

***Eureka City Schools Board of Education***

2100 J Street - Eureka, CA 95501 | Frances H. Taplin Board Room

**Regular Meeting**

6:30 PM

**October 6, 2022**

**AGENDA**

**A. CALL TO ORDER OF OPEN SESSION (5:30 p.m.)**

**B. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

**C. CLOSED SESSION (Room 118)**

- (1) Employee Discipline, Dismissal, Release, Accept the Resignation of a Public Employee (GC § 54957)
- (2) Public Employment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. J(11)
- (3) Public Employee Appointment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. J(11)
- (4) Conference with Labor Negotiator Superintendent Van Vleck Regarding Eureka Teachers Association, Classified White and Blue Collar Units, and/or Unrepresented Employees (Confidential and Classified and Certificated Management) (GC § 54957.6)
- (5) Public Employee Performance Evaluation (Gov. Code §54957) Title: Superintendent
- (6) Consideration of Student Expulsion (EC Sec 48918(c) or 760030) [Student #22-23-018; Resolution #22-23-006]

**D. RECONVENING OF OPEN SESSION**

**E. REPORT OUT FROM CLOSED SESSION**

**F. PLEDGE OF ALLEGIANCE TO THE FLAG - EUREKA HIGH SCHOOL**

**G. ADJUSTMENT TO THE AGENDA**

*The Board of Trustees reserves the right to change the order in which agenda items are discussed and/or acted upon at this meeting. Subject to further action by the Board, this meeting will proceed as provided in this agenda. Items may be added to this agenda for discussion or action only as permitted by law.*

- (7) Approval of Agenda

**H. INFORMATION**

- (8) Student Reports
- (9) Superintendent's Reports
- (10) Board Members' Reports

## **I. PUBLIC COMMENT ON NON-AGENDA ITEMS**

**\* IN ORDER TO ADDRESS THE BOARD, PLEASE COMPLETE THE GREEN SPEAKER'S FORM AT THE DOOR AND GIVE TO THE BOARD PRESIDENT.**

*Individual speakers shall be allowed three (3) minutes to address the Board on each non-agenda or agenda item. The Board shall limit the total time for public input on each item to twenty (20) minutes (BB 9323(b)).*

## **J. CONSENT CALENDAR**

- (11) Approval of Personnel Action Report No. 4

*Referred to the Board by:*

*Renae Will, Executive Director of Personnel Services of Public Affairs*

- (12) Approval of Minutes from the Regular Meeting on September 15, 2022 and the Special Meetings on September 16, 2022 and September 19, 2022

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (13) Approval of 2022-23 Transportation Services Agreement between Northern Humboldt Union High School District (NHUHS) and Eureka City Schools (ECS)

*Referred to the Board by:*

*Paul Ziegler, Assistant Superintendent of Business Services*

- (14) Approval and Receipt of Grant Award Notice: Strengthening Career and Technical Education for the 21st Century Act

*Referred to the Board by:*

*Paul Ziegler, Assistant Superintendent of Business Services*

- (15) Approval of Intent to Apply for the School Health Demonstration Project

*Referred to the Board by:*

*Lisa Claussen, Director of Student Services*

- (16) Approval of Grant Agreement Between County of Humboldt (Department of Health & Human Services) and Eureka City Schools (Family Resource Center)

*Referred to the Board by:*

*Lisa Claussen, Director of Student Services*

- (17) Approval of Amended Memorandum of Understanding Between County of Humboldt and Eureka City Schools Humboldt Bridges to Success Program

*Referred to the Board by:*

*Lisa Claussen, Director of Student Services*

- (18) Approval of Memorandum of Understanding (MOU) between the County of Humboldt and Eureka City Schools for Measure Z Funding for 2022-2023 (School Resource Officer)

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

## **K. DISCUSSION/ACTION**

- (19) Consideration of Student Expulsion (EC Sec 48918(c) or 760030) [Student #22-23-018; Resolution#22-23-006]

*Referred to the Board by:*

*Lisa Claussen, Director of Student Services*

- (20) Discussion and Possible Adoption of Resolution 22-23-007 - Thanking the Eureka City Council and Acknowledging Official Position on One-Way Streets Surrounding Washington Elementary School

*Referred to the Board by:*

*Fred Van Vleck, Ed.D., Superintendent*

- (21) Approval of 2022-2023 Strategic Plan

*Referred to the Board by:*

*Gary Storts, Assistant Superintendent of Educational Services*

- (22) Approval of Low Bid for the EHS Science Building Project

*Referred to the Board by:*

*Paul Ziegler, Assistant Superintendent of Business Services*

- (23) Approval of Additive Alternates for the EHS Science Building Project

*Referred to the Board by:*

*Paul Ziegler, Assistant Superintendent of Business Services*

- (24) Oral Recommendation Regarding Salary and/or Fringe Benefits and Consideration of Ratification of Superintendent's Employment Agreement

*Referred to the Board by:*

*Lisa Ollivier, Trustee*

## **L. DISCUSSION**

- (25) Preliminary Pupil Summary Results for the 2021-22 Administration of the California Assessment of Student Performance and Progress (CAASPP) for English Language Arts and Math

*Referred to the Board by:*

*Gary Storts, Assistant Superintendent of Educational Services*

- (26) Update to the Governing Board on the District's Approach to Strategic Priority Area 3: Mental Health, Socio-Emotional Wellness, and Family Engagement

*Referred to the Board by:*

*Lisa Claussen, Director of Student Services*

## **M. CLOSED SESSION (continued)**

## **N. RECONVENING OF OPEN SESSION (continued)**

## **O. REPORT OUT FROM CLOSED SESSION (continued)**

## **P. INFORMATIONAL ONLY ITEMS**

- (27) Information Only: November 2022 - Review of CDE Calendar of Events

## **Q. ADJOURNMENT**

*Notice: Documents and materials relating to an open session agenda that are provided to the Board less than 72 hours prior to a regular meeting will be available for public inspection and copying at the Eureka City Schools District Office, Superintendent's Office (Room 108), 2100 J Street, Eureka, CA 95501.*

*Notice: Eureka City Schools adheres to the Americans with Disabilities Act. Should you require special accommodations or auxiliary aids and services in order to participate in the Board meeting, please contact the Superintendent's Office (Room 108) in writing three days prior to the meeting at 2100 J Street, Eureka, CA 95501.*

*Notice: Regular Board meetings may be digitally recorded. Per Board policy, recordings may be erased or destroyed 30 days after the meeting.*

*Notice: The Governing Board reserves the right to take action on any item listed on this agenda.*



## AGENDA ITEM

Agenda Title: Approval of Personnel Action Report No. 4

Meeting Date: October 6, 2022

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve Personnel Action Report No. 4.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

N/A

### STRATEGIC PLAN/PRIORITY AREA:

Priority Area 7: Human Resources

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

N/A

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

N/A

**WHO** *(list the name of the contact person(s), job title, and site location)*

Renae M. Will, Executive Director of Personnel Services and Public Affairs

### ATTACHMENTS:

Description

- ▣ Personnel Report No. 4

**EUREKA CITY SCHOOLS  
PERSONNEL REPORT NO. 4  
October 6, 2022**

The following personnel are submitted to the Board of Education of the Eureka City Schools for approval:

**CERTIFICATED PERSONNEL**

**RESIGNATIONS**

Shull, Angela	Assistant Principal, 205 Work Days, (EHS), eff. 9/21/22
Steinbock, Christine	Probationary I Elementary Teacher, 1.0 FTE, (Grant), eff. 9/21/22

**ASSIGNMENTS**

Bass, Michael	Department Chair, PE, (EHS), eff. 2022 – 2023
Baugh, Rebecca	Department Co-Chair, Science, (EHS), eff. 2022 – 2023
Boyer, Lucia	Department Co-Chair, Science, (EHS), eff. 2022 – 2023
Carroll, Gabrielle	Probationary II Teacher, 1.0 FTE, (Grant), eff. 9/21/22
Clower, Dana	Department Co-Chair, Math, (EHS), eff. 2022 – 2023
Dean-Mervinsky, Jennifer	Department Chair, Social Science, (EHS), eff. 2022 – 2023
Devlin, Katie	Department Chair, SPED, (EHS), eff. 2022 – 2023
Hanrahan, Leah	Temporary Teacher, 0.334 FTE, (Zoe Barnum), eff. 9/13/22 – 6/15/23
Muldoon, Matt	Department Co-Chair, Math, (EHS), eff. 2022 – 2023
Olson, Timothy	Department Chair, World Languages, (EHS), eff. 2022 – 2023
Radden, Viki	Temporary Day to Day Adult Ed. Teacher, Hourly, (Lincoln), eff. 8/8/22 – 6/30/23
Sarvinski, Alissa	Department Chair, Ag, (EHS), eff. 2022 – 2023
Staiano, Mauro	Department Co-Chair, English, (EHS), eff. 2022 – 2023
Stevens, David	Department Chair, CTE, (EHS), eff. 2022 – 2023
Voss, Nanette	Department Co-Chair, English, (EHS), eff. 2022 – 2023
White, Julia	Department Chair, AVID, (EHS), eff. 2022 – 2023
Young, Charles	Department Chair, VAPA, (EHS), eff. 2022 – 2023

**CHANGE OF STATUS**

Cardenas, Marissa	From: Temporary Teacher, 1.0 FTE, (Lafayette) To: Probationary II Teacher, 1.0 FTE, (Lafayette), eff. 8/17/22
Kelley, Allison	From: Pregnancy Disability Leave, 1.0 FTE To: Probationary I Education Specialist, 1.0 FTE, (Washington), eff. 8/17/22
LaRochelle, Melinda	From: Probationary II Teacher, 0.2 FTE, (EHS) and Teacher, 0.8 FTE, (EHS) To: Teacher, 1.0 FTE, (EHS), eff. 8/17/22

Matson, Carrie	From: Family Medical Leave, 1.0 FTE To: Teacher, 1.0 FTE, (EHS), eff. 9/19/22
Mitchell, Sean	From: Probationary II Teacher, 0.2 FTE, (EHS) and Teacher, 0.8 FTE, (EHS) To: Teacher, 1.0 FTE, (EHS), eff. 8/17/22
White, Julia	From: Probationary I Teacher, 0.8 FTE, (EHS) To: Probationary II Teacher, 0.8 FTE, (EHS) and Probationary I Teacher, 0.2 FTE, (EHS), eff. 8/17/22

### LEAVES OF ABSENCE

Dehart, Kaitlan	From: Pregnancy Disability Leave, 1.0 FTE To: Child Bonding Leave, 1.0 FTE, eff. 7/20/22
Younger, Sandy	From: Teacher, 1.0 FTE, (Washington) To: Family Medical Leave, 1.0 FTE, eff. 9/26/22

### DAY-TO-DAY SUBSTITUTE TEACHERS

Bushta, Emily	Day to Day Substitute Teacher, (District), eff. 9/15/22 – 6/30/23
Morgan, Jacob	Day to Day Substitute Teacher, (District), eff. 9/15/22 – 6/30/23
Rye, William	Day to Day Substitute Teacher, (District), eff. 9/15/22 – 6/30/23
Van Mantgem, Elizabeth	Day to Day Substitute Teacher, (District), eff. 9/15/22 – 6/30/23

### CLASSIFIED PERSONNEL

#### RETIREMENT

Comer, Mark	Custodian (Corp Yard), 2 hrs/day, eff. 9/17/22
Comer, Mark	Monitor (Alice Birney), 5.75 hrs/day, eff. 9/17/22

#### RESIGNATIONS

Arnold, Travis	Custodian (Lafayette), 8 hrs/day, eff. 9/17/22
Garrett, Misty	School Bus Driver (Corp Yard), 5.25 hrs/day, eff. 10/1/22
Letter, Madisyn	Behavioral Support Asst (Alice Birney), 6.25 hrs/day, eff. 9/22/22
Lo, Pang	Instr Asst Spec Ed III (DW), 6 hrs/day, eff. 10/1/22
Mullins, Taylor	Family Services Advocate (MFRC), 7.5 hrs/day, eff. 9/22/22
Swift, Roberta	Sr. Food Service Worker (DW), 8 hrs/day, eff. 10/1/22

#### ASSIGNMENTS

Bialous, Melanie	Early Education Assistant (Lafayette), 6 hrs/day, eff. 9/26/22
Cabrero, Giselle	Family Support Coach (DW), 8 hrs/day, eff. 9/26/22
Dittenhoefer, Cassandra	After-School Program Asst (Zane), 3 hrs/day, eff. 9/12/22

Karges, Valencia	Speech Language Pathologist Asst (DW), 7 hrs/day, eff. 9/19/22
Karp, Jared	Instr Asst Special Ed III (DW), 6.25 hrs/day, eff. 9/7/22
Langdon, Ruby	After-School Program Asst (Washington), 3 hrs/day, eff. 9/12/22
Legg, Heather	Instructional Assistant Indian Ed (DW), 8 hrs/day, eff. 9/30/22
Nilsen, Marilyn	Literacy Technician (Grant), 5.25 hrs/day, eff. 9/21/22
Perez, Jeanette	Monitor (Washington), 4 hrs/day, eff. 9/23/22
Priolo, John	Food Service Delivery Driver (DW), 8 hrs/day, eff. 8/31/22
Sobel, Sabrina	Instr Asst Spec Ed III (DW), 6.5 hrs/day, eff. 9/15/22
Spears, Shaunte'	After-School Prog Asst (Washington), 3 hrs/day, eff. 9/23/22
Stringer, Sophie	Int Clerk Typist (Washington), 3 hrs/day, eff. 9/21/22
Temme, Christopher	Food Service Worker (CK), 8 hrs/day, eff. 8/29/22
Vadas, Kathryn	After-School Prog Asst (Grant), 3 hrs/day, eff. 9/19/22

### SPECIAL APPOINTMENTS

Daugherty, Kimberly	Custodial Sub, eff. 9/6/22
Dyer, Timothy	Paraprofessional Sub, eff. 9/21/22
Marsh, Everett	Paraprofessional Sub, eff. 9/13/22
Near, Amanda	Paraprofessional Sub, eff. 9/23/22
Renshaw, Courtney	Food Service Sub, eff. 8/23/22
Renshaw, Courtney	Monitor Sub, eff. 8/23/22
Treat, Natalie	Monitor Sub, eff. 8/24/22

### CHANGE OF STATUS

Anderson, Lisa	From: Instr Asst Spec Ed III (DW), 6 hrs/day and After-School Prog Asst (Washington), 2 hrs/day To: Instr Asst Spec Ed III (DW), 6.5 hrs/day and After-School Prog Asst (Washington), 1.5 hrs/day, eff. 8/22/22
Brower, Crystal	From: Instr Asst Spec Ed III (DW), 6 hrs/day To: Instr Asst Spec Ed III (DW), 6.5 hrs/day, eff. 8/23/22
Carrick, Faith "Ayla"	From: Instr Asst Spec Ed III (DW), 6.5 hrs/day To: Instr Asst Spec Ed III (DW), 7 hrs/day, eff. 8/29/22
Charbonneau, Matthew	From: After-School Prog Asst (Zane), 3 hrs/day To: After-School Prog Asst (Zane), 2.6 hrs/day, eff. 8/22/22
Chill, Christin	From: Food Service Worker (DW), 4 hrs/day To: Food Service Worker (DW), 6 hrs/day, eff. 8/19/22
Dittenhoefer, Cassie	From: After-School Prog Asst (Zane), 3 hrs/day To: After-School Prog Asst (Zane), 3.2 hrs/day, eff. 9/12/22
Ethridge, Cyndal	From: Classroom Aide (Grant), 4.5 hrs/day To: Instr Asst Spec Ed III (DW), 6 hrs/day, eff. 9/21/22

Garrett, Misty	From: School Bus Driver (Corp Yard), 5.5 hrs/day To: School Bus Driver (Corp Yard), 5.25 hrs/day, eff. 8/19/22
German, Elena	From: After-School Prog Asst (Zane), 3 hrs/day To: After-School Prog Asst (Zane), 3.2 hrs/day, eff. 8/22/22
Hill, Sherry	From: School Bus Driver (Corp Yard), 6 hrs/day and Warehouse Delivery Driver (Corp Yard), 2 hrs/day To: School Bus Driver (Corp Yard), 5.5 hrs/day and Warehouse Delivery Driver (Corp Yard), 2 hrs/day, eff. 8/19/22
Ith, Sophal	From: School Bus Driver (Corp Yard), 5.75 hrs/day and Food Service Worker (DW), 2.25 hrs/day To: School Bus Driver (Corp Yard), 6 hrs/day and Food Service Worker (DW), 2 hrs/day, eff. 8/19/22
Karges, Caleb	From: Behavioral Support Asst (DW), 7 hrs/day To: Behavioral Support Asst (DW), 8 hrs/day, eff. 9/1/22
Kasper, Jeffrey	From: Instr Asst Spec Ed III (DW), 6 hrs/day To: Instr Asst Spec Ed III (DW), 6.5 hrs/day, eff. 8/22/22
Lemley, Melissa	From: Monitor (Zane), 3 hrs/day To: Int Clerk Typist (Zane), 0.5 hrs/day and Secondary School Att Clerk (Zane), 3 hrs/day, eff. 9/7/22
Lucas, Barb	From: Monitor (Grant), 3.75 hrs/day To: Monitor (Grant), 4 hrs/day, eff. 8/30/22
Marsh, Leigh "Allison"	From: Classroom Aide (Lafayette), 5 hrs/day and After-School Prog Asst (Lafayette), 3 hrs/day To: Classroom Aide (Lafayette), 4 hrs/day and Lead After-School Prog Asst (Lafayette), 4 hrs/day, eff. 8/22/22
Popoff, Natalie	From: Instr Asst Spec Ed III (DW), 6.5 hrs/day and After-School Prog Asst (Alice Birney), 1.5 hrs/day To: Instr Asst Spec Ed III (DW), 6.5 hrs/day and After-School Prog Asst (Grant), 1.5 hrs/day, eff. 8/22/22
Rainwater, Jana	From: Behavioral Support Asst (Alice Birney), 6 hrs/day To: Behavioral Support Asst (Washington), 6 hrs/day, eff. 8/22/22
Speer, Sharyn	From: Instr Asst Spec Ed III (DW), 6 hrs/day To: Instr Asst Spec Ed III (DW), 7 hrs/day, eff. 9/1/22

Tollefson, Amy                      From: Classroom Aide (Lafayette), 3 hrs/day  
To: Classroom Aide (Lafayette), 3 hrs/day and  
Int Clerk Typist (Lafayette), 4 hrs/day, eff. 9/12/22

LEAVES

Montero-Cabrera, Ashley        From: Lead After-School Prog Asst (Washington), 4 hrs/day  
To: Medical Leave, eff. 8/22/22-9/5/22

Day, Rebecca,                      From: Food Svc Warehouse Lead (CK), 8 hrs/day  
To: Family and Medical Leave, eff. 8/22/22-10/6/22

Heidger, Val                        From: Monitor (Grant), 2 hrs/day and  
Literacy Tech (Grant), 3 hrs/day and  
After-School Prog Asst (Grant), 3 hrs/day  
To: Family and Medical Leave, eff. 9/21/22-10/14/22  
To: Medical Leave, eff. 10/15/22-12/21/22

Karges, Valencia                      From: Speech Lang Path Asst, (DW), 7 hrs/day  
To: Speech Lang Path Asst, (DW), 3.25 hrs/day, eff. 9/19/22  
(Partial Unpaid Leave of Absence)

Needham, Evan                      From: After-School Program Asst (Grant), 3 hrs/day  
To: After-School Program Asst (Grant), 2.4 hrs/day,  
eff. 8/22/22-12/16/22 (Partial Unpaid Leave of Absence)

Skweir, Camille                      From: Sec Math Tech (EHS), 4 hrs/day  
To: Sec Math Tech (EHS), 8 hrs/day  
To: Sec Math Tech (EHS), 7.4 hrs/day, eff. 9/12/22-6/15/22  
(Partial Unpaid Leave of Absence)

Peper, Wanda                        From: Monitor (Lafayette), 3 hrs/day  
To: Medical Leave, eff. 9/5/22-12/5/22

Vernon, Daniel                      From: After-Sch Prog Asst (Alice Birney), 3 hrs/day  
To: After-Sch Prog Asst (Alice Birney), 2 hrs/day, eff. 8/22/22-6/15/22  
(Partial Unpaid Leave of Absence)

## AGENDA ITEM

Agenda Title: Approval of Minutes from the Regular Meeting on September 15, 2022 and the Special Meetings on September 16, 2022 and September 19, 2022

Meeting Date: October 6, 2022

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the minutes from the Regular Meeting on September 15, 2022 and the Special Meetings on September 16, 2022, September 19, 2022, and September 21, 2022.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

Not applicable.

