students with disabilities.
- (2) That support literacy programs in the areas of reading, writing, speaking and listening with more instructional time, precisely sequenced direct instruction, more coaching and practice, and careful progress monitoring

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Description:

(2) The Sonoma County SELPA will provide instruction and guidance on methods of including students with disabilities in general education classrooms effectively.

Role of the RLA/AU: N/A

Role of the Administrator of the SELPA: The SELPA Administrator will provide technical assistance and staff development, as requested or determined appropriate. The SELPA Administrator assures that students with disabilities have full access to the Common Core State Standards and all required core curriculum including state adopted core curriculum textbooks and supplementary textbooks as well as instructional materials and support in order for students with disabilities attain higher standards in reading.

Role of the individual LEAs: LEAs will determine their needs for curriculum development and alignment with the core curriculum, based on their local needs, and participate with the SELPA in developing appropriate professional development related to their needs.

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

Reference Number:

Document Title:

Document Location:

Description:

Instructional support provided by the program specialist: Based on SELPA goals, and as requested, the program specialists will evaluate the effectiveness of programs for students with disabilities under the Local Plan. Program Specialists will also assist the Participating LEAs in the development and implementation of program objectives and provide for continuous expert evaluation of the identified objectives to assure that such objectives are effective and in compliance with the intent of the Local Plan.

Role of the RLA/AU: See Local Plan Section B: Governance

Role of the Administrator of the SELPA: Under the guidance of the SELPA Administrator, the Sonoma County SELPA will provide updates to all member LEAs on the effectiveness of the Local Plan by providing

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updates to SELPA annual goals set by the Superintendent's Council. The SELPA staff will conduct ongoing internal reviews of the progress on goals and the Local Plan. The SELPA Administrator will structure and maintain the SELPA Advisory Committee and Superintendent's Council for the purpose of monitoring the program operations of the Local Plan and make recommendations to the SELPA for necessary modifications. The SELPA Administrator will provide for the regular in-service training and staff development of SELPA staff responsible for the operation and conduct of the Local Plan.

7. Coordinated system of data collection and management:

Reference Number:

Document Title:

Document Location:

Description:

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quality and integrity. The LEAs will approve the California Longitudinal Pupil Achievement Data System (CALPADS) submission as required by the California Department of Education.

8. Coordination of interagency agreements:

Reference Number:

Document Title:

Document Location:

Description:

Direct Instructional support provided by the program specialist: Not applicable.

Role of the RLA/AU: N/A

Role of the Administrator of the SELPA: The SELPA Administrator, or designee, will serve on committees as interagency agreements are being reviewed, revised, or developed. The SELPA Administrator will ensure that interagency agreements are in place as required by California Education Code, and provide technical assistance and dispute resolution as needed.

It shall be the policy of this SELPA and its LEAs that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for FAPE are provided, including the continuation of services during an interagency dispute resolution process.

The SELPA will provide services to infants through preschool aged children in accordance with federal and state laws. See Appendix G: Interagency Agreement between Sonoma County SELPA and North Bay Regional Center

Role of the individual LEAs: Through their representative to the Superintendents' Council, the LEAs will approve review and implement interagency agreements as appropriate.

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9. Coordination of services to medical facilities:

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

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Document Location:

Description:

Direct Instructional support provided by the program specialist: The program specialist(s) assure(s) pupils have a full educational opportunity regardless of the district of special education accountability.

Role of the RLA/AU: N/A

Role of the Administrator of the SELPA: The SELPA will facilitate the coordination of these services by the Sonoma County Office of Education and designated LEAs.

Role of the individual LEAs: Special education services for students with disabilities residing in foster family homes or licensed children's institutions shall be the responsibility of the district in which the foster family home or the licensed children's institution is located, unless based on education code there is another district of special education accountability which would be responsible. In Sonoma County, students with disabilities placed in a licensed children's institution and served by a local Non-Public School will be served by the Sonoma County Office of Education which will serve as the district of special education accountability.

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

Reference Number:

Document Title:

Document Location:

Direct Instructional support provided by the program specialist: Not applicable

Role of the RLA/AU:

The Sonoma County Office of Education acts as the fiscal agent for participating LEAs as specified in the Plan and law. In this capacity, SCOE receives, compiles, and submits required reports to state and federal agencies and collects state aid funds for regionalized services

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Description:

per Education Code 56836.23 through 56836.25.

Role of the Administrator of the SELPA:
The SELPA Program Administrator will ensure preparation and timely submission of required reports and provide technical assistance to LEAs in completing said reports.

Role of the individual LEAs:
Participating LEAs in the Local Plan shall prepare and submit all necessary and required reports, including fiscal reports, reports on student enrollment, program evaluation, staffing, and program management to the SELPA.

12. Fiscal and logistical support of the CAC:

Reference Number:

Document Title:

Document Location:

Description:

Direct Instructional support provided by the program specialist-
The program specialist(s) will provide logistical support to the CAC.

Role of the RLA/AU: N/A

Role of the Administrator of the SELPA:
The SELPA Program Administrator will provide fiscal and logistical support for CAC meetings, events, and trainings that are approved by the Superintendents' Council when required.