**STRATEGIC PLAN/PRIORITY AREA:**

Subject does not apply to a Strategic Plan Priority Area

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Not applicable.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

Not applicable.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Ed.D. - Superintendent

**ATTACHMENTS:**

Description

- ▣ Special Board Meeting - 09.16.22
- ▣ Special Board Meeting - 09.19.22
- ▣ Regular Board Meeting - 09.15.22

## **Eureka City Schools | Board of Education**

Central Kitchen – Food Services Dept. – 642 West 14<sup>th</sup> Street – Eureka, CA 95501  
Tour of Central Kitchen

### **Special Meeting**

8:00 a.m.

**September 16, 2022**

### **MINUTES**

#### **A. CALL TO ORDER OF STUDY SESSION**

President Ollivier called the meeting to order at 8:00 a.m.

Members Present: Ollivier, Rebholtz, Johnson

Staff Present: Van Vleck, Ziegler, Harris

#### **B. PUBLIC COMMENT ON STUDY SESSION ITEM**

No public comment.

#### **C. STUDY SESSION**

- (1) Tour of Central Kitchen  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services

Kevin Ralston, Director of Food Services, provided members of the Governing Board with a tour of the Central Kitchen facilities, located at the District's Corporation Yard. The Central Kitchen prepares over 2,200 meals per day for students at Eureka City Schools, including breakfast, lunch, and supper. In addition to providing food services to all nine Eureka City Schools sites, Central Kitchen also provides food to students attending school through the Education Resource Center (ERC) and Glen Paul School (both run through the Humboldt County Office of Education), Pacific View Charter (both Eureka sites), and Northern United Charter Schools (both Eureka sites).

#### **D. ADJOURNMENT**

The meeting adjourned at 8:22 a.m.

Respectfully submitted,

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Fred Van Vleck, Ed.D.  
Secretary of the Board of Education

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Micalyn Harris, Recording Secretary



**Eureka City Schools | Board of Education**

2100 J Street, Eureka, CA 95501 (Outside District Office - J/Humboldt Street)  
Tour of Career Technical Education Classrooms at Eureka High School

**Special Meeting**  
8:00 a.m.  
**September 16, 2022**  
**MINUTES**

**A. CALL TO ORDER OF STUDY SESSION**

President Ollivier called the meeting to order at 11:00 a.m.

Members Present: Ollivier, Rebholtz, Johnson  
Members Absent: Fernandez, Duncan  
Staff Present: Van Vleck, Ziegler, Harris

**B. PUBLIC COMMENT ON STUDY SESSION ITEM**

No public comment.

**C. STUDY SESSION**

- (1) Tour of Career Technical Education (CTE) Facilities at Eureka High School - 1915 J Street (various locations)  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent

Staff provided a tour of the Career Technical Education (CTE) Facilities at Eureka High School to members of the Governing Board and Senator Mike McGuire.

**D. ADJOURNMENT**

The meeting adjourned at 12:05 p.m.

Respectfully submitted,

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Fred Van Vleck, Ed.D.  
Secretary of the Board of Education

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Micalyn Harris, Recording Secretary

**Eureka City Schools | Board of Education**

District Office - 2100 J Street - Eureka, CA 95501

Frances H. Taplin Board Room

**Regular Meeting**

6:30 PM

**September 15, 2022**

**MINUTES**

**A. CALL TO ORDER OF OPEN SESSION**

President Ollivier called the open session to order at 4:03 p.m.

Members Present: Duncan, Johnson, Ollivier, Rebholtz

Members Absent: Fernandez

Staff Present: Van Vleck, Ziegler, Storts, Will, Claussen, Harris

[Note: Cabinet did not attend discussions on Closed Session Item C(6).]

**B. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

No public comment on closed session items.

President Ollivier notes on Closed Session Item C(9), relating to the Jacobs Building Property - concerning price and/or terms of payment pursuant to Government Code Section 54956.8 - the District's Attorney, Erin Stagg, will be participating as a negotiator on behalf of Eureka City Schools.

**C. CLOSED SESSION (Closed to Public) (Room 118)**

President Ollivier moved the meeting to closed session to discuss closed session items.

- (1) Employee Discipline, Dismissal, Release, Accept the Resignation of a Public Employee (GC § 54957)
- (2) Public Employment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. K(15)
- (3) Public Employee Appointment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. K(15)
- (4) Conference with Labor Negotiator Superintendent Van Vleck Regarding Eureka Teachers Association, Classified White and Blue Collar Units, and/or Unrepresented Employees (Confidential and Classified and Certificated Management) (GC § 54957.6)
- (5) Conference with Legal Counsel – Anticipated Litigation, One Case (GC § 54956.9) - Significant Exposure to Litigation Pursuant to Gov. Code §54956.9(d)(2)

- (6) Public Employee Performance Evaluation (Gov. Code §54957) Title: Superintendent
- (7) Conference with Superintendent – Initiation of Litigation pursuant to Gov. Code §54956.9(d)(4) - Number of Potential Cases: One Case
- (8) Consideration of Student Expulsion (EC Sec 48918(c) or 760030) [Student #22-23-053; Resolution#22-23-003]
- (9) Conference with Real Property Negotiator Superintendent Van Vleck Regarding Jacobs Building Property Concerning Price and/or Terms of Payment (GC § 54956.8) (Interested Parties: City of Eureka / Lead Negotiator: Brian Gerving and California Highway Patrol / Lead Negotiator: NaTonya Forbes)

**D. RECONVENING OF OPEN SESSION (Room 116)**

President Ollivier reconvened the meeting at 6:30 p.m.

Members Present: Duncan, Johnson, Ollivier, Rebholtz, Smith

Members Absent: Fernandez

Staff Present: Van Vleck, Ziegler, Storts, Will, Claussen, Harris

**E. REPORT OUT FROM CLOSED SESSION**

Acting Clerk Duncan notes the Board completed the Superintendent's Evaluation. The Superintendent received a distinguished rating from the School Board. No other reportable action was taken in closed session.

**F. PLEDGE OF ALLEGIANCE TO THE FLAG – Washington Elementary School**

Students from the after school program at Washington Elementary School led the Board in the pledge of allegiance.

**G. PUBLIC HEARING**

- (10) Public Hearing: Sufficiency of Instructional Materials

No public comment.

**H. ADJUSTMENTS TO THE AGENDA**

- (11) Approval of the Agenda

No adjustments to the Agenda.

It was M/S by Johnson/Duncan to approve the Agenda. Student Board Representative: yes 1, no 0, absent 0. Governing Board: yes 4, noes 0, absent 1 (Fernandez). Motion carried.

**I. INFORMATION**

- (12) Student Reports – No student reports.

- (13) Superintendent's Report – Van Vleck provided an update to the Board on the incident at EHS today. The incident was handled very well by the ECS staff. FFA students did very well at the Humboldt County Fair, raising over \$1.2 million dollars. The CAASP testing results are embargoed but Van Vleck notes scores have improved at Eureka City Schools. Staff will be bringing the Strategic Plan to the Board in October. Senator McGuire will be visiting the CTE classrooms at EHS on Monday, September 19<sup>th</sup>.

(14) Board Members' Reports

Smith provided an update to the Board on back to school night events at EHS. FFA held their Officer Retreat and enjoyed a Welcome Back BBQ with the Ag Dept. The Club Rush is occurring tonight at EHS. Homecoming is coming up and will be October 14-22.

Rebholtz attended Washington's back to school night. She will be attending the back to school nights for Zoe and Grant next week. She also enjoyed Talk Shop this morning.

Duncan is enjoying sports. He is hopeful Homecoming football game will be able to happen in Albee Stadium.

Ollivier was able to attend the Superintendent's Welcome Back Event and professional development, which went well. She also attended the back to school night at EHS.

**J. PUBLIC COMMENT ON NON-AGENDA ITEMS**

Trisha Sanders addressed the Board regarding Social Emotional Learning (SEL). She would like teachers to receive de-escalation training. She believes this type of training would be valuable in the classroom. This has been offered as an unpaid training but not a paid training. She would like this type of professional development opportunity to be available as a paid training.

**K. CONSENT CALENDAR**

It was M/S by Johnson/Duncan to approve the following Consent Calendar items:

- (15) Approval of Personnel Action Report No. 3  
Referred to the Board by:  
Renaë Will, Director of Personnel Services and Public Affairs
- (16) Approval of Minutes from the Regular Meeting on August 25, 2022  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent

- (17) Approval of Policy Updates from CSBA - March 2022  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent
- (18) Approval of August 2022 Warrants  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (19) Approval and Acceptance of the Amended Grant Award Notification (GAN)  
for the California Community Schools Partnership Program (CCSPP):  
Implementation Grant  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (20) Approval to Accept Donation to Eureka City Schools' Corp Yard Fleet  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (21) Approval of Intent to Apply for 2022-2023 Career Technical Education  
Incentive Grant (CTEIG)  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (22) Approval of Resolution #22-23-005, Adopt GANN Limit for 2022-2023  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services

Student Board Representative: yes 1, no 0, absent 0. Governing Board: yes 4, noes 0, absent 1 (Fernandez). Motion carried.

#### **L. DISCUSSION/ACTION**

- (23) Consideration of Student Expulsion (EC Sec 48918(c) or 760030) [Student #22-23-053, Resolution#22-23-003  
Referred to the Board by:  
Lisa Claussen, Director of Student Services

It was M/S by Johnson/Duncan to approve the Student Expulsion (EC Sec 48918(c) or 760030) for Student #22-23-053, Resolution#22-23-003.  
Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 4, noes 0, absent 1 (Fernandez). Motion carried.

- (24) Certification of the 2021-2022 Unaudited Actuals  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services

Ziegler presented to the Board on the 2021-2022 Unaudited Actuals. Staff requests the Board approve the 2021-2022 unaudited actuals, as presented. Notable items include the one-time funds, which have allowed

the District to increase the reserves. The COLA has increased the LCFF limits. The District has increased about 50 FTE positions with one-time funds, which will require difficult decisions in the future. Ziegler reviewed the revenues, expenditures, unrestricted and restricted funds, general fund comparisons, special education expenses,

It was M/S by Johnson/Duncan to approve the 2021-2022 Unaudited Actuals, as presented. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 4, noes 0, absent 1 (Fernandez). Motion carried.

- (25) Approval of the Amended 2022-2023 Local Control Accountability Plan (LCAP) and Budget Overview for Parents

Referred to the Board by:

Gary Storts, Assistant Superintendent of Educational Services

Storts addressed the Board and provided an overview of the final LCAP, which was amended based on recommendations by HCOE.

It was M/S by Johnson/Duncan to approve the Amended 2022-2023 Local Control Accountability Plan (LCAP) and Budget Overview for Parents. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 4, noes 0, absent 1 (Fernandez). Motion carried.

- (26) Consideration of Resolution # 22-23-004 with Appendixes Regarding Sufficiency of Instructional Materials - Education Code 60119 and Certification of Provision of Standards-Aligned Instructional Materials, as Required by CCR, Title 5, Section 9531

Referred to the Board by:

Gary Storts, Assistant Superintendent of Educational Services

Storts notes this is an annual item to the Board. The District has been struggling with some of the adopted materials, as the District has some of the electronic materials for Amplify and the two middle school math curriculum, but not all of the hardcopies. With the late adoptions, there are some supply chain issues.

Leigh Ann Lopez addressed the Board with concerns about materials. She has two middle school students, one is 6<sup>th</sup> grade and one in 8<sup>th</sup> grade. She notes that resources are not fully accessible for her 6<sup>th</sup> grade student, who cannot bring a Chromebook home. She is upset about students not being able to access the materials and believes all students should be able to have the proper access. *Assistant Principal Storts will be reaching out to Ms. Lopez to discuss the concerns.*

It was M/S by Johnson/Duncan to approve Resolution # 22-23-004 with Appendixes Regarding Sufficiency of instructional Materials - Education Code 60119 and Certification of Provision of Standards-Aligned Instructional Materials, as Required by CCR, Title 5, Section 9531.

Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 4, noes 0, absent 1 (Fernandez). Motion carried.

**M. DISCUSSION**

- (27) Report on Summer School  
Referred to the Board by:  
Gary Storts, Assistant Superintendent of Educational Services

Storts provided information on the summer school program including attendance (over 400 kids at elementary, 80 at middle school, 100 at high school), curriculum, program highlights, and planning for next year.

- (28) Summer Maintenance Project Report  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services

Charley Batini, Director of Maintenance and Facilities, provided information to the Board on facility maintenance around the District. Batini appreciates the resourcefulness of his staff, who have worked through many expected and unexpected projects.

- (29) Revenue Update  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services

Ziegler provided a revenue update to the Board for 2022-2023. Normally the District would do a full 45-day update but there were so many complexities attached to the LCFF calculator, so this update is simplified. A formal update will come to the Board with the 1<sup>st</sup> interim report in December. Ziegler notes Prop 28, if passed, is an upcoming initiative that would provide funding for visual and performing arts.

- (30) Enrollment Report  
Referred to the Board by:  
Lisa Claussen, Director of Student Services

Claussen provided an enrollment up to the Board. Claussen notes an appreciation for District Office Staff who handle all the new enrollments. The District is working on electronic enrollment platform. Staff monitor enrollment weekly and uses that data to staff classrooms, etc. She also reviewed intradistrict and interdistricts numbers. The data is showing students are staying with ECS. As the District approaches the open enrollment window, staff are going to work hard to retain current students and attract new students.

**N. CLOSED SESSION**

Closed session did not continue.

**O. RECONVENING OF OPEN SESSION**

Not applicable. Closed session did not continue.

**P. REPORT OUT FROM CLOSED SESSION**

Not applicable. Closed session did not continue.

**Q. INFORMATIONAL ONLY ITEMS**

(31) Information Only: October 2022 - Review of CDE Calendar of Events

**R. ADJOURNMENT**

President Ollivier adjourned the meeting at 7:41 p.m.

Respectfully submitted,

---

Fred Van Vleck, Ed.D.  
Secretary of the Board of Education

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Micalyn Harris, Recording Secretary



## AGENDA ITEM

Agenda Title: Approval of 2022-23 Transportation Services Agreement between Northern Humboldt Union High School District (NHUHSD) and Eureka City Schools (ECS)

Meeting Date: October 6, 2022

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the transportation services agreement between NHUHSD and ECS.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

One of the requirements of the grant we received to purchase Bus 5 is that we will use only Renewable Diesel to fuel the bus during the term of the grant (3 years).

NHUHSD buys bulk Renewable Diesel from Renner for their bus fleet and offered to let us purchase Renewable Diesel from them so we could get the grant approval to purchase Bus 5.

**STRATEGIC PLAN/PRIORITY AREA:**

Subject does not apply to a Strategic Plan Priority Area

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This is an annual agreement.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

Cost will be calculated based on the current bulk rate price charged to NHUHSD plus a 20% per gallon handling fee.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Paul Ziegler, Assistant Superintendent of Business Services

**ATTACHMENTS:**

Description

## ▣ Agreement

**NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT  
TRANSPORTATION SERVICES AGREEMENT  
2022-2023 SCHOOL YEAR**

**THIS AGREEMENT** is made and entered into by and between the **EUREKA CITY SCHOOLS (ECS)** at its Board of Trustees meeting on, October 6, 2022, and the **NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT (NHUHS)**, at its Board of Trustees meeting on October 11, 2022.

(ECS) and NHUHS hereby agree as follows:

1. **Description of Services:** NHUHS agrees to provide the following services to (ECS): (Mark with a "X" all that apply and NA for those that don't apply)

N/A I. Regular Home-to-School Transportation - N/A currently due to driver shortage

\_\_\_\_\_ II. Field Trips (Services provided based on availability of drivers.)

N/A III. Special Education Transportation Services (Services provided based on availability of drivers.)

\_\_\_\_\_ IV. Maintenance Service

X V. Fuel Agreement

\_\_\_\_\_ VI. Bus Storage

2. **Term of Agreement:**

The term of this Agreement shall be from July 1, 2022, to June 30, 2023.

3. **Use of Facilities:**

NHUHS will provide the Facilities (and any associated equipment) for use by (ECS) subject to the terms and conditions of this Agreement. (ECS) and its employees may use the Facilities subject to the terms and conditions of this Agreement.