Role of the individual LEAs:
The LEA superintendents through the Superintendents' Council will ensure that the SELPA has appropriate fiscal and logistical support for the CAC. LEA Special Education administrators shall facilitate communication between their CAC representative and their LEA.

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

Reference Number:

Document Title:

Section B: Governance and Administration

SELPA

Fiscal Year

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

applicable

Role of the RLA/AU: The AU will work collaboratively with the SELPA to ensure that the distribution of funds are in alignment with the Funding Allocation Plan. The AU shall be responsible for functions including, but not limited to:

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

Role of the Administrator of the SELPA:
The SELPA Program Administrator will

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

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

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

Reference Number:

Document Title:

Document Location:

Direct Instructional support provided by the program specialist:
Under the direction of the SELPA Program Administrator, direct instructional program support that may be provided by the program specialist(s) which shall include, but are not limited to:

- 1) Observe, consult with, and assist, in accordance with local education agency procedures, special education teachers and support staff.
- (2) Utilize evidence-based data to plan programs, coordinate curricular resources and share in the evaluation of the effectiveness of programs for children with disabilities.

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

(3) Assist with local education agency staff development, program development and innovation of special methods and approaches.
(4) Provide coordination, consultation and program development in one or more specialized areas of expertise.
(5) Where possible, participate in ADR activities and/or conduct IEP team meetings where technical assistance is needed.
(6) Assist in mediation, due process hearings and compliance proceedings by providing expertise in knowledge of special education law and regulations as well as programs and appropriate interventions available throughout the SELPA.
(7) Assist in developing training for parents and members of the Community Advisory Committee.
(8) Provide in-service training and technical assistance for general and special education teachers, administrators, support staff and parents
(9) Assist as a liaison to various community agencies.
(10) Coordinate the assessment of student needs for assistive technology or specialized in the least restrictive environment.

Role of the RLA/AU: Not applicable.

Role of the Administrator of the SELPA:
The SELPA Program Administrator will supervise and evaluate the SELPA program specialist(s) and provide training and guidance to the program specialist(s) as need.

Role of the individual LEAs:
The program specialist(s) will provide direct instructional support to LEAs as requested or determined necessary.

Special Education Local Plan Area Services

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

Reference Number:

Document Title:

Document Location:

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

conjunction with the North Bay Regional Center and the Early Learning Institute. These agencies serve low incidence (visually, hearing, or orthopedically impaired) identified children birth-3 years of age, providing service coordination and special education and related services. The agencies work together to assure timely referrals are made to the appropriate agency.
(See Memorandum of Understanding between the Sonoma County SELPA and the North Bay Regional Center related to services for children aged birth to three years). For a listing of programs and/or services for children aged three through five years of age, refer to the Annual Service Plan.
Referrals for students ages 3, 4, and 5 who are not in transitional kindergarten or kindergarten are made to the child's school district of residence/special education accountability. Referrals for assessment may be received from parents, pediatricians, social workers or other community members. Parents will receive either an Assessment Plan or Prior Written Notice within 15 days of the referral. If an Assessment Plan is signed by the parent/guardian, the assessment will be completed within 60 days of receipt by the LEA.
Preschool special education services are provided to students with IEPs in a variety of ways according to LEA procedures. Some LEAs offer individual and small group instruction in special education class settings. Trans-disciplinary teams share their expertise, working with parents, in assessing, identifying and addressing the needs of preschool-age children. LEAs may work collaboratively and in consortia to provide regionalized preschool services and/or programs within the SELPA. Some 3, 4 and 5-year old preschoolers with disabilities are enrolled in state preschool programs or Head Start as part of their IEP and receive special education and related services to support progress in that setting. The IEP team may determine that some preschoolers who are eligible for special education do not require individual and small group instruction to address their special education needs.

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

Reference Number:

Document Title:

Document Location:

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment will be available to the general public, including individuals with disabilities and parents of children with disabilities, which are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

The Superintendents' Council, CAC, and SELPA Advisory Committee shall meet on a regular basis according to Brown Act requirements. The Superintendents' Council shall receive and act upon information provided by the SELPA Advisory Committee, Community Advisory Committee, and the SELPA Administrator to assist in the administration of the SELPA. Members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the plan, may address questions or concerns to the SELPA Advisory Committee, CAC, or Superintendents' Council at a regularly scheduled meeting.

A public meeting shall be held annually to provide the Community Advisory Committee and members of the public the opportunity to review the Annual Budget Plan and Annual Services Plan and provide input to the Superintendents' Council. Upon approval by the Superintendents' Council, these documents shall be submitted to the LEAs and the California Department of Education.

All business meetings of the Superintendents' Council, SELPA Advisory Committee, and CAC, shall be open to the public. The only exceptions are those meetings or portions of meetings which may be held in closed session under the provisions of the Ralph M. Brown Act, such as a closed personnel session.

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

Reference Number:

Document Title:

Document Location:

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

distribution of funding, responsibility for service provision and any other governance activities specified in the Local Plan, it is the intent of the Superintendents' Council that issues be resolved at the lowest level possible in the governance structure outlined in the Local Plan. The Superintendents' Council is considered to be the board of last resort. This policy is intended to resolve disagreements within a period of 45 days, but is not intended to undermine local authority. If a local education agency disagrees with a decision or practice of another agency or the SELPA Office, that local education agency has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties, directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Administrator, or his/her designee, or Chair of the Superintendents' Council or the services of a neutral mediator from outside the SELPA. In the event the issue has not been resolved, either party may request review by the Superintendents' Council. If either party disagrees with the recommendation of the Superintendents' Council, the parties may pursue a hearing on the issues and resolution with the Superintendents' Council. The decision of the Superintendents' Council shall be final.

All LEA boards must approve the Local Plan for final submission to the State. If any LEA board fails to approve the Local Plan, that board shall notify all other participating agencies of the reason for not approving the plan and request that the Administrative Unit (AU) Superintendent or designee conduct a hearing on the merits of the local board's objections and negotiate a settlement. If negotiations cannot be settled, the superintendent shall convene a three-person panel as follows: (1) one person selected by the LEA objecting to the plan, (2) one person selected by one of the LEAs agreeing to the plan, and (3) one person selected by mutual agreement of the other two appointees within five days. The panel's decision shall be given to the Superintendents' Council to make a final determination of outcome. The decision of the Superintendents' Council will be binding for all parties involved in the dispute.

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

Reference Number:

Section B: Governance and Administration

SELPA

Fiscal Year

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Each LEA shall oversee and evaluate all placements in nonpublic, nonsectarian schools. The LEA shall follow the guidelines in EC 56366.1 (a)(4) which currently include:

- Annually verify the NPS has conducted training pursuant to EC 56366.1 (a)(4)
- Conduct one onsite visit to the NPS prior to placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement
- Conduct one onsite monitoring visit each school year that the LEA has a pupil attending and which it maintains a master contract. The monitoring visit shall include:
 - o A review of services provided to the pupil through the individual

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

service agreement between the LEA and NPS

- o A review of progress the pupil is making toward the goals in the IEP
- o A review of progress the pupil is making toward the goals set forth in the pupil's behavior intervention plan, should one be included in the IEP
- o Observation of the pupil during instruction
- o Conduct a walkthrough of the facility

- The onsite monitoring visit shall be documented in a report to be submitted to the CDE within 60 calendar days of the visit
- The local education agency representative shall review the master contract, the individual services agreement and the IEP to ensure that all services agreed upon and specified in the IEP are provided.

Should either the content of EC 56366.1 (a)(4) change or the regulations and guidelines provided by CDE to support this part of the law change then these written processes in this Local Plan will change accordingly.

The IEP team shall consider the onsite monitoring visit report when evaluating whether the student is making appropriate educational progress at the NPS.

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

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

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

| | |
|--------------------|---|
| Reference Number: | <input type="text" value="N/A"/> |
| Document Title: | <input type="text" value="Local Plan Appendix K: Incarcerated Youth in County Jail"/> |
| Document Location: | <input type="text" value="SELPA Office and Website"/> |

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

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

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

The LEAs of the SELPA shall:

- Seek out eligible adults residing within its boundaries
- Review and revise IEPs as necessary, including conducting annual reviews
- Determine whether the qualified individual wishes to receive FAPE and if so ensure FAPE is provided with consent

The following special education requirements do not apply to eligible individuals who are convicted as adults under State law and incarcerated in adult prisons:

- Eligible individuals are exempt from
 - o State and LEA-wide assessment programs
 - o Transition Planning and transition services
 - o IEP team may modify the individual's IEP or placement notwithstanding the least restrictive environment requirement if there is a security or compelling penological interest that cannot otherwise be accommodated.

Section B: Governance and Administration

SELPA

Fiscal Year

15. Assurance of full educational opportunity:

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:



Date: 7/14/2020
 Order Number: Q-264407
 Revision: 1
 Order Form Expiration Date: 10/4/2020

ORDER FORM

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 To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 227779
 Customer Name: Park Side Elementary School
 Billing Address: 7450 Bodega Ave
 Sebastopol, CA 95472-3651

Products and Services

| Products | Qty | License Start Date | License End Date | License Term (Months) | Extended Price |
|--|-----|--------------------|------------------|-----------------------|----------------|
| Calvert Digital Per Student Seat License | 30 | ** | ** | 12 | \$19,500.00 |

| | |
|------------------------|-------------|
| Subtotal: | \$19,500.00 |
| Estimated Tax: | \$0.00 |
| Total US Funds: | \$19,500.00 |

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Order Notes

Full Digital Curriculum for 30 students.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

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 Name (Printed or Typed): _____
 Title: _____
 Date: _____

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Appendix A: EdOptions Academy Products

All courses included in the table below will be available for enrollment at the indicated price.

| Products | Price |
|--|----------|
| Calvert Digital Per Student Seat License | \$650.00 |

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such purchases. You agree to pay all invoices within fifteen (15) days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

Enrollment extensions are available: 2 Weeks - \$25. 4 Weeks - \$50.