4. **Modifications:**

This Agreement may be modified or amended in writing without additional consideration at any time by mutual consent of the parties.

5. **Applicable Law and Venue:**

This Agreement will be governed by the law of the State of California and venue shall be in the Superior Court of Humboldt County and no other place. Every provision or clause required by law to be inserted in this Agreement shall be deemed to be inserted and the Agreement shall be read and enforced as though it were included. If for any reason such provision is not inserted, or is not correctly stated, then upon application of either party, the changes shall be made by amendment to this Agreement which is acceptable to both parties.

6. **Execution in Counterparts:**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

7. **Authorization:**

Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

8. **No Third Part Beneficiaries:**

Nothing in this Agreement shall be construed to create any duty or any liability to any person or entity not at party to this Agreement.

9. **Additional Conditions:**

- A. While providing services under this Agreement, **NHUHSD** is an independent contractor and not an officer, agent, or employee of **(ECS)**. **NHUHSD** shall not perform any services otherwise provided for under this Agreement if specifically not requested to do so by **(ECS)**, nor interfere with the policy-making functions of **(ECS)** unless expressly requested to do so. The parties also understand that some of the services to be performed under this Agreement may require additional express written authorization from **(ECS)** and will not be performed unless and until such authorization is given.
- B. **NHUHSD** shall hold harmless, defend and indemnify **(ECS)** from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property to the extent that such is caused by, or results from, the negligence or misconduct of **NHUHSD** or its officers, agents, or employees or others under its control. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
- C. **(ECS)** shall hold harmless, defend and indemnify **NHUHSD** from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property to the extent that such is caused by, or results from, the negligence or misconduct of **(ECS)** or its officers, agents, or employees or others under its control. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
- D. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice. Any notice of termination shall be transmitted via hand delivery, facsimile or U.S. mail.

10. **Scope of Work and Compensation:**

As full compensation for all services contemplated by this Agreement, **NHUHSD** shall receive the following from **(ECS)**: **(Mark with a "X" all that apply and NA for those that don't apply as in 1 above)**

N/A **I. Regular Home-to-School Transportation (N/A currently due to driver shortage):**

**NHUHSD** will provide home-to-school transportation of Regular Education students of the (ECS).

Bus Charges    Fiscal Year \$ \_\_\_\_\_  
\$4.20 per mile and \$43.95 per hour for driver.  
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2022.

       **II. Field Trips:**

**NHUHSD** will provide transportation of students for field trips and/or other extra-curricular activities of the (ECS). **The availability of field trips may be limited depending on the availability of drivers.**

Bus Charges    \$4.20 per mile and \$43.95 per hour for driver.  
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2022.

Van Charges    IRS rate plus 20% plus a \$35 fee per van per rental.    **NHUHSD** driver may be requested at \$43.95 per hour.

  N/A **III. Special Education Transportation Services:(N/A currently due to driver shortage):**

**NHUHSD** will provide transportation of Special Education students of the (ECS).

Apportionment for Special Education Transportation and excess costs at a rate of \$N/A per mile. The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2022.

In the event that it is impossible to transport a student with disabilities due to medical needs, safety issues for the student or passengers, availability of drivers, or other unforeseen circumstances, alternative transportation may need to be secured. Alternative transportation will be discussed with (ECS) to determine the best solution available. If the best solution of alternative transportation is provided by **NHUHSD** and creates an additional expense, the additional expense will be covered by (ECS).

       **IV. Maintenance Service:**

**NHUHSD** shall provide maintenance services to (ECS) vehicles, as requested. These services include, but are not limited to preventive maintenance services, smog inspections, repairs, and safety checks.

The service rate is \$90.00\* per hour per mechanic billed in quarter hour increments (pending negotiations). Parts are charged at the cost plus 8% for handling fees and indirect costs. Emergency road call service requiring time outside of regular business hours, 7:30 AM to 4:30

PM, will be charged time and one-half, \$135.00\* per hour mechanic billed in quarter hour increments (\*pending negotiations).

**X** **V. Fuel Agreement:**

**NHUHSD** shall provide renewable diesel fuel for **(ECS)** vehicles.

Costs will be calculated based on the current bulk rate price charged to **NHUHSD** plus 20% per gallon handling fee. All fuel use reports are the responsibility of **(ECS)**

**VI. Bus Storage:**

**NHUHSD** will provide the facilities (and any associated equipment) for storage for **(ECS)** vehicles.

The storage rate is \$100.00 per month per vehicle.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the days and year first written above.

FOR:

**EUREKA CITY SCHOOLS**

\_\_\_\_\_  
**President, Board of Trustees**

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

\_\_\_\_\_  
**Superintendent**

FOR:

**NORTHERN HUMBOLDT UNION HSD**

\_\_\_\_\_  
**Theresa Grosjean, President, Board of Trustees**

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

\_\_\_\_\_  
**Roger Macdonald, Superintendent**

## AGENDA ITEM

Agenda Title: Approval and Receipt of Grant Award Notice: Strengthening Career and Technical Education for the 21st Century Act  
Meeting Date: October 6, 2022  
Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the Strengthening Career and Technical Education for the 21st Century Act grant award.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

This grant provides supplementary funding to establish, expand and improve vocational education programs and services, which is an important part of the curriculum at Eureka High School.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 8: Career and Technical Education (CTE)

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This is an annual award.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

The grant award is \$63,675 through June 30, 2023.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Paul Ziegler, Assistant Superintendent of Business Services

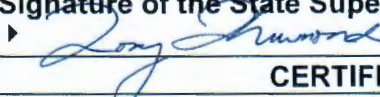
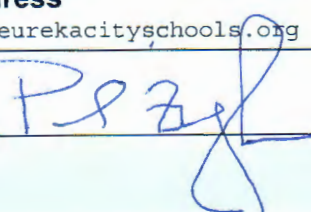
**ATTACHMENTS:**

Description

- GAN



## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Fred Van Vleck, Ed.D., Superintendent Eureka City Schools 2100 J Street Eureka, CA 95501-3055				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				22	14894	75515	00
<b>Attention</b> Fred Van Vleck, Ed.D.				<b>STANDARDIZED ACCOUNT CODE</b>			<b>COUNTY</b>
<b>Program Office</b> Office of the Superintendent				<b>Resource Code</b>	<b>Revenue Object</b>	12	
<b>Telephone</b> 707-441-2400				3550	8290	<b>INDEX</b>	
<b>Name of Grant Program</b> Strengthening Career and Technical Education for the 21st Century Act							0615
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$63,675	\$63,675	\$63,675	1	July 1, 2022	June 30, 2023	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.048	V048A220005	Strengthening Career and Technical Education for the 21st Century Act			Department of Education		
<p>I am pleased to inform you that you have been funded for the Strengthening Career and Technical Education for the 21st Century Act.</p> <p>This award is made contingent upon the availability of funds and the approval of a <b>fully</b> completed application. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days to:</p> <p style="text-align: center;">Andrea Guenthart, Associate Governmental Program Analyst Career Technical Education Leadership Support Office California Department of Education 1430 N Street, Suite 4202</p>							
<b>California Department of Education Contact</b>				<b>Job Title</b>			
Bryan Baker				Education Programs Consultant			
<b>E-mail Address</b>					<b>Telephone</b>		
BBaker@cde.ca.gov					916-319-9224		
<b>Signature of the State Superintendent of Public Instruction or Designee</b>					<b>Date</b>		
					September 21, 2022		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
Paul Ziegler				Assistant Superintendent			
<b>E-mail Address</b>					<b>Telephone</b>		
zieglerp@eurekacityschools.org					707-441-2413		
<b>Signature</b>					<b>Date</b>		
					September 22, 2022		



## AGENDA ITEM

Agenda Title: Approval of Intent to Apply for the School Health Demonstration Project  
Meeting Date: October 6, 2022  
Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the application to the School Health Demonstration Project.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The CDE School Health Demonstration Project is a pilot project to expand comprehensive health and mental health services to public school students by providing LEAs technical assistance and support that builds the capacity for programmatic sustainability by leveraging multiple revenue sources.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 3: Mental and Socio-emotional Wellness

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

There is no history associated with this item.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

The total grant award is up to \$200,000 equally split over the two calendar years. \$100,000 in 2023 and \$100,000 in 2024.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Lisa Claussen, Director of Student Services

**ATTACHMENTS:**

Description

- ▣ Intent to Apply

## GRANT INTENT TO APPLY

Grant Name: School Health Demonstration Project LEA Pilot Participant Selection Grant

Start/End Date: 1/1/2023 to 12/31/2024

Responsible School/Dept. Student Services

### Grant Description:

The CDE School Health Demonstration Project is a pilot project to expand comprehensive health and mental health services to public school pupils by providing LEAs technical assistance and support that builds the capacity for programmatic sustainability by leveraging multiple revenue sources.

### FUNDING

Type	Source	Amount
<input type="checkbox"/> Federal		
xState	CDE School Health Demonstration Project	\$200,000
<input type="checkbox"/> Local		
<input type="checkbox"/> Match		
Other		
TOTAL		\$200,000

### BUDGET SUMMARY

#### Staffing Information:

	FTE	Classification/Position Title	Amount
<input type="checkbox"/> Existing Staff <input type="checkbox"/> New Staff	_____	_____	\$ _____
<input type="checkbox"/> Existing Staff <input type="checkbox"/> New Staff	_____	_____	\$ _____
<input type="checkbox"/> Existing Staff <input type="checkbox"/> New Staff	_____	_____	\$ _____

Grant Non-Salary Costs: Art supplies, supplemental furniture, student refreshments, program materials, and other start-up costs as needed

#### Reimbursements:

Indirect Cost: \_\_\_\_\_ 6.89 % \$ 13,780

Other \_\_\_\_\_ Direct \$ 186,220

Administration

APPROVED: \_\_\_\_\_

ECS

## AGENDA ITEM

Agenda Title: Approval of Grant Agreement Between County of Humboldt (Department of Health & Human Services) and Eureka City Schools (Family Resource Center)

Meeting Date: October 6, 2022

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the grant agreement between County of Humboldt (Department of Health & Human Services) and Eureka City Schools (Family Resource Center) for 2022-2023 .

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The grant will assist the Family Resource Center to provide a comprehensive range of social, health, basic need and family strengthening services to preserve, support and improve the lives of Eureka's children and families.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 17: Community Outreach

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This grant is renewed annually.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

The grant award is \$79,695 to cover the costs in carrying out the "CalWORKS Outreach and Support" and "CalFRESH Outreach and Support" projects.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Lisa Claussen, Director of Student Services

**ATTACHMENTS:**

Description

- ▣ Grant Agreement Between DHHS and ECS 2022-2023

**GRANT AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
EUREKA CITY SCHOOLS  
FOR FISCAL YEAR 2022-2023**

This “Grant Agreement” (the “Agreement”), is entered into, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Eureka City Schools, a California public school district, as fiscal agent for Marshall Family Resource Center, hereinafter referred to as “GRANTEE,” and is made on the last date signed below for the following considerations:

WHEREAS, COUNTY finds that there is an ongoing need to collaborate with local Community and Family Resource Centers regarding the provision of employment, nutrition support, child abuse and neglect prevention and early intervention services to the residents of Humboldt County; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services division (“DHHS – Social Services”), has developed goals and objectives that are consistent with its vision, mission and principles, which include assisting Community and Family Resource Centers in improving the health and well-being of families in Humboldt County; and

WHEREAS, GRANTEE has requested a one-time allocation of Seventy-Nine Thousand Six Hundred Ninety-Five Dollars (\$79,695.00) for the purpose of funding projects that are consistent with the goals and objectives of the California Work Opportunity and Responsibility to Kids (“CalWORKs”), the Temporary Assistance for Needy Families and CalFresh programs; and

WHEREAS, COUNTY finds that a public purpose will be served by the projects upon which the requested funds will be expended through the improvement of the health and well-being of families and children residing in Humboldt County; and

WHEREAS, COUNTY and GRANTEE (collectively, “the Parties”) desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the establishment, implementation and administration of GRANTEE’s projects.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the Parties mutually agree as follows:

1. RESPONSIBILITIES OF GRANTEE:

- A. Provision of Professional Support Services. GRANTEE shall develop, coordinate and provide the professional services described in Exhibit A – Scope of Services, which is attached hereto and incorporated by reference as if fully set forth herein. In performing such services, GRANTEE hereby agrees to fully cooperate with the DHHS – Social Services Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Faith-Based Activities. GRANTEE shall not engage in inherently religious activities (including, without limitation, worship, religious instruction, and proselytization), or otherwise exert any religious influence whatsoever, as part of the services provided pursuant to the terms and conditions of this Agreement. If GRANTEE conducts any religious activities as part of its

standard operations, such activities must be offered separately, in time and location, from the services provided hereunder, and participation must be voluntary with respect to any individuals who have been referred to GRANTEE by COUNTY pursuant to the terms and conditions of this Agreement.

2. RESPONSIBILITIES OF COUNTY:

COUNTY shall provide GRANTEE funds in an amount not to exceed Seventy-Nine Thousand Six Hundred Ninety-Five Dollars (\$79,695.00) for the purpose of allowing GRANTEE to develop, plan and implement service improvements and community-based service integration strategies that are consistent with the goals and objectives of the CalWORKs, the Temporary Assistance for Needy Families and CalFresh programs in collaboration with DHHS – Social Services, as set forth in Exhibit A – Scope of Services, previously incorporated.

3. TERM:

This Agreement shall begin on July 1, 2022 and shall remain in full force and effect until June 30, 2023, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement upon written notice to GRANTEE, if GRANTEE fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide GRANTEE seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, GRANTEE shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein up to and including, the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by GRANTEE.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY to GRANTEE for any and all services provided under this Agreement, including costs and expenses incurred by GRANTEE in providing such services, is Seventy-Nine Thousand Six Hundred Ninety-Five Dollars (\$79,695.00). GRANTEE hereby agrees to perform any and all services required by this Agreement for an amount less than or equal to such maximum dollar amount. However, if local,

state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by written amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates hereto, which is incorporated by reference as if fully set forth herein.
- C. Additional Services. Any additional services not otherwise set forth herein, shall not be provided by GRANTEE nor compensated by COUNTY without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the sole responsibility of GRANTEE. GRANTEE shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which GRANTEE estimates that the maximum payable amount will be reached.

6. PAYMENT:

- A. Invoices. GRANTEE shall submit to COUNTY quarterly invoices itemizing any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. GRANTEE shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be in a substantially similar form to Exhibit C – Sample Invoice Form, attached hereto and incorporated by reference as though fully set forth herein, and include any and all appropriate backup documentation as required by the Director and the Humboldt County Auditor-Controller. Payment for services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services  
Attention: Financial Services  
507 F Street  
Eureka, California 95501

- B. Disputed Costs. COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by GRANTEE. If COUNTY believes that GRANTEE has billed COUNTY incorrectly, COUNTY must contact GRANTEE's customer support department no later than thirty (30) days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to GRANTEE, prior to the invoice due date, full payment of the undisputed portion of any fees billed by GRANTEE.

7. NOTICES:

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

COUNTY: Humboldt County DHHS – Social Services  
Attention: Connie Beck, Social Services Director  
507 F Street  
Eureka, California 95501

GRANTEE: Marshall Family Resource Center  
Attention: Keri Lockard, Coordinator  
2100 J Street  
Eureka, California 95501

8. REPORTS:

GRANTEE hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. GRANTEE shall submit one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. GRANTEE hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. GRANTEE further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, any and all costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit.

If the allowable expenditures cannot be determined because GRANTEE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

GRANTEE hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor GRANTEE's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. GRANTEE shall cooperate with a corrective action plan, if deficiencies in GRANTEE's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of GRANTEE's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, GRANTEE may receive information that is confidential under local, state or federal law. GRANTEE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. GRANTEE hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex,



including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.

- B. Professional Services and Employment. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. GRANTEE further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, GRANTEE certifies that it is not a Nuclear Weapons Contractor, in that GRANTEE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. GRANTEE hereby agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if GRANTEE subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, GRANTEE certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. GRANTEE's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
  - 1. Receive a copy of GRANTEE's Drug-Free Policy Statement; and
  - 2. Agree to abide by GRANTEE's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

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

damages related to either party's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and GRANTEE is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting GRANTEE's indemnification obligations set forth herein, GRANTEE, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of GRANTEE or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to property damage caused by explosion or collapse

of structures or underground damage, commonly referred to as "XCU Hazards."

- c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
- 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that GRANTEE shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  - 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  - 4. For claims related to this Agreement, GRANTEE's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to GRANTEE's insurance and will not be used to contribute therewith.
  - 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  - 6. GRANTEE shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If GRANTEE does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to GRANTEE under this Agreement.
  - 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and GRANTEE shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

GRANTEE: Marshall Family Resource Center  
Attention: Keri Lockard, Coordinator  
2100 J Street  
Eureka, California 95501

17. RELATIONSHIP OF PARTIES:

The Parties hereby agree this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar collaborative association or legal entity. Both Parties further agree that GRANTEE shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. GRANTEE shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors. At no time shall GRANTEE's employees and representatives hold themselves out to be COUNTY employees or representatives.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. GRANTEE hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. GRANTEE hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. GRANTEE hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. GRANTEE hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Humboldt County Local System of Care. GRANTEE hereby agrees to comply with any and all applicable provisions of the Humboldt County Local System of Care, which is attached hereto as Exhibit D – Local System of Care and incorporated herein by reference as if set forth in full.

19. PROVISIONS REQUIRED BY LAW:

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

section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

21. PROTOCOLS:

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

22. SEVERABILITY:

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

23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by GRANTEE in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

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

25. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of GRANTEE. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and GRANTEE shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

27. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the modified

provision(s) of this Agreement being documented and signed by the Parties hereto.

28. STANDARD OF PRACTICE:

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

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by GRANTEE shall become the property of COUNTY. However, GRANTEE may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, GRANTEE shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. JURISDICTION AND VENUE:

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

31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive written approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. GRANTEE shall inform COUNTY in writing of any and all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to the Director in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

GRANTEE shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. GRANTEE shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

33. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the

Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the Parties set forth in Section 4.D. – Compensation upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification, shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the Parties hereto and the terms and conditions set forth in this Agreement, the Parties hereby agree that the terms and conditions set forth in this Agreement shall have priority.