Roles and Responsibilities:

Our Responsibilities

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (only valid for Calvert if Instructional Support option is listed on the order form).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

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Date: 7/15/2020
 Order Number: Q-266604
 Revision: 1
 Order Form Expiration Date: 10/12/2020

ORDER FORM

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Customer and Billing Address

Customer No.: 227797
 Customer Name: Sebastopol Union Sch District
 Billing Address: 7611 Huntley St
 Sebastopol, CA 95472-3668

Products and Services

Group1

| Products | Qty | License Start Date | License End Date | License Term (Months) |
|--|-----|--------------------|------------------|-----------------------|
| Courseware: Core Library - Program License | 10 | 7/15/2020 | 10/15/2020 | 3 |
| Renaissance + Exact Path: Core Library - Program License | 43 | 7/15/2020 | 10/15/2020 | 3 |
| Group1 Subtotal: | | | | \$0.00 |

Group1

| Products | Qty | License Start Date | License End Date | License Term (Months) |
|--|-----|--------------------|------------------|-----------------------|
| Renaissance + Exact Path: Core Library - Program License | 43 | 10/16/2020 | 10/15/2021 | 12 |
| Courseware: Core Library - Program License | 10 | 10/16/2020 | 10/15/2021 | 12 |
| Exact Path Bronze Onboarding Package | 1 | 7/15/2020 | 7/14/2021 | 12 |
| Courseware Bronze Onboarding Package | 1 | 7/15/2020 | 7/14/2021 | 12 |
| Group1 Subtotal: | | | | \$3,623.20 |

| | |
|------------------------|------------|
| Subtotal: | \$3,623.20 |
| Estimated Tax: | \$0.00 |
| Total US Funds: | \$3,623.20 |

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

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 Revision: 1
 Order Form Expiration Date: 10/12/2020

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For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to teacherneeded@Edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed): _____

Title: _____

Date: _____





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Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

| Products | Price |
|---|------------|
| EdOptions Academy College Pathways School Year | \$2,500.00 |
| EdOptions Academy Elementary Pathways | \$3,000.00 |
| EdOptions Academy Elementary Semester | \$1,600.00 |
| EdOptions Academy Active Yearly per Student | \$2,500.00 |
| EdOptions Academy Active Monthly per Course | \$80.00 |
| EdOptions Academy Active Monthly per Student | \$250.00 |
| EdOptions Academy 18 Week Core Courses | \$295.00 |
| EdOptions Academy 18 Week CTE and Elective Courses | \$295.00 |
| EdOptions Academy 18 Week Health and Fitness Courses | \$295.00 |
| EdOptions Academy 18 Week Advanced Courses | \$325.00 |
| EdOptions Academy 18 Week World Language Courses | \$325.00 |
| EdOptions Academy 18 Week Advanced World Language Courses | \$325.00 |
| EdOptions Academy 18 Week Course Extension Fee | \$50.00 |
| EdOptions Academy 9 Week Semester Courses | \$200.00 |
| EdOptions Academy 9 Week Course Extension Fee | \$25.00 |
| EdOptions Academy Test Prep Courses | \$295.00 |
| EdOptions Academy Remediation Courses | \$295.00 |

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses, Calvert Instructional Support = 14 days, College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Enrollment extensions are available: 2 Weeks - \$25. 4 Weeks - \$50.

Roles and Responsibilities:

Our Responsibilities

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.

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Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

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9.0 DISCUSSION

9.1

Choose 2nd meeting date:

for September & December 2020

Board Meetings

July-Dec 2020

Thursdays are early release day

July 2020

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August 2020

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November 2020

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December 2020

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July

23 Board Meeting

August

10, 11 & 12 Teacher Work Days

13 Students Return

20 Board Meeting

21 Teacher Work Day

September

7 Labor Day

10 Board Meeting

October

8 Board Meeting

12 Conferences

November

11 Veteran's Day

12 Board Meeting

23-27 Thanksgiving Break

December

14 Board Meeting

18-31 Winter Break

18 Teacher Work Day

Teachers: 186 Days

Students: 180 + 2 Emer Days

| PS Trimesters: | BH Qtrs: | BH Semester |
|----------------|---------------|------------------|
| 60 days | 45 days | 90 days |
| 1st: 11/6/2020 | 1st: 10/16/19 | 1st Sem: 1/14/21 |
| 2nd: 2/26/2021 | 2nd: 1/12/21 | 2nd Sem: 6/4/21 |
| 3rd: 6/4/21 | 3rd: 3/19/21 | |
| | 4th: 6/4/21 | |

Legend:

- Board Meeting
- Legal Holiday
- Teacher Work Day
- End of Trimester (PS)
- End of Quarter/Semester (BH)
- Local Holiday
- { } Emergency Day
- 31 Short Day

www.sebastopolschools.org

Thursdays are early release day

January 2021

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March 2021

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May 2021

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June 2021

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Board Policy

Parcel Taxes

New for us!