36. INTERPRETATION:

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

37. INDEPENDENT CONSTRUCTION:

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

38. FORCE MAJEURE:

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

39. ENTIRE AGREEMENT:

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

40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each




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

41. AUTHORITY TO EXECUTE:

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last date written below.

EUREKA CITY SCHOOLS:

By: 

Date: 9/21/22

Name: Lisa Claussen

Title: Director of Student Services

COUNTY OF HUMBOLDT:

By: \_\_\_\_\_  
Connie Beck, DHHS – Social Services Director  
(Pursuant to the Authority Delegated by the Humboldt  
County Board of Supervisors on June 28,  
2022 [Item No. D-29])

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

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

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

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

**LIST OF EXHIBITS:**

Exhibit A – Scope of Services  
Exhibit B – Schedule of Rates  
Exhibit C – Sample Invoice Form  
Exhibit D -- Local System of Care

**EXHIBIT A**  
**SCOPE OF SERVICES**  
Eureka City Schools  
For Fiscal Year 2022-2023

1. SERVICES:

- A. Provision of General Support Services. GRANTEE shall provide a comprehensive and coordinated range of social, health and family support services that are designed to preserve, strengthen and improve the lives of children, families and individuals living in the areas served by GRANTEE. The professional support services provided pursuant to the terms and conditions of this Agreement shall include, without limitation, all of the following:
1. Providing COUNTY personnel with access to GRANTEE's office space, on an as-needed basis, subject to availability and the receipt of at least forty-eight (48) hours' notice, for the purpose of conducting client meetings and parent/child visitations.
  2. Conducting community outreach activities that are designed to engage families, children and individuals that are eligible to receive services provided by any and all applicable DHHS – Social Services programs.
  3. Collecting and maintaining updated information regarding housing resources available in Humboldt County.
  4. Providing COUNTY with any and all relevant information regarding housing resources available in Humboldt County within one (1) week after identification of such resources.
  5. Assisting participants in any and all applicable DHHS – Social Services programs with locating and securing appropriate housing as requested by participants or COUNTY.
  6. Assisting with the continued implementation of COUNTY's evidence-based practices approaches by applying such practices and approaches to the support services provided pursuant to the terms and conditions of this Agreement.
  7. Assisting COUNTY with the exploration, development and provision of additional support services and activities, beyond those outlined herein, that are designed to preserve, strengthen and improve the lives of children and families residing in Humboldt County.
  8. Communicating with COUNTY regarding service delivery, barriers to achievement and progress toward stated outcomes on a regular basis.
  9. Attending regularly scheduled meetings, trainings and planning activities as requested by COUNTY.
  10. Providing COUNTY with annual progress reports which summarize any and all relevant outcomes data related to the general support services provided pursuant to the terms and conditions of this Agreement in a format approved by COUNTY.

- B. Provision of CalWORKs Welfare-to-Work Program Support Services. GRANTEE shall provide a comprehensive and coordinated range of social, health and family support services that are designed to increase participation in, and the effectiveness of, the CalWORKs Welfare-to-Work program, including, without limitation, all of the following:
1. Serving as an advocate for COUNTY's CalWORKs Work Experience or Community Service programs, including, without limitation:
    - a. Educating potential service providers regarding the benefits of program participation.
    - b. Linking potential service providers with appropriate COUNTY personnel regarding site development, if applicable.
    - c. Meeting with program staff at least once each reporting period, as mutually agreed upon and scheduled by COUNTY, to coordinate services and exchange information regarding work sites, training needs and program progress.
  2. Assisting COUNTY service providers, including, without limitation, DHHS – Public Health nurses and DHHS – Behavioral Health clinicians, with the provision of program-related services.
  3. Cooperate with program staff in conducting various community outreach activities that are designed to increase participation in work activities and mitigate or eliminate employment barriers, including, without limitation:
    - a. Identifying new work activities and employment opportunities that can be made available to program participants.
    - b. Assisting program participants with locating support services that are designed to reduce barriers to successful employment, including, without limitation, services related to job-readiness, life skills development, transportation and child care.
    - c. Assisting program participants with meeting work participation goals by facilitating work experience activities.
    - d. Providing program participants with access to computers, office equipment and instructional material for the purpose of meeting work activity requirements that are designed to increase work participation rates.
    - e. Providing COUNTY with written verification regarding the amount of time that each program participant spent utilizing computers, office equipment, instructional materials, and other resources provided by GRANTEE for work eligible activities.
  4. Assisting program participants with obtaining appropriate housing.
  5. Communicating with program staff regarding the progress of program participants receiving the program-related support services provided pursuant to the terms and conditions of this Agreement.

6. Providing COUNTY with quarterly CalWORKs service reports in a format approved by COUNTY.
- C. Provision of Temporary Assistance for Needy Families Program Support Services. GRANTEE shall provide a comprehensive and coordinated range of social, health and family support services that are designed to increase the frequency with which children are cared for in their own homes or in the homes of relatives, including, without limitation, all of the following:
1. Assisting children and families at risk of abuse and neglect, with priority given to children and families living in remote areas of Humboldt County that are at least thirty (30) minutes away from Eureka and families with children zero (0) to five (5) years of age, with obtaining appropriate support services, including, without limitation:
    - a. Assistance in accessing center-based and in-home educational services that are designed to improve parenting skills.
    - b. Assistance in meeting basic needs, including, without limitation, referring clients to community-based organizations that provide food, utility assistance and other basic necessities.
    - c. Assistance in obtaining appropriate behavioral health support, including, without limitation, referring clients to counseling, domestic violence and substance use disorder treatment services.
  2. Conducting initial and post-service assessments with each participating family that are designed to collect, per established guidelines and standards, service-related data regarding, at a minimum, all of the following outcome indicators:
    - a. Family functioning and resiliency data, including, without limitation, adaptive skills and strategies to persevere in times of crisis, the ability to openly share positive and negative experiences and mobilize to accept, solve and manage problems, that can be utilized to assess a family's risk of substance abuse, support system status, risk of emotional or sexual abuse and supervision indicators.
    - b. Social emotional support data, including, without limitation, perceived informal support from family, friends and neighbors, that can be utilized to assess a family's ability to provide for emotional needs.
    - c. Concrete support data, including, without limitation, perceived access to tangible goods and services that are designed to help families cope with stress, particularly in times of crisis or intensified need, that can be utilized to assess the status of career goals and access to nutrition indicators.
    - d. Caregiver & Practitioner Relationship data, including, without limitation, data related to understanding of the relationship between caregivers and practitioners that positively affects parents' success in participating in services, that can be utilized to assess the status of a family's continued participation in services.
    - e. Nurturing and attachment data, including, without limitation, perceived emotional

ties along with a pattern of positive interaction between the parent and child which develops over time, that can be utilized to assess parenting skills and emotional well-being indicators.

3. Compiling, and providing COUNTY with copies of, or access to, collected data regarding the program-related services provided pursuant to the terms and conditions of this Agreement in a format approved by COUNTY.
  4. Providing COUNTY with semi-annual and annual Temporary Assistance for Needy Families program service reports which include, without limitation, the total number of service referrals received from COUNTY during the applicable reporting period, the total number of service contacts between GRANTEE and each participating individual or family during the applicable reporting period and the nature of the services provided in each contact, in a format approved by COUNTY.
- D. Provision of CalFresh Program Support Services. GRANTEE shall provide a comprehensive and coordinated range of social, health and family support services that are designed to increase usage of CalFresh benefits and reduce food insecurity among adults and children residing in Humboldt County, including, without limitation, all of the following:
1. Identifying potential program applicants and assisting with the application process for CalFresh benefits.
  2. Educating potential program applicants regarding program use to correct misperceptions regarding CalFresh benefits.
  3. Providing potential program applicants with nutritional information, outreach materials, enrollment support and guidance.
  4. Facilitating activities, including, without limitation, cooking demonstrations, community garden presentations and food pantries, that are designed to reduce stigma associated with program participation.
  5. Assisting COUNTY staff with facilitating activities that are designed to increase participation in work activities and mitigate or eliminate employment barriers.
  6. Providing potential program applicants with laundry vouchers and/or use of laundry facilities, as available.
  7. Providing COUNTY personnel with access to office space that can be used to present nutrition education events at mutually agreed upon dates and times.
  8. Providing COUNTY with quarterly CalFresh service reports in a format approved by COUNTY.

2. COUNTY RESPONSIBILITIES:

- A. General Responsibilities. COUNTY shall collaborate with GRANTEE to explore and develop additional support services and activities, beyond those outlined herein, that are designed to

preserve, strengthen and improve the lives of children and families residing in Humboldt County. COUNTY shall provide adequate staffing when COUNTY is utilizing GRANTEE's facilities for activities conducted pursuant to the terms and conditions of this Agreement.

B. CalWORKs Welfare-to-Work Program Responsibilities. COUNTY shall collaborate with GRANTEE regarding the provision of social, health and family support services that are designed to increase participation in, and the effectiveness of, COUNTY's CalWORKs Welfare-to-Work program. COUNTY's responsibilities regarding the provision of services that are intended to support the CalWORKs Welfare-to-Work program, shall include, without limitation, all of the following:

1. Utilizing program-related information provided by GRANTEE to negotiate with potential service providers regarding the development of additional program sites.
2. Assigning COUNTY service providers, including, without limitation, DHHS – Public Health nurses and DHHS – Behavioral Health clinicians, to collaborate with GRANTEE, as set forth in the CalWORKs County Plan, regarding the provision of the program-related support services required pursuant to the terms and conditions of this Agreement.
3. Scheduling and attending quarterly meetings to discuss the effectiveness of the program-related support services provided pursuant to the terms and conditions of this Agreement.
4. Monitoring the progress of each individual program participant receiving program-related support services provided pursuant to the terms and conditions of this Agreement.
5. Evaluating the overall effectiveness of the program-related support services provided pursuant to the terms and conditions of this Agreement.

C. Temporary Assistance for Needy Families Program Responsibilities. COUNTY shall collaborate with GRANTEE regarding the provision of social, health and family support services that are designed to increase the frequency with which children are cared for in their own homes or in the homes of relatives. COUNTY's responsibilities regarding the provision of services that are intended to support the Temporary Assistance for Needy Families program shall include, without limitation, all of the following:

1. Referring children and family members that are eligible to receive program-related support services provided pursuant to the terms and conditions of this Agreement.
2. Scheduling and attending meetings to discuss the effectiveness of the program-related support services provided pursuant to the terms and conditions of this Agreement.
3. Monitoring the progress of each individual client receiving program-related support services provided pursuant to the terms and conditions of this Agreement.

**EXHIBIT B**  
**SCHEDULE OF RATES**  
Eureka City Schools  
For Fiscal Year 2022-2023

1. **RATES OF COMPENSATION:**

COUNTY shall compensate GRANTEE for the social, health and family support services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement at the following maximum rates of compensation:

<b>A. Personnel Costs</b>	
<b>Title:</b> Homeless/Foster/MFRC Coordinator <b>Duties Description:</b> Oversight of grants and contracts. Supervise FRC staff, oversee daily activities.	\$26,304.00
<b>Title:</b> Family Service Advocate <b>Duties Description:</b> Connects, research, and advocates for eligible families. Research opportunities and available community assistance for families. Ensures families have necessities for success in school.	\$44,268.00
<b>Total Personnel Costs:</b>	<b>\$70,572.00</b>
<b>B. Operational Costs</b>	
<b>Item:</b> Cell Phone Stipend <b>Description:</b> Phone stipend for coordinator	\$350.00
<b>Item:</b> Indirect Costs <b>Description:</b> LEA rate of 6.92%. May not exceed 10%.	\$5,273.00
<b>Total Operational Costs:</b>	<b>\$5,623.00</b>
<b>C. Other Costs</b>	
<b>Item:</b> HNFRC Coordination <b>Description:</b> Reporting and oversight	\$3,500.00
<b>Total Other Costs:</b>	<b>\$3,500.00</b>
<b>Grand Total:</b>	<b>\$79,695.00</b>

**Personnel Costs:** Include all employee costs, but not those incurred by independent contractors, with each employee type listed separately. Fluctuations of up to 10% of salary calculation to account for wage increases, new hires etc. are allowable if total amount of Personnel Costs category does not increase. Any shift of funds to or from the personnel category must be approved in writing by County. Contractor may shift up to 20% of budgeted amounts between all other budget categories without prior written approval by County

**Operational Costs:** Include any and all direct and indirect expenses associated with the proposed family support services program, except consumable supplies and travel, including, without limitation rent, office supplies, postage, paper, communications, equipment, contract labor or services and overhead or administrative costs, with each cost type listed separately.

**Consumable Costs:** Include any and all items that will be consumed by program participants or staff, including, without limitation, food and meeting supplies.

**Transportation Costs:** Include any and all vehicle purchase and/or rental costs, employee per-mile reimbursements and other travel-related expenses.

**Miscellaneous Costs:** Include anything not already covered in the budget categories above, with each such expense listed separately.

**Overhead and Administrative Costs:** Per federal guidance, overhead and administrative costs may not exceed ten percent of (10%) of the total modified program costs.

**EXHIBIT C**  
**SAMPLE INVOICE FORM**  
Eureka City Schools  
For Fiscal Year 2022-2023

*(Place on agency letter head)*

**INVOICE**

**Contractor Name**  
**Contract Reference**  
**Contractor Street Address**  
**City, State, Zip Code**

**Invoice Date**  
**Invoice Period**  
**Invoice Number**

**Contact Name**  
**Contact Phone Number**

<b>Date of Service</b>	<b>Quantity</b>	<b>Description of Service</b>	<b>Rate</b>	<b>Total</b>
<b>Total Invoiced Amount</b>				



**EXHIBIT D**  
**LOCAL SYSTEM OF CARE**  
Eureka City Schools  
For Fiscal Year 2022-2023

Child services are part of the local System of Care (“SOC”), therefore GRANTEE hereby agrees to operate within all applicable principles of the local SOC, including:

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational and physical needs, including, without limitation, traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed practices and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training and implementing practices with fidelity and tracking of outcomes associated with intervention using standardized outcome measurement tools.
4. Deliver services and supports within the least restrictive and most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers and youth are full partners in all aspects of the planning and delivery of their own services. GRANTEE is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child and/or family may be involved to assure integrated care management.
7. Practice care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social and emotional outcomes for young children and their families in their homes and community when the GRANTEE serves children zero (0) to five (5) years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth eighteen (18) to twenty-one (21) years of age to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention and early identification and intervention opportunities.

11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor and manage the quality, effectiveness and outcomes at the program level, practice level and child and family level.
12. Protect the rights of children and families and promote effective advocacy efforts.
13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status or other characteristics, and ensure that services are sensitive and responsive to these differences.

## AGENDA ITEM

Agenda Title: Approval of Amended Memorandum of Understanding Between County of Humboldt and Eureka City Schools Humboldt Bridges to Success Program

Meeting Date: October 6, 2022

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the Amended Memorandum of Understanding (MOU) between the County of Humboldt and Eureka City Schools Humboldt Bridges to Success Program.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The California Mental Health Services Oversight Accountability Commission awarded Humboldt County Department of Health and Human Services, Mental Health, a Mental Health Triage Personnel Grant for the purpose of coordinating and expanding the delivery of school-based mental health services and strengthening partnerships between education and community mental health providers through implementation of the Humboldt Bridges to Success Program.

The amendment provides funding for the 2022-2023 Fiscal Year, terminating after November 30, 2023.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 3: Mental and Socio-emotional Wellness

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Original MOU was approved at the June 27, 2019 Board Meeting.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

Reimbursable Personnel costs not to exceed \$186,598.97 for 2022-2023.  
Reimbursable Administrative costs not to exceed \$49,706.86 for 2022-2023

**WHO** *(list the name of the contact person(s), job title, and site location)*

Lisa Claussen, Director of Student Services

ATTACHMENTS:

Description

- ▯ MOU between County of Humboldt and ECS HBTS

**SECOND AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
EUREKA CITY SCHOOLS  
FOR FISCAL YEARS 2018-2019 THROUGH 2023-2024**

This Second Amendment to the Memorandum of Understanding ("Second Amendment") is entered into, by and between the County of Humboldt, a political subdivision of the State of California ("COUNTY") and Eureka City Schools, a California public school district and local educational agency ("LEA") and is entered into on the last date signed below for the following consideration:

WHEREAS, COUNTY, by and through its Department of Health and Human Services Department – Behavioral Health division, desired to partner with local educational agencies in order to meet the goals and objectives of the Humboldt Bridges to Success Program; and

WHEREAS, on June 27, 2019, COUNTY and LEA entered into a Memorandum of Understanding ("MOU") for the purpose of coordinating and expanding the delivery of school-based behavioral health services and strengthening partnerships between education and community behavioral health providers through implementation of the Humboldt Bridges to Success Program; and

WHEREAS, on October 5, 2021, COUNTY and CONTRACTOR (the "Parties") agreed to amend the MOU ("First Amendment") to amend and adjust the total payable amounts per fiscal year; and

WHEREAS, the Parties now desire to amend certain provisions of the MOU to extend the term thereof, adjust the total payable amounts per fiscal year of the MOU, and increase the total amount payable by the MOU.

NOW THEREFORE, in consideration of the covenants and promises contained in the amended MOU and this Second Amendment, the Parties agree as follows:

1. Section 2 of the MOU is hereby amended and replaced in its entirety to read as follows:

2. TERM:

This MOU shall begin December 7, 2018 and shall remain in full force and effect until November 30, 2023.

2. Section 4 of the MOU is hereby amended and replaced in its entirety to read as follows:

4. REMITTANCE OF GRANT FUNDS:

A. Reimbursement of Personnel Costs. COUNTY shall remit grant funds to LEA in an amount not to exceed a total sum of One Million Thirty-Six Thousand Nine Hundred Twenty-Four Dollars and Twenty-Four Cents (\$1,036,924.24) as full reimbursement for any and all personnel costs and expenses incurred pursuant to the terms and conditions of this MOU. In no event shall the maximum amount paid for personnel costs and expenses incurred pursuant to the terms and conditions of this MOU exceed One Hundred Eleven Thousand Six Hundred Seventy-Four Dollars and Fifty-Nine Cents (\$111,674.59) for fiscal year 2018-2019, Two Hundred Fifty-Eight Thousand Eight Hundred Eighty-Eight Dollars

and Eleven Cents (\$258,888.11) for fiscal year 2019-2020, Two Hundred Sixty-Four Thousand Six Hundred Seventy-Nine Dollars and Seventy-Four Cents (\$264,679.74) for fiscal year 2020-2021, Two Hundred Fifteen Thousand Eighty-Two Dollars and Eighty-Three Cents (\$215,082.83) for fiscal year 2021-2022 and One Hundred Eighty-Six Thousand Five Hundred Ninety-Eight Dollars and Ninety-Seven Cents (\$186,598.97) for fiscal year 2022-2023. In the event the maximum amount payable for a specified fiscal year is not reached, the remaining balance thereof will be added to the maximum amount payable for the following fiscal year. If local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for personnel costs and expenses incurred hereunder, or terminate this MOU as provided herein.

- B. Reimbursement of Administrative Costs. COUNTY shall remit grant funds to LEA in an amount not to exceed One Hundred Twenty-Seven Thousand Eight Hundred Sixty-Two Dollars and Forty-Six cents (\$127,862.46) as full reimbursement for any and all administrative costs and expenses, including, without limitation, all costs and expenses associated with transportation and technology, communications and payroll support, incurred pursuant to the terms and conditions of this MOU. In no event shall the maximum amount paid for administrative costs and expenses incurred pursuant to the terms and conditions of this MOU exceed Eighteen Thousand Nine Hundred Fifty-Three Dollars Ninety-Nine Cents (\$18,953.99) for fiscal year 2018-2019, Twenty-Eight Thousand Four Hundred Ninety Dollars and Forty-Four Cents (\$28,490.44) for fiscal year 2019-2020 Eleven Thousand Six Hundred Seventy-Five Dollars and Twenty-Six Cents (\$11,675.26) for fiscal year 2020-2021, Nineteen Thousand Thirty-Five Dollars and Ninety-One Cents (\$19,035.91) for fiscal year 2021-2022 and Forty-Nine Thousand Seven Hundred Six Dollars and Eighty-Six Cents (\$49,706.86) for fiscal year 2022-2023. In the event the maximum amount payable for a specified fiscal year is not reached, the remaining balance thereof will be added to the maximum amount payable for the following fiscal year. If local state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for administrative costs and expenses incurred hereunder, or terminate this MOU as provided herein.
- C. Reimbursement Rates. The specific reimbursement rates applicable to this MOU are set forth in Exhibit C – Humboldt Bridges to Success Program Budget.
- D. Additional Costs and Expenses. Any additional costs and expenses not otherwise set forth in Exhibit C – Humboldt Bridges to Success Program Budget, shall not be incurred by LEA, nor reimbursed by COUNTY, without COUNTY’s prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amounts set forth herein shall be the responsibility of LEA. LEA shall notify COUNTY in writing, at least six (6) weeks prior to the estimated date upon which the maximum payable amounts will be reached.
3. The MOU is hereby amended to delete Exhibit C – Humboldt Bridges to Success Program Budget Eureka City Schools (“Exhibit C”) and replace it in its entirety with the amended version of Exhibit C that is attached hereto and incorporated herein by reference as if set forth in full. The amended version of Exhibit C attached hereto shall supersede any and all prior versions thereof as of the effective date of this Second Amendment.

4. Except as modified herein, the MOU as amended shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original MOU, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment as of the last date written below.

**EUREKA CITY SCHOOLS:**

By:   
Name: Fred Van Vleck  
Title: Superintendent

Date: 9/27/22

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Emi Botzler-Rodgers, Behavioral Health Director  
(Pursuant to the Authority delegated by the  
Humboldt County Board of Supervisors on  
October 23, 2018 [Item C-10])

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

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

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

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

**LIST OF AMENDED EXHIBITS:**

Exhibit C – Humboldt Bridges to Success Program Budget

## AGENDA ITEM

Agenda Title: Approval of Memorandum of Understanding (MOU) between the County of Humboldt and Eureka City Schools for Measure Z Funding for 2022-2023 (School Resource Officer)

Meeting Date: October 6, 2022

Item: Consent

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the Memorandum of Understanding (MOU) between the County of Humboldt and Eureka City Schools for Measure Z Funding for 2022-2023 (School Resource Officer).

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

On February 17, 2022, ECS submitted an Application for Measure Z Funding requesting an allocation in the amount of Seventy-Nine Thousand Dollars (\$79,000.00) for the purpose of paying a portion of the costs and expenses associated with employing one (1) School Resource Officer to directly serve K-12th grade students and families in the Eureka City School District.

**STRATEGIC PLAN/PRIORITY AREA:**

Subject does not apply to a Strategic Plan Priority Area

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Not applicable.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

Not applicable.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Ed.D., Superintendent

**ATTACHMENTS:**

Description

- ▢ MOU/Exhibits





**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
EUREKA CITY SCHOOLS  
FOR FISCAL YEAR 2022-2023**

This Memorandum of Understanding (“MOU”), entered into by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the Eureka City Schools, a local educational agency, hereinafter referred to as “ECS,” is made upon the following considerations:

WHEREAS, California Government Code Section 26227 provides that the board of supervisors of any county may appropriate and expend money from the county’s general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, without limitation, the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as “Measure Z,” on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal cannabis cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on or about February 17, 2022, ECS submitted a Measure Z application, which is attached hereto as Exhibit A – Application for Measure Z Funding and incorporated herein by reference as if set forth in full, to the Citizens’ Advisory Committee requesting an allocation in the amount of Seventy-Nine Thousand Dollars (\$79,000.00) for the purpose of paying a portion of the costs and expenses associated with employing one (1) School Resource Officer to directly serve K-12<sup>th</sup> grade students and families in the Eureka City School District; and

WHEREAS, on September 27, 2022, the Humboldt County Board of Supervisors approved the Measure Z application submitted by ECS in the amount of Seventy-Nine Thousand Dollars (\$79,000.00) through June 30, 2023; and

WHEREAS, COUNTY and ECS desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the expenditure of Measure Z funds allocated to ECS.

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

////

1. COUNTY OBLIGATIONS:

COUNTY shall provide ECS with an amount not to exceed Seventy-Nine Thousand Dollars (\$79,000.00) for the purpose of paying a portion of the costs and expenses associated with employing one (1) School Resource Officer to directly serve K-12<sup>th</sup> grade students and families in the Eureka City School District.

2. ECS OBLIGATIONS:

- A. Law Enforcement Services. ECS shall employ one (1) School Resource Officer to directly serve K-12<sup>th</sup> grade students and families in the Eureka City School District as set forth in Exhibit A – Application for Measure Z Funding. The School Resource Officer employed pursuant to the terms and conditions of this MOU will work collaboratively with the Eureka Police Department, the Humboldt County Sheriff's Office and the Humboldt County Probation Department as set forth in Exhibit A – Application for Measure Z Funding.
- B. Quarterly and Final Reports. ECS shall provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports, which is attached hereto and incorporated herein by reference as if set forth in full. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form and incorporated herein by reference as if set forth in full.
- C. Social Media. ECS shall post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on ECS-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements, which is attached hereto and incorporated herein by reference as if set forth in full. For purposes of this MOU, social media includes, without limitation, Facebook, Twitter, Instagram and Snapchat.
- D. Recognition of Measure Z Funding. ECS shall cooperate with COUNTY to recognize Measure Z funding. Such recognition may include press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2022 and shall remain in full force and effect until June 30, 2023, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this MOU, if ECS fails to adequately fulfill its obligations hereunder within the time limits specified herein, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide ECS seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

- D. Compensation upon Termination. In the event this MOU is terminated, ECS shall be entitled to compensation for uncompensated costs and expenses incurred pursuant to the terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by ECS.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all costs and expenses incurred pursuant to the terms and conditions of this MOU is Seventy-Nine Thousand Dollars (\$79,000.00). ECS hereby agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this MOU as provided herein.
- B. Schedule of Rates. ECS shall set forth the specific rates and costs applicable to this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit E – Schedule of Rates and incorporated herein by reference as if set forth in full.
- C. Additional Costs and Expenses. Any additional costs and expenses not otherwise set forth herein shall not be incurred by ECS, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of ECS. ECS shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which ECS estimates that the maximum payable amount will be reached.

6. PAYMENT:

ECS shall submit to COUNTY quarterly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this MOU no later than thirty (30) days after the end of each calendar quarter. ECS shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination of this MOU. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit F – Measure Z Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office  
Attention: Sean Quincey, Deputy County Administrative Officer  
825 Fifth Street, Room 112  
Eureka, California 95501

7. NOTICES:

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

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COUNTY: Humboldt County Administrative Office  
Attention: Sean Quincey, Deputy County Administrative Officer  
825 Fifth Street, Room 112  
Eureka, California 95501

ECS: Eureka City Schools  
Attention: Fred Van Vleck, Superintendent  
2100 J Street  
Eureka, California 95501

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. ECS hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the costs and expenses incurred pursuant to the terms and conditions of this MOU, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the costs and expenses incurred pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of ECS, and its subcontractors, related to the costs and expenses incurred pursuant to the terms and conditions of this MOU, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. ECS hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. ECS further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, without limitation, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the costs and expenses incurred pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because ECS's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

ECS hereby agrees that COUNTY has the right to monitor any and all activities related to this MOU, including, without limitation, the right to review and monitor ECS's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this MOU. ECS shall cooperate with a corrective action plan, if deficiencies in ECS's records, policies, procedures or overall performance hereunder are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of ECS's performance hereunder.

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10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, ECS may receive information that is confidential under local, state or federal law. ECS hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, ECS, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. ECS further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations, are incorporated herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, ECS certifies that it is not a Nuclear Weapons Contractor, in that ECS is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. ECS agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if ECS subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. ECS shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, ECS's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve ECS from liability under this provision. This provision shall apply to all claims for damages related to ECS's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by ECS hereunder.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and ECS is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting ECS's indemnification obligations set forth herein, ECS, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this MOU, and any extensions thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of ECS and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
  - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  - 2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Office Form Code 1 (any auto).

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3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which ECS may be exposed to liability regarding the performance of its obligations hereunder. ECS shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of ECS. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that ECS shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this MOU, ECS's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to ECS's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this MOU shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.



6. ECS shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If ECS does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to ECS under this MOU.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and ECS shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

ECS: Eureka City Schools  
Attention: Fred Van Vleck, Superintendent  
2100 J Street  
Eureka, California 95501

15. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that ECS shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. ECS shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

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

conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the County of Humboldt's Conflict of Interest Code, all as may be amended from time to time.

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

19. SEVERABILITY:

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

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

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

22. WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU which may then exist on the part of ECS. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and ECS shall promptly refund, any funds disbursed to ECS which COUNTY determines were not expended in accordance with the terms and conditions of this MOU.

23. AMENDMENT:

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

24. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

25. STANDARD OF PRACTICE:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this MOU prepared and/or submitted by ECS shall become the property of COUNTY. However, ECS may retain copies of such documents, information and reports for its records. In the event this MOU is terminated, for any reason whatsoever, ECS shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

27. JURISDICTION AND VENUE:

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

28. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. COUNTY shall provide to ECS suggested language, and a Measure Z Logo, for all press releases. In addition, ECS shall inform COUNTY of any and all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to the Humboldt County Administrative Officer in accordance with the notice requirements set forth herein.

29. SUBCONTRACTS:

ECS shall obtain prior written approval from COUNTY before subcontracting any of the obligations set forth herein. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. ECS shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

30. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 –

Indemnification shall survive the expiration or termination of this MOU.

31. CONFLICTING TERMS OR CONDITIONS:

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

32. INTERPRETATION:

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

33. INDEPENDENT CONSTRUCTION:

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

34. FORCE MAJEURE:

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

35. ENTIRE AGREEMENT:

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

36. COUNTERPART EXECUTION:

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

37. AUTHORITY TO EXECUTE:

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

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

**EUREKA CITY SCHOOLS:**

By: \_\_\_\_\_  
Fred Van Vleck, Superintendent

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

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Elishia Hayes, County Administrative Officer  
(Pursuant to the authority granted by the Humboldt  
County Board of Supervisors on November 19, 2019  
[Item H-2])

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

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

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

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

**LIST OF EXHIBITS:**

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Social Media Reporting Requirements
- Exhibit E – Schedule of Rates
- Exhibit F – Measure Z Invoice Form

**EXHIBIT B**  
**QUARTERLY AND FINAL SUMMARY REPORT**  
Eureka City Schools  
For Fiscal Year 2022-2023

1. DUE DATES:

Quarterly reports are due one (1) month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. ECS must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one (1) month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on MOU term	One (1) month after MOU expiration

2. SUBMISSION OF REPORTS:

Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted online at the following address: <https://humboldt.gov/FormCenter/CAO-Forms-17/Public-Safety-Essential-Services-Tax-Qua-103>.

**EXHIBIT C**  
**QUARTERLY AND FINAL REPORT FORM**  
Eureka City Schools  
For Fiscal Year 2022-2023



**COUNTY OF HUMBOLDT – MEASURE Z**  
**Report Form**

**Organization Name:** \_\_\_\_\_ **Report Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

**I. QUARTERLY NARRATIVE** (please attach a maximum of 1 page, exclusive of attachments)

**A. Results/Outcomes**

- ☐ 1. Please describe the Measure Z activities completed.
- ☐ 2. How many people have been served and how?
- ☐ 3. Who has benefited from the enhanced services?
- ☐ 4. What difference did Measure Z funding make in our community and for the population you are serving? Please quantify the short-term impact of your project for the current year. *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- ☐ 5. Please quantify the long-term impacts of your project. This would be for the entire time period that Measure Z has funded your project.
- ☐ 6. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

**II. FINAL SUMMARY REPORT** (please attach a maximum of 2 pages, exclusive of attachments)

**A. Lessons Learned**

- ☐ 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- ☐ 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

**EXHIBIT D**  
**SOCIAL MEDIA REPORTING REQUIREMENTS**  
Eureka City Schools  
For Fiscal Year 2022-2023

1. DUE DATES:

ECS will post Measure Z updates on ECS-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where ECS will post Measure Z updates:

Social Media (*i.e., Facebook*)    Account Name (*i.e., County of Humboldt – Government*)

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3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, ECS's social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.

Posts will include “#MeasureZ” on Twitter and Facebook to help the public identify Measure Z posts.

Example Facebook post:

#MeasureZ update: Over the last quarter we [brief description of Measure Z activities completed and/or total numbers served]. During our efforts this quarter we've seen [brief description of the difference Measure Z funding has made in our community and for the population you are serving].



## AGENDA ITEM

Agenda Title: Consideration of Student Expulsion (EC Sec 48918(c) or 760030)  
[Student #22-23-018; Resolution#22-23-006]

Meeting Date: October 6, 2022

Item: Discussion/Action

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the Stipulated Expulsion of a student (EC Sec 48918(c) or 760030) [Student #22-23-018; Resolution #22-23-006].

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

Actions by this student resulted in a recommendation for expulsion by the school.

**STRATEGIC PLAN/PRIORITY AREA:**

Subject does not apply to a Strategic Plan Priority Area

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This item was discussed in Closed Session at the Board Meeting on October 6, 2022.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

There is no expenditure or revenue associated with this item.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Lisa Claussen, Director of Student Services

## AGENDA ITEM

Agenda Title: Discussion and Possible Adoption of Resolution 22-23-007 - Thanking the Eureka City Council and Acknowledging Official Position on One-Way Streets Surrounding Washington Elementary School

Meeting Date: October 6, 2022

Item: Discussion/Action

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to discuss and possibly take action to determine the official position of the Governing Board on potential Changes to Dolbeer, Chester, and W Streets by the City of Eureka.

Note: On September 22, 2022, Superintendent Van Vleck reached out to the City Council and invited and encouraged City Manager Miles Slattery to attend the ECS Board meeting on October 6, 2022. City Manager Miles Slattery confirmed via email on September 22, 2022 that he will make himself and appropriate City Staff available to attend the ECS Board meeting.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

On September 27, 2022, a motion at the Eureka City Council meeting to adopt a proposed resolution and make the streets around Washington Elementary School (Dolbeer, Chester, and W Streets) one-way streets **failed**. The Governing Board of Eureka City Schools would like to discuss this decision and note an appreciation for the City Council's decision to not move forward in adopting the City Council's resolution, as one-way streets around the school site would significantly impact the safety of students, staff, and families, at Washington Elementary School.

**STRATEGIC PLAN/PRIORITY AREA:**

Subject does not apply to a Strategic Plan Priority Area

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Not applicable.

**HOW MUCH***(list the revenue amount \$ and/or the expense amount \$)*

Not applicable.

**WHO***(list the name of the contact person(s), job title, and site location)*

Fred Van Vleck, Ed.D., Superintendent

**ATTACHMENTS:**

Description

- ▣ Resolution 22-23-007
- ▣ 19.5 Item: Documents Provided by City Staff the Day of ECS Board Meeting

## Eureka City Schools | Board Resolution No. 22-23-007

### A Resolution of the Eureka City Schools Governing Board Thanking the Eureka City Council and Acknowledging Official Position on One-Way Streets Surrounding Washington Elementary School

- WHEREAS, the Eureka City Council held a regularly scheduled meeting on Tuesday, September 20, 2022, and a special meeting on Tuesday, September 27, 2022,
- WHEREAS, at the regular meeting on September 20, 2022, the City Council was provided with a Resolution (attached as Exhibit A, v.1) for discussion and consideration regarding one-way streets on Dolbeer, W, and Hemlock streets;
- WHEREAS, at the request of City Council, the September 20, 2022, discussion on one-way streets for Dolbeer, W, and Hemlock streets was tabled to a future date;
- WHEREAS, at a special meeting held on September 27, 2022, a motion before the City Council to approve a new Resolution (attached as Exhibit B, v.2) to implement one-way operations on Dolbeer, W, Chester, and Hemlock streets failed;
- WHEREAS, a one-way westbound conversion of Chester Street would not allow school busses to drop students off at a curbside location in front of Washington Elementary School;
- WHEREAS, a one-way northbound conversion of Dolbeer Street would not allow parents/guardians to drop students off from the passenger side of a vehicle in front of Washington School;
- WHEREAS, the current configuration of bus/parent drop off is safe and effective for the students, staff, and families, at Washington Elementary School;
- WHEREAS, based on a survey completed by City of Eureka, provided to City Council on September 20, 2022, 83.6% of respondents surveyed were not in support of a permanent change to one-way on Dolbeer/W streets;
- WHEREAS, in a survey completed by parents/guardians from Washington Elementary School, provided to City Council on September 27, 2022, 93.2% of respondents surveyed were not in support of a permanent change to one-way on Dolbeer/W streets;

NOW, THEREFORE, BE IT RESOLVED,

On this 6<sup>th</sup> day of October, 2022, the Governing Board of Eureka City Schools thanks the Eureka City Council for not supporting the Resolution provided at the special meeting on September 27, 2022, and for keeping student safety paramount in this discussion and all future discussions of traffic flow in the City of Eureka.