BP 3471

Business and Noninstructional Operations

***Note: The following policy is optional. Pursuant to Article 13A of the California Constitution and Government Code 50079, districts and county offices of education may levy, with voter approval, a qualified special tax known as a parcel tax on real property in accordance with Government Code 50075-50077.5. Unlike a traditional ad valorem property tax which is based on estimated property values and which cannot be levied by school districts, taxpayers generally pay a flat rate for a parcel tax regardless of property value. The funds can be used on any activities or items for which general fund moneys can be spent, including general operating expenses, as long as the funds are used strictly for the purposes specified in the ballot statement. ***

***Note: A parcel tax is separate from general obligation bonds that may be approved for the construction, reconstruction, rehabilitation, or replacement of school facilities. For information regarding the funding of specified facilities needs through the issuance of debt, see BP/AR 7214 - General Obligation Bonds. ***

***Note: Districts considering placing a parcel tax on the ballot should consult legal counsel. ***

of Trustees
The ~~Governing~~ Board recognizes its obligation to provide a high-quality educational program within safe facilities and secure campuses, and that additional funds are at times necessary to fulfill this responsibility. The Board may consider appropriate methods of financing and, when it is in the best interest of the district, may order the placement of a parcel tax on the ballot for approval by the voters.

- (cf. 3100 - Budget)
- (cf. 3470 - Debt Issuance and Management)
- (cf. 7110 - Facilities Master Plan)
- (cf. 7210 - Facilities Financing)
- (cf. 7214 - General Obligation Bonds)

The Board shall hold a noticed public hearing prior to approving a resolution for the adoption of a parcel tax. The resolution shall be approved by a two-thirds vote of the Board in order to be placed on the ballot. The resolution shall include the type and rate of the tax to be levied, the method of collection, and the date upon which an election shall be held to approve the levy of the tax. (Government Code 50077, 53724)

- (cf. 9320 - Meetings and Notices)
- (cf. 9323.2 - Actions by the Board)

***Note: Pursuant to Government Code 50079, the parcel tax must be applied uniformly to all taxpayers or all real property within the district, unless the Board grants an exemption as authorized by law. See section on "Exemptions" below. ***

***Note: In addition, Government Code 50079 provides that unimproved property may be taxed at a lower rate than improved property. However, different tax rates may not be imposed for different classifications of property. ***

***Note: In Borikas v. Alameda Unified School District, the appellate court concluded that the language in Government Code 50079 which states that the special tax "apply uniformly to all taxpayers or all real property" does not authorize different tax rates for residential and commercial/industrial properties, nor for different sized commercial/industrial properties. ***

The parcel tax shall apply uniformly to all taxpayers or all real property within the district, except that unimproved property may be taxed at a lower rate than improved property. (Government Code 50079)

The Board shall consult with legal counsel to ensure compliance with all requirements of law, including its determination of the appropriate amount of the proposed parcel tax and whether exemptions from the tax will be granted.

Any parcel tax to be proposed for voter approval shall provide for accountability measures, including, but not limited to, a statement indicating the specific purposes of the special tax and that the proceeds of the tax shall be used only for the specific purposes identified, creation of a separate account into which the proceeds shall be deposited, and annual reporting pursuant to Government Code 50075.3. (Government Code 50075.1)

No district funds, services, supplies, or equipment shall be used to support or defeat a parcel tax ballot measure. The Superintendent or designee may use district resources to provide students, parents/guardians, and community members with fair and impartial information related to a parcel tax ballot measure, including information about the impact of the parcel tax on the district. (Education Code 7054)

(cf. 1160 - Political Processes)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Upon approval of the tax by two-thirds of the votes, the district may levy the tax or contract with the county to collect the tax on the district's behalf. (Government Code 50077)

Exemptions

The Board may grant an exemption from the parcel tax for any or all of the following: (Government Code 50079)

- 1. Persons who are 65 years of age or older
- 2. Persons receiving Supplemental Security Income for a disability, regardless of age
- 3. Persons receiving Social Security Disability Insurance benefits, regardless of age, whose yearly income does not exceed 250 percent of the 2012 federal poverty guideline issued by the U.S. Department of Health and Human Services

Optional

Any exemption granted by the Board shall remain in effect until the taxpayer becomes ineligible. If the taxpayer becomes ineligible for the exemption for any reason, a new exemption may be granted in the same manner. (Government Code 50079)

If the district provides for an exemption from the parcel tax and contracts or enters into an agreement with the county to collect such tax, the district shall annually provide to the tax collector a phone

number where requests for exemption information may be directed and the link, if available, to the location on the district's web site that contains exemption information and the application for exemption. (Government Code 50079)

Legal Reference:

EDUCATION CODE

7054 Prohibition against use of district property for campaigning; informational only

ELECTIONS CODE

324 General election, definition

328 Local election, definition

341 Primary election, definition

348 Regular election, definition

356 Special election, definition

357 Statewide election, definition

1302 Local election to select governing board members

15372 Elections official certificate statement of election results

GOVERNMENT CODE

50075-50077.5 Voter-approved special taxes

50079 Qualified special taxes of school district

53724 Board resolution for special tax

54952 Definition of legislative body, Brown Act

REVENUE AND TAXATION CODE

2611.6 County tax bill special tax information

CALIFORNIA CONSTITUTION

Article 13A Taxation

COURT DECISIONS

Borikas v. Alameda Unified School District (2013) 214 Cal.App.4th 135

Management Resources:

CSBA PUBLICATIONS

The Impact of Pension Cost Increases on California Schools, January 2018

Behind the Numbers: The Cold, Hard Facts of California Public School Funding, January 2018

California Education Funding: Students Deserve Better, Fact Sheet, August 2017

California's Challenge: Adequately Funding Education in the 21st Century, December 2015

Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011

WEB SITES

CSBA: <http://www.csba.org>

U.S. Department of Health and Human Services: <http://www.hhs.gov>

Board Policy

Campus Security

BP 3515

Business and Noninstructional Operations

Note: The following optional policy should be modified to reflect district practice.

of Trustees

The ~~Governing~~ Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

- (cf. 4158/4258/4358 - Employee Security)
- (cf. 5131.5 - Vandalism and Graffiti)
- (cf. 5142 - Safety)

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

(cf. 0450 - Comprehensive Safety Plan)

we have @ BT

Surveillance Systems

Note: The following optional section is for use by districts that have authorized the use of surveillance systems. Generally, the use of cameras (i.e., a "search" within the meaning of the Fourth Amendment) must be reasonable and the cameras must not be used in areas where there is a "reasonable expectation of privacy" (New Jersey v. T.L.O.). To protect reasonable expectations of privacy, cameras should not be located in areas such as bathrooms, locker rooms, or private offices. In addition, Education Code 51512 prohibits the use of a recording device in a classroom without the prior consent of the teacher and principal. Examples of locations where cameras may generally be used include hallways, stairwells, parking lots, and cafeterias. For language about the use of cameras on school buses, see AR 5131.1 - Bus Conduct.

Note: Penal Code 632 prohibits the recording of conversations unless the parties to the conversation may reasonably expect that the communication may be overheard or recorded. Thus, if the district's equipment has audio capability, it should be disabled so that sounds are not recorded.

In consultation with the district's ~~safety planning committee~~, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

- (cf. 5131.1 - Bus Conduct)
- (cf. 5145.12 - Search and Seizure)

***Note: According to the National Institute of Justice publication The Appropriate and Effective Use

of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, signage is an important component of a successful surveillance system and can serve as a deterrent. The Institute recommends that the signs state that the system may or may not be actively monitored. Such language is intended to deter potential perpetrators while also not building an expectation among potential victims that a person is watching events live and will be able to provide immediate assistance.***

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Note: Pursuant to 20 USC 1232(g) (Family Educational Rights and Privacy Act), 34 CFR 99.3, and Education Code 49061, any recording or image that is directly related to a student and is maintained by the district or a person acting for the district is considered a "student record" and thus is subject to those laws regarding access, disclosure, and retention. See BP/AR 5125 - Student Records. Also see the U.S. Department of Education's FAQs on Photos and Videos under FERPA, located on its web site.

Note: In addition, a recording or image of a staff member that may be used in a personnel action is subject to the laws regarding personnel records, including an employee's right to comment on derogatory information placed in a personnel file. See AR 4112.6/4212.6/4312.6 - Personnel Files.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Administrative Regulation

Campus Security

New for us

AR 3515

Business and Noninstructional Operations

Note: The following optional administrative regulation may be used as a component of a comprehensive safety plan (see BP/AR 0450 - Comprehensive Safety Plan) and should be modified to reflect district practice.

safety

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings and interior spaces from outsiders and discourage trespassing

These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)
(cf. 5112.5 - Open/Closed Campus)

3. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti and implement campus beautification.

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5137 - Positive School Climate)
(cf. 6142.4 - Service Learning/Community Service Classes)

4. Control access to keys and other school inventory

(cf. 3440 - Inventories)

5. Detect and intervene with school crime

These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

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- (cf. 3515.3 - District Police/Security Department)
- (cf. 3515.7 - Firearms on School Grounds)
- (cf. 3516.2 - Bomb Threats)
- (cf. 5116.2 - Involuntary Student Transfers)
- (cf. 5131.2 - Bullying)
- (cf. 5131.7 - Weapons and Dangerous Instruments)
- (cf. 5141.52 - Suicide Prevention)
- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 5145.9 - Hate-Motivated Behavior)
- (cf. 6164.2 - Guidance/Counseling Services)

All staff shall receive training in building and grounds security procedures and emergency response.

- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.1.9, 1010.1.11)

Keys

Note: The following optional section should be modified to reflect district practice.

All keys used in a school shall be the responsibility of the principal or designee. Keys shall be issued only to authorized employees who regularly need a key in order to carry out their job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

Note: Pursuant to Penal Code 469, a person who knowingly possesses, duplicates, uses, or attempts to use or duplicate a key without authorization may be guilty of a misdemeanor.