\_\_\_\_\_  
Lisa Ollivier, Board President  
Eureka City Schools

\_\_\_\_\_  
Date

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EUREKA  
ESTABLISHING 'DOLBEER' STREET BETWEEN CHESTER STREET AND  
HEMLOCK STREET AS A ONE-WAY NORTHBOUND STREET, W STREET  
BETWEEN CHESTER STREET AND HEMLOCK STREET AS A ONE-WAY  
SOUTHBOUND STREET, AND HEMLOCK STREET BETWEEN W STREET AND  
DOLBEER STREET AS A ONE-WAY EASTBOUND STREET

WHEREAS, the City of Eureka completed the Dolbeer and W Couplet Study; and

WHEREAS, the Project proposes to implement one-way operation on Dolbeer, W and Hemlock Streets; and

WHEREAS, the Project proposes to improve multimodal transportation by implementing an on-street buffered bike lane on Dolbeer and W Streets between Chester Street and Hemlock Street and Hemlock Street between W Street and Dolbeer Street; and

WHEREAS, the City of Eureka desires to establish Dolbeer Street between Chester Street and Hemlock Street to be a one-way street in the northbound direction, W Street between Chester Street and Hemlock Street to be a one-way street in the southbound direction and Hemlock Street between W Street and Dolbeer Street to be a one-way in the eastbound direction;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Eureka, that Dolbeer Street between Chester Street and Hemlock Street to be a one-way street in the northbound direction, W Streets between Chester Street and Hemlock Street to be a one-way street in the southbound direction and Hemlock Street between W Street and Dolbeer Street in the eastbound direction, when signs are posted giving notice thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Eureka in the County of Humboldt, State of California, on the 20<sup>th</sup> day of September, 2022 by the following vote:

AYES:

COUNCILMEMBERS

NOES:

COUNCILMEMBERS

ABSENT:

COUNCILMEMBERS

\_\_\_\_\_  
Susan Seaman, Mayor of the City of Eureka

*Attest:*

\_\_\_\_\_  
Pamela J. Powell, City Clerk

*Approved as to Administration:*

*Approved as to form:*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EUREKA  
ESTABLISHING 'DOLBEER' STREET BETWEEN CHESTER STREET AND  
HEMLOCK STREET AS A ONE-WAY NORTHBOUND STREET, W STREET  
BETWEEN CHESTER STREET AND HEMLOCK STREET AS A ONE-WAY  
SOUTHBOUND STREET, CHESTER STREET BETWEEN DOLBEER STREET AND  
W STREET AS A ONE-WAY WESTBOUND STREET AND HEMLOCK STREET  
BETWEEN W STREET AND DOLBEER STREET AS A ONE-WAY EASTBOUND  
STREET

WHEREAS, the City of Eureka completed the Dolbeer and W Couplet Study; and

WHEREAS, the Project proposes to implement one-way operation on Dolbeer, W,  
Chester and Hemlock Streets; and

WHEREAS, the Project proposes to improve multimodal transportation by implementing  
an on-street buffered bike lane on Dolbeer and W Streets between Chester Street and  
Hemlock Street, Chester Street between Dolbeer Street and W Street and Hemlock  
Street between W Street and Dolbeer Street; and

WHEREAS, the City of Eureka desires to establish Dolbeer Street between Chester  
Street and Hemlock Street to be a one-way street in the northbound direction, W Street  
between Chester Street and Hemlock Street to be a one-way street in the southbound  
direction, Chester Street between Dolbeer Street and W Street to be a one-way street in  
the westbound direction and Hemlock Street between W Street and Dolbeer Street to  
be a one-way in the eastbound direction;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Eureka, that  
Dolbeer Street between Chester Street and Hemlock Street to be a one-way street in  
the northbound direction, W Streets between Chester Street and Hemlock Street to be a  
one-way street in the southbound direction, Chester Street between Dolbeer Street and  
W Street to be a one-way street in the westbound direction and Hemlock Street  
between W Street and Dolbeer Street in the eastbound direction, when signs are posted  
giving notice thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Eureka in the County of Humboldt, State of California, on the 27<sup>th</sup> day of September, 2022 by the following vote:

AYES:

NOES:

ABSENT:

COUNCILMEMBERS

COUNCILMEMBERS

COUNCILMEMBERS

---

Susan Seaman, Mayor of the City of Eureka

*Attest:*

---

Pamela J. Powell, City Clerk

*Approved as to Administration:*

*Approved as to form:*

---

Miles Slattery, City Manager

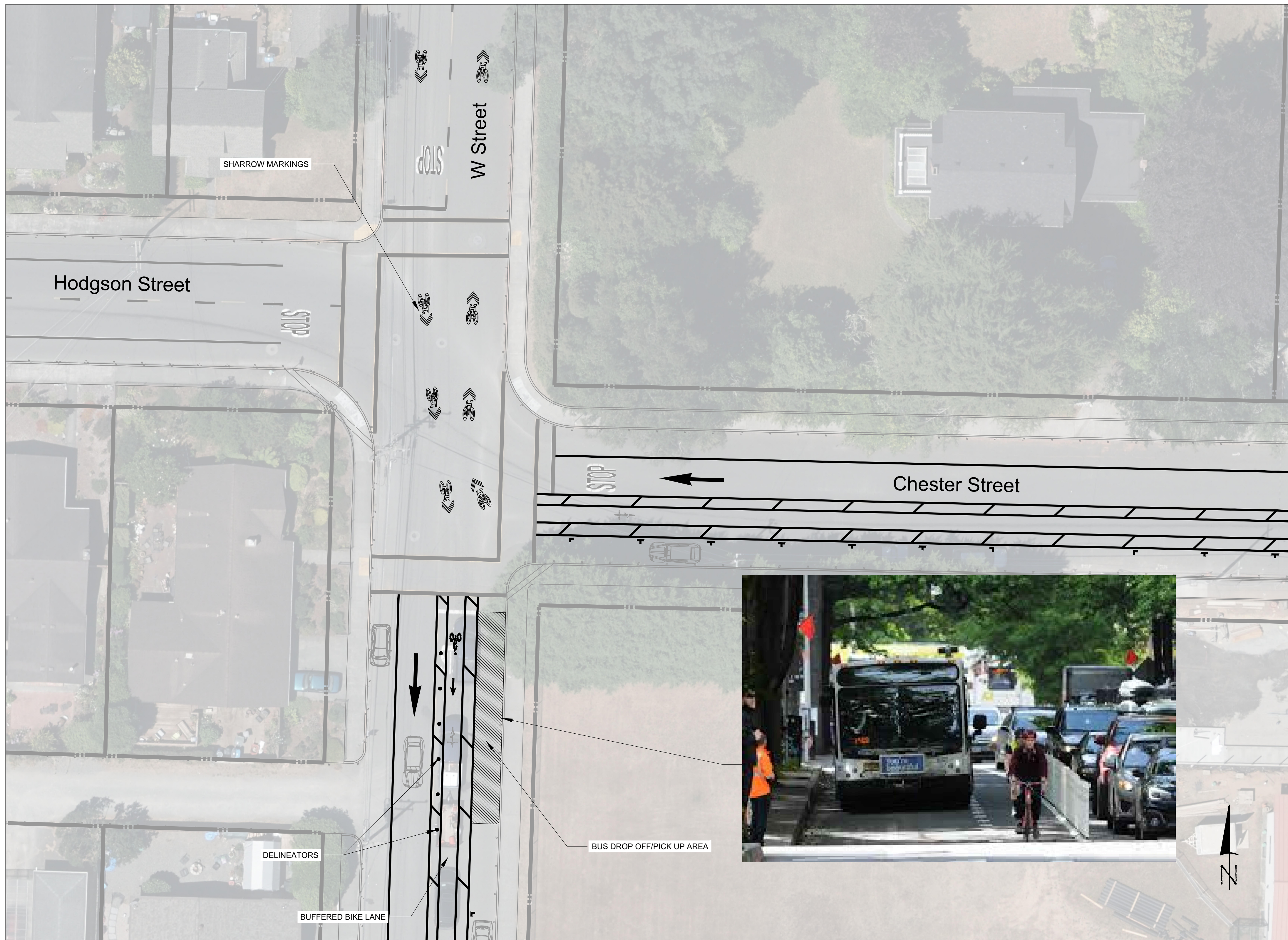
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Autumn E. Luna, City Attorney









DOLBEER/W STREET COUPLET - W/CHESTER STREET INTERSECTION AND BUS DROP OFF/PICK UP AREA

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## PLAN VIEW


PROJECT NAME  
BID NO. 20XX-XX

**CITY OF EUREKA**  
CALIFORNIA

Public Works Dept., Engineering Division  
531 K Street, Eureka, CA 95501  
(707) 441-4194 ph, (707) 441-4202 fax

Designed By:	XXX
Drawn By:	XXX
Checked By:	XXX

Graphic Scale



Measures one inch on  
Full Size Drawings

[illegible]



P:\Public Works\Engineering\Projects\Transportation\Projects\Dolbeer-W Couplet\Multimodal Study 2021\dwg\Xrefs\FULL SIZE (22x34) pdf - title block.dwg - Plotted 10/6/22



DOLBEER/W STREET COUPLET - RUSSELL STREET BUS DROP OFF/PICK UP AREA

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Designed By: XXX  
Drawn By: XXX  
Checked By: XXX

Graphic Scale  
Measures one inch on  
Full Size Drawings

No.	Date	Revisions	By	App.

CITY OF  
**EUREKA**  
CALIFORNIA  
Public Works Dept., Engineering Division  
531 K Street, Eureka, CA 95501  
(707) 441-4194 ph. (707) 441-4202 fax

PLAN VIEW  
PROJECT NAME  
BID NO. 20XX-XX

Scale: No Scale  
Drawing: X-000  
Sheet X of XX



## AGENDA ITEM

Agenda Title: Approval of 2022-2023 Strategic Plan

Meeting Date: October 6, 2022

Item: Discussion/Action

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to receive, review, and consider approval of the 2022-23 ECS Strategic Plan.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The ECS Strategic Plan is the management plan for the District. All decisions should reflect the Board adopted priorities of the Strategic Plan.

**STRATEGIC PLAN/PRIORITY AREA:**

This item includes all strategic plan/priority areas.

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

This is an annual update.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

There is no cost associated with this item.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Gary Storts, Assistant Superintendent, Educational Services

**ATTACHMENTS:**

Description

- ▣ Strategic Plan Presentation 10.06.2022
- ▣ Strategic Plan - 10.06.22



**Eureka City  
Schools**

# **2022-23 Strategic Plan**

**Board Presentation 10.06.2022**

# Strategic Plan Overview

- ❑ The Eureka City Schools Strategic Plan, adopted by the Board of Trustees, is the management plan for the District.
- ❑ The Strategic Plan has four main purposes.



# First, the plan defines the District's vision, mission, and goals.

- ❑ **VISION**

What the District is striving to do.

- ❑ **MISSION**

Outlines what the District will accomplish by the end of the five-year Plan.

- ❑ **PRIORITY AREAS**

Areas that address the Mission of the District.



Second, the plan details how the District will achieve those goals, as measured each year by the outcomes expected.

❑ **OBJECTIVE**

Defines priority areas deliverables to ensure all parties have clear direction and are aligned with the purpose and overall timeline.

❑ **OUTCOMES**

The measurable progress toward the Strategic Plan objectives.

❑ **METRICS**

Tools used to measure how the school and district will assess their annual progress against the Goals (these metrics are included in the LCAP unless indicated by a designation of “Other Metrics”).



Third, the plan serves as the common tool for managing changing priorities, as indicated by the ordering of the Priority Areas. All District decisions should reflect the priorities of the Strategic Plan.





Lastly, the Strategic Plan provides a basis for the development of the Local Control Accountability Plan (LCAP)



Annually, the Strategic Plan will be reviewed and approved by the Board in August/September.

# THANK YOU

# 2022-23 STRATEGIC PLAN



## Board of Trustees

Lisa Ollivier, President - Area 1  
Mike Duncan - Area 2  
Mario Fernandez, Clerk - Area 3  
Susan Johnson - Area 4  
Jessica Rebholtz - Area 5

## Superintendent

Fred Van Vleck, Ed.D.

# Eureka City Schools

## STRATEGIC PLAN OVERVIEW

The Eureka City Schools Strategic Plan, adopted by the Board of Trustees, is the management plan for the District. The Plan was initially developed in collaboration with educational partner groups within the District. The following is a description of the purpose, components, definitions, process, and timelines related to the plan.

The Strategic Plan has four primary purposes. First, the Plan defines the District's vision, mission, and goals. Second, the Plan details how the District will achieve those goals, as measured yearly by the expected outcomes. Third, the Plan serves as the common tool for managing changing priorities, as indicated by the ordering of the Priority Areas. All District decisions should reflect the priorities of the Strategic Plan. Lastly, the Strategic Plan provides a basis for developing the Local Control Accountability Plan (LCAP).

The components of the Strategic Plan are defined below:

- VISION  
What the District is striving to do.
- MISSION  
Outlines what the District will accomplish by the end of the five-year Plan.
- PRIORITY AREAS  
Areas that address the Mission of the District.
- OBJECTIVE  
Defines priority area deliverables to ensure all parties have clear direction and are aligned with the purpose and overall timeline.
- OUTCOMES  
The measurable progress toward the Strategic Plan objectives.

- **METRICS**

Tools used to measure how the school and district will assess their annual progress against the Goals (these metrics are included in the LCAP unless indicated by a designation of “Other Metrics”).

Implementing the Strategic Plan follows a yearly update cycle to ensure that the Plan reflects the priorities defined by the Board of Trustees. Implementation of the Plan continues throughout the year and is evaluated, analyzed, and revised annually.

## **Eureka City Schools: Strategic Plan**

### **Vision Statement:**

Inspiring academic Excellence, Creativity, and the confidence to Succeed. - ECS

### **Mission Statement:**

Eureka City Schools, in partnership with families and communities, promotes academic success and career readiness for every student. We are committed to:

- Ensuring rigorous and innovative programs through high standards of teaching and learning
- Providing a safe and supportive learning environment
- Embracing our diversity as a strength
- Promoting creative expression, critical thinking, and digital literacy
- Offering relevant learning opportunities to help guarantee a sustainable future
- Developing responsible, productive, and ethical citizens for our communities and the world

### **Fiscal Integrity of the District:**

The fiscal integrity of Eureka City Schools is a foundational requirement of the Strategic Plan. As such, the Plan is designed to ensure that the human, financial, and capital resources are efficiently and effectively allocated based on the priorities established by the Eureka City School Board.

To ensure the fiscal integrity of the District, the Eureka City Schools Board is committed to addressing LCAP goals by working with interested stakeholders to prioritize funds; providing each District child with a quality education. As specified in the requirements of the LCAP, we will focus additional support to students who are English Learners, from low-income households, and who are Foster Youth. The Board commits to establishing reserve levels and fund balances to meet State and local priorities. Additionally, the Board commits to saving for potential future expected and unexpected expenditures and for eventual economic downturns. The Board is committed to ensuring the fiscal integrity of the District by providing the necessary funding to maintain the following prudent reserves:

- Economic Uncertainty of 5% of total General Fund Expenditures;
- Equipment Replacement of 1% of total General Fund Expenditures;
- Special Education of 2% of total General Fund Expenditures; and,
- Routine Maintenance and Repair of 3% of total General Fund Expenditures.

**Strategic Planning Process:**

Annually, the Board will approve the Strategic Plan in September/October for the subsequent year. The approved Strategic Plan shall guide the development of the following year's LCAP.

**Priority Area 1: English** | Students will develop reading, writing, speaking, and listening skills that are the foundation for creative and purposeful expression in language.

Priority #1	Objective	Component	Task	Due Date	Assigned (Responsible)
1	English	Objective	Students will develop reading, writing, speaking, and listening skills that are the foundation for creative and purposeful expression in language.		
1.1	English	Outcome	Students will meet or exceed state standards at every grade level in English Language Arts.		
1.1.1	English	Metric	Principals will certify to the Assistant Superintendent of Educational Services that 90+% or more of the Students, including subgroups, will have progressed toward meeting or exceeding state grade-level standards. [Source Document: PowerSchool, MMARS, CA Dashboard, data sheets CORE Growth].	September	Principals
1.1.1.1	English	DA&S	Assistant Superintendent of Educational Services to develop a profile for a student at the 80, 70, 60, 50, 40, 30, and below 20 percentile.	October	Assistant Superintendent of Educational Services
1.1.1.1.1	English	SA&S	Principals review and report out on CA Dashboard, MMARS, IXL, and Power School reports	MMARS, IXL, PowerSchool (Sept) CA Dashboard (Nov )	Principals
1.1.1.1.2	English	SA&S	Principals identify subgroups meeting the 90+% threshold	September	Principals
1.1.1.1.3	English	SA&S	Principals share dashboard and MMARS data with staff	MMARS (Oct) PowerSchool (Oct ) CA Dashboard (Nov )	Principals
1.1.1.1.4	English	SA&S	Principals in collaboration with Assistant Superintendent of Educational Services and Director of Student Services identify interventions for those students below the 90+% threshold and then share with staff.	September	Assistant Superintendent of Educational Services



					and Director of Student Services
1.1.1.1.5	English	SA&S	Principals, in collaboration with staff, develop an action plan and timeline per student to achieve the 90+% threshold	October	Principals
1.2	English	Outcome	Students will have access to Multi-Tiered Systems of Support (MTSS).		
1.2.1	English	Metric	Each trimester/semester, Principals will certify to the Assistant Superintendent of Educational Services and the Director of Student Services that all Students have access to Multi-Tiered Systems of Support (MTSS). [Source Document: Wellness Referral form data, Intervention Plan, Schoolsite Leadership Team's record of attendance of Tier 1 PBIS training, Master Schedule].	Trimester/ Semester	Principals
1.2.1.1.1	English	SA&S	Principals identify members to serve on (WEL) West Education Leadership Team	May	Principals
1.2.1.1.2	English	SA&S	Principals, in collaboration with staff, identify the instructional programs/strategies/interventions in Tier 1, Tier 2, and Tier 3	May	Principals
1.2.1.1.3	English	SA&S	Principals and department/grade-level teams engage in data-driven discussions to determine students needing Tier1, Tier 2, and Tier 3 programs, strategies, and interventions.	September	Principals
1.2.1.1.4	English	SA&S	Principals and WEL Leadership Team establish a (PLC) Professional Learning Community schedule to review data and adjust tiered support accordingly	May	

1.3	English	Outcome	Teachers and appropriate staff will complete professional development to address District adopted core and supplemental curriculum implementation, with fidelity, of standards.		
1.3.1	English	Metric	In May, Principals will identify to the Assistant Superintendent of Educational Services and the Director of Student Services the certificated and classified staff members needing training/retraining on State Standards and/or District initiatives.	May	Principal
1.3.1.1	English	DA&S	Assistant Superintendent of Educational Services and the Director of Student Services will identify the ELA/ELD professional development required for each certificated and classified	April	Assistant Superintendent and Director of Student Services
1.3.2	English	Metric	Principals will certify to the Assistant Superintendent of Educational Services/designee and the Director of Student Services that at least 90+% of Teachers and appropriate Staff have taught the standards with fidelity using District adopted core and supplemental curriculum.	June	Principals
1.4	English	Outcome	English Learners will be reclassified as Fluent English Proficient (RFEP) within five years of enrolling in the District.		
1.4.1	English	Metric	Principals will certify to the Assistant Superintendent of Educational Services that 90+% English Learners have improved by at least one level in English proficiency for one school year of learning. [Source Document: ELPAC, MMARS, PowerSchool, and English Learner Progress Monitoring Report]	September	Principals
1.4.1.1	English	DA&S	Coordinator of English Learners and Development will create a report protocol for Principals.	September	English Learner Coordinator
1.4.1.1.1	English	SA&S	Principals will report to the Assistant Superintendent of Educational Services that 90% of English Learners have improved in at least one level.	October	Principals

1.4.1.1.2	English	SA&S	Principals will identify intervention strategies to support English learner students who have not improved at least one level [Source Document: ELPAC].	September	Principals
1.4.2	English	Metric	The Assistant Superintendent of Educational Services will certify to the Superintendent that all English Learners will reclassify within five years of enrolling in the District. [Source Document: Power School English Learner Progress Monitoring Report]	June	Assistant Superintendent
1.4.2.1	English	DA&S	Assistant Superintendent of Educational Services/designee will create a report protocol to measure progress on the percentage of English learners that have been reclassified since enrollment in the District	May	Assistant Superintendent

**Priority Area 2: Math** | Students will develop the three major principles of Mathematics - focus, coherence, and rigor - to allow for conceptual understanding, procedural skill and fluency, and the ability to apply mathematics to solve problems.