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

Board Policy

Food Service Operations/Cafeteria Fund

BP 3551

Business and Noninstructional Operations

***Note: The following policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are mandated to adopt policy addressing meal charges, including delinquent meal charges; see the section "Meal Sales" below and the accompanying administrative regulation. ***

***Note: Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to construct buildings. Authorized expenditures are specified in Education Code 38101 and defined in the California Department of Education's (CDE) California School Accounting Manual. ***

of Trustees

The ~~Governing~~ Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

- (cf. 3100 - Budget)
- (cf. 3300 - Expenditures and Purchases)
- (cf. 3311 - Bids)
- (cf. 3550 - Food Service/Child Nutrition Program)
- (cf. 3552 - Summer Meal Program)
- (cf. 5030 - Student Wellness)

***Note: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. See CDE's Nutrition Services Division Management Bulletin 10-2019 for information about state hiring standards. ***

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

***Note: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training on administrative practices (i.e., training in application, certification, verification, meal

counting, and meal claiming procedures) at least once each year. In addition, all food service personnel are required to receive annual training that is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and to ensure program compliance and integrity. Food service personnel must obtain certification on an annual basis to demonstrate competence in the training. In addition, training is required to include modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. CDE provides online training that meets these requirements; see CDE's web site. ***

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

***Note: The following section may be revised by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school. For further information, see BP 3553 - Free and Reduced Price Meals. ***

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

***Note: Pursuant to Education Code 38082, the Governing Board may adopt a resolution to authorize serving meals to additional persons other than those listed above. CDE's Nutrition Services Division Management Bulletin 00-111 states that the Board's policy or resolution must specify the means for serving those persons and indicates that using funds from the National School Lunch or Breakfast Program to serve any nonstudent would be contrary to program goals. The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice. ***

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

***Note: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, which are paid from district funds other than the cafeteria fund, pursuant to Education Code 38100). ***

***Note: Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin SNP 11-2019. ***

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

(cf. 3553 - Free and Reduced Price Meals)

***Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. See the accompanying administrative regulation for additional language fulfilling this mandate. ***

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with BP/AR 3553 - Free and Reduced Price Meals, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

***Note: Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students whose parents/guardians have unpaid meal fees are not shamed or treated differently than other students. As amended by SB 265 (Ch. 785, Statutes of 2019), Education Code 49557.5 provides that students with unpaid meal fees must not be denied a reimbursable meal of their choice, eliminating the possibility that a school could provide an alternative meal to a student with unpaid meal fees. For further information about unpaid meal charges, see CDE's Nutrition Services Division Management Bulletin SNP-03-2017. ***

***Note: In addition, Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals. ***

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or denied a meal of the student's choice. (Education Code 49557, 49557.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)

Cafeteria Fund

***Note: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district. ***

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

***Note: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2). ***

~~OPTION 1:~~ The wages, salaries, and benefits of food service employees shall be paid from the district's

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general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred.
(Education Code 38103)

OPTION 2: The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

***Note: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation. ***

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

***Note: The following section is optional. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements. ***

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

***Note: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. USDA Memorandum SP 38-2017 clarifies that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to the Memorandum, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States. ***

***Note: Limited exceptions to the Buy American requirement are described in USDA Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying

the exception(s). ***

***Note: Pursuant to Education Code 49563, CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued. ***

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

new

***Note: Pursuant to Public Contract Code 20111, districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph. ***

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

new

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

***Note: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. Each district is reviewed at least once every three years except that, for school years from 2017-2019 through 2021-22, the three-year review cycle was extended to a five-year cycle pursuant to a waiver submitted by CDE's Nutrition Services Division to USDA. See CDE's nutrition services web site for a current list of documents that may be requested for the review. ***

***Note: During the Administrative Review, CDE will review district policies on unpaid meal charges, unpaid meal debt, the prohibition against shaming of students whose families cannot pay for a meal or who have unpaid meal debt, and processes for notifying parents/guardians of these policies at the beginning of the school year and when a student enrolls during the school year. ***

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

(cf. 3555 - Nutrition Program Compliance)

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Administrative Regulation

Food Service Operations/Cafeteria Fund

AR 3551

Business and Noninstructional Operations

***Note: Districts that provide breakfast and/or lunch free of charge to all students (i.e., "universal meal service") at one or more schools pursuant to 42 USC 1759a or Education Code 49550.5 should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals. ***

Payments for Meals

***Note: State and federal law (Education Code 49550, 49557; 42 USC 1758, 1773; 7 CFR 245.8) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. Districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day. ***

***Note: In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014. ***

***Note: The following section includes recommendations of the California Department of Education's (CDE) Nutrition Services Division Management Bulletin and the USDA's "School Meals - FAQs" on the USDA's web site and may be revised to reflect district practice. ***

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

***Note: Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a system for notifying parents/guardians when a student's meal payment account has a low or negative balance. ***

***Note: According to USDA's Memorandum SP-23-2017, the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's Nutrition Services Division Management Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy. ***

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)
(cf. 5145.6 - Parental Notifications)

***Note: The following optional paragraph may be revised to reflect district practice. According to the USDA's "School Meals - FAQs," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets when applications for free and reduced-price meals are distributed or approved; (2) maintains a list of students who have reported lost and stolen tickets and the number of occurrences for each student; (3) issues at least one advance warning to the student or the student's parent/guardian prior to refusing to issue a replacement ticket; and (4) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy. ***

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports a ticket as lost or stolen.