Priority #2	Objective	Component	Task	Due Date	Assigned (Responsible)
2	Math	Objective	Students will develop the three major principles of Mathematics - focus, coherence, and rigor - to allow for conceptual understanding, procedural skill and fluency, and the ability to apply mathematics to solve problems.		
2.1	Math	Outcome	Students will meet or exceed state standards at every grade level in mathematics.		
2.1.1	Math	Metric	Principals will certify to the Assistant Superintendent of Educational Services that 90+% or more of the Students, including all subgroups, will have progressed toward meeting or exceeding state grade-level standards. [Source Document: PowerSchool, MMARS, CA Dashboard.]	September	Principals
2.1.1.1	Math	DA&S	Assistant Superintendent of Educational Services to develop a profile for a student at the 80, 70, 60, 50, 40, 30, and below 20 percentile.	October	Assistant Superintendent
2.1.1.1.1	Math	SA&S	Principals review CA Dashboard, MMARS, IXL, and Power School reports	MMARS , IXL, PowerSchool (Sept)  CA Dashboard (Nov)	Principals
2.1.1.1.2	Math	SA&S	Principals identify % of subgroups meeting the 90+% threshold	September	Principals
2.1.1.1.3	Math	SA&S	Principals share dashboard and MMARS data with staff	MMARS (Oct) PowerSchool (Oct ) CA Dashboard (Nov)	Principals

2.1.1.1.4	Math	SA&S	Principals in collaboration with Assistant Superintendent of Educational Services/designee and the Director of Student Services/designee identify interventions for those students below the 90+% threshold and then share with staff.	September 30	Assistant Superintendent and Director of Student Services
2.1.1.1.5	Math	SA&S	Principals, in collaboration with staff, develop an action plan and timeline per student to achieve the 90+% threshold	October	Principals
2.2	Math	Outcome	Students will have access to Multi-Tiered Systems of Support (MTSS).		
2.2.1	Math	Metric	Each trimester/semester, Principals will certify to the Director of Student Services/designee that all Students have access to instructional Multi-Tiered Systems of Support (MTSS).	Trimester/Semester	Principals
2.2.1.1.1	Math	SA&S	Principals identify WEL Leadership Team	August	Principals
2.2.1.1.2	Math	SA&S	Principals in collaboration with staff, identify the instructional programs/strategies/interventions in Tier 1, Tier 2, and Tier 3.	May	Principals
2.2.1.1.3	Math	SA&S	Principals and MTSS leadership team engage in data-driven discussions to determine students needing Tier1, Tier 2, and Tier 3.	September	Principals

2.3	Math	Outcome	Teachers and appropriate Staff will complete professional development to address implementation, with fidelity, of standards.		
2.3.1	Math	Metric	In May, Principals will identify to the Assistant Superintendent of Educational Services and the Director of Student Services/designee the certificated Staff members needing training/retraining on State Standards.	May	Principal
2.3.1.1	Math	DA&S	Assistant Superintendent of Educational Services and the Director of Student Services/designee will identify the Math professional development required for each certificated and classified member.	May	Assistant Superintendent and Director of Student Services
2.3.1.2	Math	DA&S	Assistant Superintendent of Educational Services will communicate to staff (principals and employees) professional development needs to be completed and already completed	September	Assistant Superintendent and Director of Student Services
2.3.2	Math	Metric	Principals will certify to the Assistant Superintendent of Educational Services that at least 90+% of Teachers and appropriate Staff have taught the standards with fidelity. [Source Document: California Dashboard and Local Assessments]	June	Principals
2.3.2.1	Math	DA&S	Assistant Superintendent of Educational Services and the Director of Student Services/designee will create a protocol for classroom walkthroughs	June	Assistant Superintendent and Director of Student Services
2.3.2.1.1	Math	SA&S	Principals will conduct classroom walkthroughs to ensure 90+% of teachers are utilizing Board-approved textbooks and standards-based supplemental materials	September and June	Principals

2.3.2.1.2	Math	SA&S	Principals will meet the expectation of conducting classroom walkthroughs at least 40% of the time - the equivalent of 2 days per week	June	Principals
2.4	Math	Outcome	Provide Professional Learning to all appropriate Staff on instructional strategies to support all learners.	September	Assistant Superintendent and Director of Student Services
2.4.1	Math	Metric	Assistant Superintendent of Educational Services will report to Superintendent opportunities provided for professional development on instructional strategies	June	Assistant Superintendent of Educational Services
2.4.1.1.1	Math	SA&S	Principals will provide the Assistant Superintendent of Educational Services a summary report for the type and number of professional learning opportunities provided to staff, as evidenced by annual collaboration schedules and attendance logs.	February	Principals



**Priority Area 3: Mental Health, Socio-Emotional Wellness, and Family Engagement** | Students will develop a full realization of their mental and social-emotional potential, demonstrated by healthy wellness attitudes, behaviors, and supported by consistent curriculum and instructional practices.

The District and school sites will develop and promote family participation, input, and involvement opportunities.

Priority #3	Objective	Component	Task	Due Date	Assigned (Responsible)
#3A	Mental Health, Socio-Emotional Wellness	Objective	Students will develop a full realization of their mental and social-emotional potential, demonstrated by healthy wellness attitudes, behaviors, and supported by consistent curriculum and instructional practices. The District and school sites will develop and promote family participation, input, and involvement opportunities.		
3.1	Mental Health, Socio-Emotional Wellness	Outcome	Students and Staff will actively utilize the principles and practices of social/emotional and mental wellness.		
3.1.1	Mental Health, Socio-Emotional Wellness	Metric	By January 2023, Principals will certify to the Director of Student Services that 85+% of classrooms are using the strategies of trauma-informed practices 85+% of the time. [Source Document: Classroom Walkthroughs]	January	Principals and Director of Student Services
3.1.2	Mental Health, Socio-Emotional Wellness	SA&S	By November, elementary school students, at schools where there is a Community School model, will have access to a break space, recovery, and calm room space.	November	Director of Community Schools
3.1.3	Mental Health, Socio-Emotional Wellness	SA&S	Elementary school teachers will complete a universal social-emotional screening in September, January, and May for all students in their classrooms.	September, January, and May	Elementary Principals
3.1.4	Mental Health, Socio-Emotional Wellness	SA&S	Elementary and Middle School principals will certify each trimester to the Director of Student Services that classroom teachers followed the Second Step pacing guides and facilitated the Bully Prevention activities in their classrooms.	November, March, June	Elementary and Middle School Principals

3.1.5	Mental Health, Socio-Emotional Wellness	SA&S	The High School Principals will certify that classroom teachers are facilitating community building circles in their classrooms at least quarterly.	Quarterly	High School Principal
3.1.1.1	Mental Health, Socio-Emotional Wellness	DA&S	By January 2023, Director of Student Services will develop the report template for the Principals to document major behavior infractions (non-suspendable offenses) using data from PowerSchool and SWIS.	January	Director of Student Services
3.1.2	Mental Health, Socio-Emotional Wellness	Metric	By September 2023, Director of Student Services will report to the Superintendent that students in grade levels 5th, 7th, 9th, 11th grades and their families have increased their average scores in the areas of school connectedness (students-53%, families-27%), caring adults in schools (students-60%, families-32%), and feeling safe at school (students-54%, families-28%) by 10% for students and 20% for families. [Source Document: California Healthy Kids Survey]	September	Director of Student Services
3.1.3	Mental Health, Socio-Emotional Wellness	Metric	By May 2023, The District Nurses will report to the Director of Student Services any student health problems identified through mandatory screenings and assessments (i.e. vision, hearing, and scoliosis, nutritional or other medical conditions) have received the necessary and timely follow up regarding medical and/or health services. [Source Document: PowerSchool, Internal Spreadsheet]	May	District Nurses
3.1.4	Mental Health, Socio-Emotional Wellness	Metric	At the end of each semester/trimester, the District Social Workers, Crisis Counselor, Site Counselors, and School Psychologists will report to the Director of Student Services the number of Students receiving school based mental health services. [Source: Internal Document]	Trimester/ Semester	District Social Workers, Crisis Counselor, Site Counselors, and School Psychologists
3.2	Mental Health, Socio-Emotional Wellness	Outcome	Increase partnerships with external and community-based agencies that serve the student population in the areas of physical, emotional and mental wellness. [Source Document: Internal Document between Social Workers, Counselors, Crisis Counselor, School Psychologist, Marshall Family Resource Center, Foster/Homeless Liaison, and Wellness Center team]		

3.2.1	Mental Health, Socio-Emotional Wellness	Metric	By End of the School Year, the Director of Student Services and Director of Community Schools will report to the Superintendent an increase of 5 new relationships with external and community based agencies that serve the student population in the areas of physical, emotional and mental wellness. [Source Document: Internal Document]	End of School Year	Director of Student Services and Director of Community Schools
3.2.1.1	Mental Health, Socio-Emotional Wellness	DA&S	Director of Student Services and Director of Community Schools: (1) identify external relationships with community based agencies to support students through the Wellness Center and Community Schools in the areas of physical, emotional and mental wellness; (2) Generate a list of additional external partnerships and identify which ones will be solicited to garner their support; (3) Communicate with external partners to establish mutual needs and interests and deliverables with appropriate timelines; and, (4) Upon completion of the relationship, establish a process to honor and acknowledge the positive outcome of the relationship for our students.	Quarterly Meeting	Director of Student Services and Director of Community Schools
Priority #3B	Family Engagement	Objective	The District and school sites will develop and promote family participation, input, and involvement opportunities.		
3.3	Family Engagement	Outcome	Ensure families receive equitable access to timely communications through a variety of means.		
3.3.1	Family Engagement	Metric	By End of the School Year, Principals will provide an annual summative report to the Director of Student Services certifying a minimum of once weekly Principal to Home communication provided and accessed by families through multiple means. [Source Document: Report]	June	Principals
3.3.2	Family Engagement	Metric	By End of School Year, Principals will certify, to the Director of Student Services, that each teacher has communicated weekly to their families through a positive communication home. [Source Document: Report]	June	Principals
3.4	Family Engagement	Outcome	Ensure families feel valued and connected to the school environment.		

3.4.1	Family Engagement	Metric	In addition to Back to School and Open House, by the end of the school year, Principals will certify to the Director of Student Services that the school site hosted at least two family-centered events per school year. [Source Document: Individual School Calendar of Events]	June	Principals
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**Priority Area 4: Science** | Students will develop a three-dimensional vision of science education, knowing core science and engineering ideas, thinking like scientists and engineers, and applying science and engineering principles.

Priority #4	Objective	Component	Task	Due Date	Assigned (Responsible)
4	Science	Objective	Students will develop a three-dimensional vision of science education, knowing core science and engineering ideas, thinking like scientists and engineers, and applying science and engineering principles.		
4.1	Science	Outcome	Students will meet or exceed California Next Generation Science Standards (NGSS).		
4.1.1	Science	Metric	Principals will report to the Assistant Superintendent of Educational Services the number of Students meeting or exceeding the standard as measured by the California Science Test (CAST) and the California Alternative Assessment for Science (CAAS) for the previous year in grades 5 and 8 and high school. [Source Document: CAST, CAAS, MMARS]	September	Principal
4.1.1.1	Science	DA&S	Assistant Superintendent of Educational Services to develop a profile for a student at the 80, 70, 60, 50, 40, 30, and below 20 percentile.	October	Assistant Superintendent
4.1.1.1.1	Science	SA&S	Principals review CAST and CAAS data	November	Principal
4.1.1.1.2	Science	SA&S	Principals identify % of subgroups meeting the 90+% threshold	September	Principal
4.1.1.1.3	Science	SA&S	Principals share dashboard data with staff	November	Principal

4.1.1.1.4	Science	SA&S	Principals in collaboration with Assistant Superintendent of Educational Services will identify interventions for those students below the 90+% threshold and then share with staff.	September	Assistant Superintendent
4.1.1.1.5	Science	SA&S	Principals in collaboration with staff develop an action plan and timeline per student to achieve the 90+% threshold	October	Principals
4.2	Science	Outcome	Teachers and appropriate staff will complete professional development to address implementation, with fidelity, of standards.		
4.2.1	Science	Metric	By May, Principals will certify the Assistant Superintendent of Educational Services that at least 85+% of Teachers and appropriate Staff have taught the standards with fidelity. [Source Document: Pacing Guide Self Certification]]	May	Principal
4.2.1.1	Science	DA&S	Assistant Superintendent of Educational Services will identify the professional development required for each certificated and classified staff member	May	Assistant Superintendent
4.2.1.2	Science	DA&S	Assistant Superintendent of Educational Services will communicate to staff (principals and employees) professional development needing to be completed and already completed	September	Assistant Superintendent
4.2.1.3	Science	DA&S	Assistant Superintendent of Educational Services, with input from the TOSAs and Department Chairs, will plan, develop and deliver training.	October	Assistant Superintendent
4.2.2	Science	Metric	Principals will identify the certificated Staff members needing training/retraining on State Standards to the Assistant Superintendent of Educational Services.	April	Assistant Superintendent
4.2.2.1	Science	DA&S	Assistant Superintendent of Educational Services will create a protocol for classroom walkthroughs	Sept	Assistant Superintendent
4.2.2.2.1	Science	SA&S	Principals will conduct classroom walkthroughs to ensure 90+% of teachers are utilizing Board-approved textbooks and standards-based supplemental materials	Sept	Principals



4.2.2.2.2	Science	SA&S	Principals will meet the expectation of conducting classroom walkthroughs at least 40% of the time - the equivalent of two days per week	May	Principals
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**Priority Area 5: Social Science** | Students will develop four key areas of emphasis - content, inquiry, literacy, and citizenship - by investigating the “how” and “why” of historical developments.

Priority #5	Objective	Component	Task	Due Date	Assigned (Responsible)
5	Social Science	Objective	Students will develop four key areas of emphasis - content, inquiry, literacy, and citizenship - by investigating the “how” and “why” of historical developments.		
5.2	Social Science	Outcome	Students will meet or exceed Social Science standards in grades 3-12		
5.2.1	Social Science	Metric	Principals will report to the Assistant Superintendent of Educational Services the number of Students, including all subgroups, meeting or exceeding standards as measured by grade of C or higher in grades 6-8 and 10-12. [Source Document: PowerSchool]	January and June	Principals
5.3	Social Science	Outcome	Teachers and appropriate Staff will complete professional development to address implementation, with fidelity, of standards.		
5.3.1	Social Science	Metric	Principals will certify to the Assistant Superintendent of Educational Services/designee that at least 85+% of Teachers and appropriate Staff have taught the standards with fidelity. [Source Document - Walk-throughs]	May	Principals
5.3.1.1	Social Science	DA&S	The Assistant Superintendent of Educational Services/designee will create a protocol for classroom walkthroughs	Sept	Assistant Superintendent
5.3.1.1.1	Social Science	SA&S	Principals will conduct classroom walkthroughs to ensure 90+% of teachers are utilizing Board-approved textbooks and standards-based supplemental materials	Sept	Principals
5.3.1.1.2	Social Science	SA&S	Principals will meet the expectation of conducting classroom walkthroughs at least 40% of the time - the equivalent of two days per week	May	Principals

**Priority Area 6: Modern Languages** | Students will develop communicative cultural proficiency and literacy skills, providing them the ability to communicate and collaborate on a wide variety of topics in culturally appropriate ways in multiple target-culture settings.