However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or

designee shall investigate any claim that a bill does not belong to a student or is inaccurate, and shall open a new account as appropriate for a student whose account appears to have been misused.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

***Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals. ***

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

***Note: The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program. Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Such policy may be consistent for all students or vary by grade level. The following section may be revised to reflect district practice. ***

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

New!

Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)

New

***Note: Education Code 49557.5 requires that parents/guardians be notified no later than 10 days after a student's school meal account has reached a negative balance. At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice. ***

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

New

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

***Note: The following optional paragraph reflects CDE guidance in its Nutrition Services Division Management Bulletin SNP-03-2017. ***

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

***Note: CDE's Nutrition Services Division Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below. ***

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

***Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15. ***

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

***Note: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests. ***

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

New ↓

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

(cf. 3510 - Green School Operations)

New

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

***Note: Education Code 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund. ***

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

(cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases)

***Note: Education Code 38101 permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds. ***

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

***Note: The following optional paragraph is for use by districts that choose to provide universal breakfast (free of charge to all students) at one or more schools. Pursuant to Education Code 49550.5, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE. The requirement to submit certification does not apply to any district that provides universal breakfast pursuant to a federally authorized provision (e.g., Provision 1, 2, or 3 or the Community Eligibility Provision of the National School Lunch Act). ***

With CDE approval, the district may use cafeteria funds to supplement the provision of universal breakfast. On or before July 1 of each year, the district shall submit to CDE a Board-signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered by the district with nonfederal funds. (Education Code 49550.5)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

***Note: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and USDA guidance SP 60-2016, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented. ***

Indirect costs charged to the food service program shall be based on either the district's prior year

indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

***Note: Pursuant to 7 CFR 210.14 and 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months' average expenditures. If there is a surplus, then according to USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin NSD-SNP-07-2013 provides that CDE may approve a district's net cash resources in an amount greater than three months' average expenditures if the district has a spending plan for the excess funds in place with the Nutrition Services Division. ***

Net cash resources in the nonprofit school food service shall not exceed three months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

***Note: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools. ***

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

***Note: The following optional section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts the district maintains; see the accompanying Board policy. ***

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with

the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointments and Conditions of Employment)

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Board Policy

Consultants

BP 3600

Business and Noninstructional Operations

of Trustees

The ~~Governing~~ Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

Note: Labor Code 2750.3, as added by AB 5 (Ch. 296, Statutes of 2019), codifies the three-part "ABC" test established in *Dynamex Operations West, Inc. v. Superior Court of Los Angeles* to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. Although Labor Code 2750.3 does not explicitly state whether it applies to public agencies, CSBA recommends that districts adhere to its provisions.

Note: AB 5 also amended Unemployment Insurance Code 606.5 and 621 to incorporate the three-part ABC test from the *Dynamex* decision. Since public school employers are subject to certain provisions in the Unemployment Insurance Code, districts should apply the three-part ABC test to determine a worker's eligibility for unemployment benefits.

Note: Pursuant to Labor Code 2750.3, a person is considered to be an independent contractor rather than an employee if the person (1) is free from the control and direction of the district in connection with the performance of the work, (2) performs work that is outside the usual course of providing educational services, (i.e. services provided by the person's own independent business and not services that ordinarily would be performed by district employees), and (3) is customarily engaged in an independently established trade, occupation, or business.

Note: Labor Code 2750.3 establishes exceptions to the use of the three-part ABC test, including (1) when a person's status as an employee or independent contractor is defined by the Labor Code, Unemployment Insurance Code, or an applicable wage order of the Industrial Welfare Commission; (2) when a court rules that the three-part test cannot be applied to a particular context; or (3) when specifically exempted within Labor Code 2750.3. Under the second and third scenarios, the determination of whether a person is an employee or independent contractor is then made pursuant to the court's decision in *S.G. Borello & Sons, Inc. v. Department of Industrial Relations*, which made employment status a fact-dependent ruling based on the extent to which the employer had a right to control the work that was being done. Tutors are potentially excepted from the three-part test in Labor Code 2750.3 if they develop and teach their own curriculum, but not if they teach a curriculum created by a public school or contract with a public school through a referral company.

***Note: As this area of law is complex and may alter the legal and financial obligations of the district to particular workers (e.g., eligibility for workers compensation, unemployment and disability insurance benefits, and district health and welfare benefits), legal counsel should be consulted when questions

arise regarding the status of those who provide services to the district for remuneration.***

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor. A person, firm, or organization shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2750.3)

new

1. The person or entity is free from the control and direction of the district in connection with the performance of the work.
2. The person or entity is performing work that is outside the usual course of the district providing educational services.
3. The person or entity is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)

All consultant contracts shall be brought to the Board for approval.

- (cf. 3311 - Bids)
- (cf. 3312 - Contracts)
- (cf. 4132/4232/4332 - Publication or Creation of Materials)

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

new

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 0415 - Equity)
- (cf. 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

- (cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other

public agency for the specific days when they work for the district.

Note: Pursuant to Government Code 12940, certain protections afforded to employees are extended to independent contractors; see BP/AR 4030 - Nondiscrimination in Employment. Government Code 12940 also provides that the district may be held liable for sexual harassment committed against employees by nonemployees, including independent contractors, if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

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