Priority #6	Objective	Component	Task	Due Date	Assigned (Responsible)
<b>6</b>	<b>World Language</b>	<b>Objective</b>	<b>Students will develop communicative cultural proficiency and literacy skills, providing them the ability to communicate and collaborate on a wide variety of topics in culturally appropriate ways in multiple target-culture settings.</b>		
6.1	World Language	Outcome	Students in grades 7-12 will have access to the Modern and World Language curriculum.		
6.1.1	World Language	Metric	The Principals will certify to the Assistant Superintendent of Educational Services an increase in the number of students passing 2 or more years of a language with at least a letter grade of C.	June	Superintendent
6.1.1.1.1	World Language	SA&S	Principals will report to the Assistant Superintendent of Educational Services/designee the number of students who received additional access to World Language curriculum and received a C or greater grade. [Source Document: PowerSchool]	May	Principals
6.1.2	World Language	Metric	In March, the Assistant Superintendent of Educational Services/designee will report to the Superintendent the recommended 7 - 12 World Language curriculum. [Source Document: World Language Curriculum Survey]	March	Assistant Superintendent of Educational Services
6.1.3	World Languages	Metric	The principal will certify to the Assistant Superintendent of Educational Services an increase in the number of students achieving the Seal of Biliteracy.	May	Assistant Superintendent of Educational Services

**Priority Area 7: Human Resources** | The District will attract and develop high-quality professionals focused on student success.

Priority #7	Objective	Component	Task	Due Date	Assigned (Responsible)
<b>7</b>	<b>Human Resources</b>	<b>Objective</b>	<b>The District will attract and develop high-quality professionals focused on student success.</b>		
7.1	Human Resources	Outcome	All positions will be filled prior to the first day of instruction, and all vacancies are filled within one month.	August	Executive Director and Principals
7.1.1	Human Resources	Metric	The Executive Director of Personnel Services and Public Affairs will report annual progress on this objective to the Superintendent.	September	Executive Director
7.1.1.1	Human Resources	DA&S	Personnel will advertise and work with hiring parties to screen applicants, establish and train interview panels, conduct interviews, and hire qualified employees.	Ongoing	Executive Director
7.1.1.2	Human Resources	DA&S	As an Equal Opportunity Employer, Personnel will actively seek applicants representative of our richly diverse community and state.	Ongoing	Executive Director
7.1.1.3	Human Resources	SA&S	Hiring administrators will actively participate in the recruitment and selection process, which includes checking references and providing input on the best placement.	Ongoing	Principals and Directors
7.2	Human Resources	Outcome	All teachers are fully credentialed and appropriately assigned.		
7.2.1	Human Resources	Metric	Executive Director or designee will certify to the Superintendent that certificated Staff are appropriately credentialed and properly assigned. [Data Source: CTC, CALPADS, CalSAAS]	October	Executive Director or Designee
7.2.1.1	Human Resources	DA&S	Executive Director and/or designee will verify appropriate credentials at the time of hire. This includes working with the County Credential Analyst to obtain TCCs while credentials are pending and/or to obtain appropriate permits or waivers when necessary.	September	Executive Director or Designee

7.2.1.2	Human Resources	Metric	The Executive Director will report the Equal Distribution of Qualified Teachers to the Board annually.	January	Executive Director
7.3	Human Resources	Outcome	All new employees will be onboarded and participate in activities welcoming them to ECS, their school sites or departments.		
7.3.1	Human Resources	Metric	The Executive Director will certify to the Superintendent that certificated and classified employees participated in orientation activities and are connected with their peers at the site/department level.	October	Executive Director
7.3.1.1	Human Resources	DA&S	The Executive Director will provide New Hire Orientation for all (certificated and classified) employees to welcome employees, share an overview of the District, and to introduce Cabinet and Directors.	August	Executive Director
7.3.1.2	Human Resources	DA&S	At the time of hire, Personnel will work with employees to complete new hire paperwork, TB screening, and background checks.	Ongoing	Executive Director or Designee
7.3.1.3	Human Resources	SA&S	Sites and Departments will include new hires in activities and provide a support network of peers to help employees feel comfortable and part of the team.	October	Principals and Directors
7.4	Human Resources	Outcome	Employees believe their work is meaningful and they feel valued and supported.		
7.4.1	Human Resources	Metric	Through the CALL survey, employees who work with students will share the belief that their work is meaningful and they feel connected to District priorities.	April	Administrators, Teachers, Support Staff
7.4.1.1	Human Resources	DA&S	Employees will be trained in curriculum, become familiar with grade-level partners, and be given clear expectations for the school year.	October	Administrators and Teachers



7.4.1.2	Human Resources	DA&S	Personnel will support Educational Services in assigning mentors to new teachers, creating collaboration opportunities for teachers, and designing teacher academies to support growth and create networking opportunities.	November	Executive Director and Assistant Superintendent of Educational Services
7.4.1.3	Human Resources	DA&S	The Executive Director will support Educational Services, School Administration, and teachers in the professional development plan focused on Visible Learning.	August	Executive Director
7.5	Human Resources	Outcome	Provide competitive salaries and benefits for all employees compared with districts with similar demographics and/or geographic region.		
7.5.1	Human Resources	Metric	The Executive Director will report to the Superintendent comparable District salary and benefits data for each employee group (Classified, Certificated, Management, and Confidential), and provide recommendations on ensuring the competitiveness of the salaries for each employee group.	February	Executive Director
7.5.1.1	Human Resources	DA&S	The Executive Director will compile a comparison of salaries and benefits for each classification and job title from surrounding districts for comparison.	January	Executive Director
7.5.1.2	Human Resources	DA&S	The Superintendent and Executive Director will meet to discuss salaries and benefits for each employee group. The comparison lists from December will be reviewed to present changes and trends to the Board.	January	Executive Director and Superintendent
7.6	Human Resources	Outcome	The District retains highly qualified and competent employees who are committed to ECS and meeting the needs of students, staff, and the community.		

7.6.1	Human Resources	Metric	Classified Employees of the Year are recognized and celebrated at a Board meeting annually.	February	Executive Director and Staff
7.6.2	Human Resources	Metric	Certificated Employees and Administrator of the Year are recognized and celebrated at a Board meeting annually.	May	Executive Director and Staff
7.6.3	Human Resources	Metric	Personnel tracks and monitors employee turnover and reports annually to the Superintendent. The 2022-23 year is the baseline, and future goals to reduce turnover will be established.	June	Executive Director and Staff
7.7	Human Resources	Outcome	Implement evaluation systems to provide timely and meaningful feedback that allows for personal and professional growth.		
7.7.1	Human Resources	Metric	After the close of each school year, the Executive Director will certify to the Board that all evaluations have been completed in a timely manner, with appropriate commendations and recommendations for improvement. [Source Document: Board Report]	August	Executive Director and Staff
7.7.1.1	Human Resources	DA&S	The Executive Director or designee will prepare a tracking sheet for each site/department listing employees, hire dates, status, and due dates for evaluations based on employee status (temporary, probationary, permanent).	October	Executive Director and Staff
7.7.1.2	Human Resources	DA&S	The Executive Director will monitor evaluations that show a need for improvement or deficiency and will work with the administrator or director to outline clear expectations, and improvement plan	August	Executive Director
7.7.1.3	Human Resources	SA&S	Principals, Supervisors, Directors, and the Superintendent will meet with employees to review evaluations and discuss expectations. Completed forms will be sent to Personnel for review and filing by June 30.	June	Principals, Supervisors, Directors, Superintendent

7.8	Human Resources	Outcome	The District values and maintains good working relationships with both labor units – Eureka Teachers Association (ETA) and the California School Employees Association (CSEA).		
7.8.1	Human Resources	Metric	The Superintendent and Executive Director will meet with the ETA President and Bargaining Chair monthly to share concerns, resolve issues, and to foster a cooperative relationship.	Monthly	Superintendent and Executive Director
7.8.2	Human Resources	Metric	The Superintendent and Executive Director will meet with the CSEA President and Labor Relations Representative monthly to share concerns, resolve issues, and to foster a cooperative relationship.	Monthly	Superintendent and Executive Director

**Priority Area 8: Career and Technical Education** | Students will develop fundamental knowledge and skills to prepare for the transition to postsecondary education, career training, or the workforce by following a multiyear sequence of courses (pathways) integrating core academic knowledge with technical and occupational skills.

Priority #8	Objective	Component	Task	Due Date	Assigned (Responsible)
8	Career and Technical Education (CTE)	Objective	Students will develop fundamental knowledge and skills to prepare for the transition to postsecondary education, career training, or the workforce by following a multiyear sequence of courses (pathways) integrating core academic knowledge with technical and occupational skills.		
8.1	Career and Technical Education (CTE)	Outcome	Students will have access/exposure to career education, including CTE offerings in grades 8-12.		
8.1.1	Career and Technical Education (CTE)	Metric	Develop/refine and implement a scope and sequence for College and Career Readiness K-14  Principal will certify to the Assistant Superintendent of Educational Services/designee that the following school years' course offerings include CTE courses available to all 8-12 grades students.	May	Middle and High School Principals
8.1.2	Career and Technical Education (CTE)	Metric	By January 1, Principals will report to the Assistant Superintendent of Educational Services/designee the percentage of students, by grade level, in grades 8-12, enrolled in a CTE course.  *Baseline/benchmark for future metric	January	Middle and High School Principals
8.1.1.1	Career and Technical Education (CTE)	DA&S	Assistant Superintendent of Educational Services/designee shall present to the board the grades 9-12 CTE Pathways. K-12 Career Technology Scope and Sequence for approval of the Board, not later than May 1.	May	Assistant Superintendent of Educational Services
8.1.1.2	Career and Technical Education (CTE)	DA&S	By January 1, Principals will certify to the Assistant Superintendent of Educational Services/designee that 90+% or more of the Students, including subgroups, will have access to career education. [Source Document: California Dashboard and PowerSchool]	January	Middle and High School Principals
8.2	Career and Technical	Outcome	Principals serving grades 8-12 shall develop community-based business partnerships and advisory		

	Education (CTE)		committees for each of the CTE Pathways/CTE areas offered in grades 9-12		
8.2.1	Career and Technical Education (CTE)	Metric	By May, the Assistant Superintendent of Educational Services/designee shall report to the Board that each middle and high school has at least one Community-based business partnership.	May	Assistant Superintendent of Educational Services
8.2.1.1	Career and Technical Education (CTE)	DA&S	Assistant Superintendent of Educational Services shall ensure that each Business Partnership is recognized at a Board meeting, receiving an Apple Pin or Certificate of Appreciation.	May	Assistant Superintendent of Educational Services
8.2.2	Career and Technical Education (CTE)	Metric	The high school Principal shall certify having at least one CTE advisory meeting for each CTE Pathway.	May	Principal
8.3	Career and Technical Education (CTE)	Outcome	All students enrolled in the Zoe Barnum High School shall participate in work internship programs and/or projects related to their future interests and career expectations.		
8.3.1	Career and Technical Education (CTE)	Metric	The Zoe Barnum Principal shall report to the Assistant Superintendent of Educational Services/designee the percentage of students actively enrolled in internship programs.  *Baseline/benchmark for future metric	April	Zoe Barnum Principal

**Priority Area 9: Visual and Performing Arts** | Students will develop artistic literacy in the four arts disciplines - dance, music, theater, and visual arts - developing transferable skills that enhance personal, academic, and professional endeavors.

Priority #9	Objective	Component	Task	Due Date	Assigned (Responsible)
9	Visual and Performing Arts	Objective	Students will develop artistic literacy in the four arts disciplines - dance, music, theater, and visual arts - developing transferable skills that enhance personal, academic, and professional endeavors.		
9.1	Visual and Performing Arts	Outcome	Ensure Students have access to visual and performing arts.		
9.1.1	Visual and Performing Arts	Metric	All elementary teachers will report to the Principal the visual and performing arts lessons/activities implemented within their classroom.	Trimester	Elementary Teachers
9.1.1.1.1	Visual and Performing Arts	SA&S	Each trimester, Principals will request elementary teachers will report the visual and performing arts lessons/activities implemented within their classroom.	Trimester	Elementary Teachers
9.2.1	Visual and Performing Arts	Metric	Middle and Secondary School Principals will report to the Assistant Superintendent of Educational Services/designee a 2+% increase in the level of student participation, including all subgroups, in visual and performing arts. [Source Document: PowerSchool LCAP data]	May	Secondary School Principals
9.2.2	Visual and Performing Arts	Metric	Principals certify to the Assistant Superintendent of Educational Services that all 7-12 grade students have access to VAPA embedded in the master schedule.	August	Secondary School Principals



**Priority Area 10: Physical Education** | Students will develop the skills and knowledge to be physically fit and active, providing confidence and positive attitudes necessary to participate in physical activities.

Priority #10	Objective	Component	Task	Due Date	Assigned (Responsible)
10	Physical Education	Objective	Students will develop the skills and knowledge to be physically fit and active, providing confidence and positive attitudes necessary to participate in physical activities.		
10.1	Physical Education	Outcome	All students will be taught Physical Education utilizing the California State Standards.		
10.1.1	Physical Education	Metric	Principals will certify to the Assistant Superintendent of Educational Services that each Teacher that has taught Physical Education using the California State Standards, including teaching the required number of minutes.	June	Principal
10.2.1	Physical Education	Metric	Physical Education Teachers will certify to the Principal that each student in grades 5, 7, and 9 has participated in the Statewide FitnessGram Physical Fitness Test.	May	PE teachers 5th, 7th and 9th grades
10.2.2	Physical Education	Metric	Principals will certify and increase in the percentage of student passing the CA Fitness Exam	November	Principals

**Priority Area 11: Extracurricular Activities** | Students will develop a connectedness to their schools by participating in activities falling outside.

Priority #11	Objective	Component	Task	Due Date	Assigned (Responsible)
11	Extracurricular Activities	Objective	Students will develop a connectedness to their schools by participating in activities falling outside the realm of the normal school curriculum (e.g., athletic teams, clubs, and leadership involvement).		
11.1	Extracurricular Activities	Outcome	All 7-12 students will have access to extracurricular activities connecting students to their school and providing motivation for the students to succeed in school.		
11.1.1	Extracurricular Activities	Metric	In May, Principals will certify to the Assistant Superintendent of Educational Services/designee an increase in the participation rates of students in extracurricular activities, co-curricular activities, and clubs, with a minimum of at least a 5% increase in traditionally underserved populations.  *Benchmark year	May	Principals-secondary
11.1.1.1	Extracurricular Activities	SA&S	School Counselors will identify and report to the principal, activities director, and athletic director, students from traditionally underserved populations that could participate in additional extracurricular activities, co-curricular activities or clubs by October of each year.	October	Counselors
11.1.2	Extracurricular Activities	Metric	In May, the high school athletic director, activities director and/or principal will report to the Assistant Superintendent of Educational Services the results of a survey identifying student interest levels in regard to various extracurricular activities, co-curricular activities and clubs.	May	High school athletic director, activities director, and/or building principal

**Priority Area 12: Student Transitions** | Students will successfully move from one stage in the educational process to the next. Typical transition stages are Home to Preschool, Preschool to Transitional Kindergarten/ Kindergarten, Elementary School to Middle School, Middle School to High School, and High School to College and/or Careers.

Priority #12	Objective	Component	Task	Due Date	Assigned (Responsible)
12	Student Transitions	Objective	Students will successfully move from one stage in the educational process to the next. Typical transition stages are Home to Preschool, Preschool to Transitional Kindergarten/ Kindergarten, Elementary School to Middle School, Middle School to High School and High School to College and/or Careers.		
12.1	Student Transitions	Outcome	Students will successfully transition through each of the transitional educational stages: Home to Preschool, Preschool to Transitional Kindergarten/Kindergarten, Elementary School to Middle, Middle School to High School and High School to College and/or Careers.		
12.1.1	Student Transitions	Metric	In June, Principals shall report to the Superintendent that transition meetings, Open House or other enrollment opportunity events, and ongoing Home to School communication were implemented that ensured that families were engaged and aware of the transition taking place with their child's educational program.	June	Principals
12.1.2	Student Transitions	Metric	In July/August, the Assistant Superintendent of Educational Services and the Director of Student Services shall report to the Superintendent the level of implementation, satisfaction, effectiveness, and needs associated with smooth transitions students, as evidenced by presenting the annual parent and staff transition survey results.	July/August	Assistant Superintendent of Educational Services and the Director of Student Services
12.1.3	Student Transitions	Metric	By June 2023, Eureka City Schools will reduce the number of students dropping out of school by 10% as measured by school data.	June 2023	Director of Student Services
12.1.4	Student Transitions	Metric	By End of School Year, the High School Principal will report to the Assistant Superintendent of Educational Services the number of students who failed 2 or more	End of School Year	High School Principal

			classes freshman year and a plan to remediate those grades in order to reclaim on track graduation status.		
12.1.5	Student Transitions	Metric	By End of School Year, the Middle School Principals will report to the Assistant Superintendent of Educational Services the number of 6th grade grades who failed 2 or more classes and a plan to remediate those grades.	End of School Year	Middle School Principals
12.1.6	Student Transitions	Metric	By End of School Year, the Elementary School Principals will report to the Assistant Superintendent of Educational Services the number of Kindergarten students who are at risk on the Core Growth Kindergarten Assessment. <i>(Principals will indicate which students did not attend preschool in their report).</i>	End of School Year	Elementary School Principals

**Priority Area 13: Physical Health** | Students will develop overall good physical health which plays an important role in student growth and development (e.g., nutrition and diet, alcohol and drug abstinence, medical self-care, rest and sleep routines, and appropriate health screenings).



Priority #13	Objective	Component	Task	Due Date	Assigned (Responsible)
13	Physical Health	Objective	Students will develop overall good physical health which plays an important role in student growth and development (e.g., nutrition and diet, alcohol and drug abstinence, medical self-care, rest and sleep routines, and appropriate health screenings).		
13.1	Physical Health	Outcome	All students will be physically healthy and will be provided access to physical and nutritional resources.		
13.1.1	Physical Health	Metric	In May, the Director of Food Services will report to the Assistant Superintendent of Fiscal Services that all students have access to nutritional meals and information regarding healthy food options.	May	Director of Food Services
13.1.2	Physical Health	Metric	In June, the District Nurses will report to the Director of Student Services that: at least 75% of students have access to proper dental care and student's physical health needs are being appropriately addressed.	June	District Nurses
13.1.1.1	Physical Health	DA&S	In April, the Director of Food Services will certify to the Superintendent that all students have access to nutritionally balanced and sound meals based upon standards for the Program.	April	Director of Food Services
13.1.1.2	Physical Health	DA&S	In April, the Director of Food Services will certify to the Superintendent Child Nutrition Staff met or exceeded Federal, State and Local training requirements.	April	Director of Food Services
13.1.1.3	Physical Health	DA&S	At least one time a school year, District Nurses will partner with community-based dentists to ensure at least 90% of students will have access to proper dental care.	May	District Nurses
13.1.3	Physical Health	Metric	By End of School Year, Principals will report to the Director of Student Services that 70% of the 5th, 6th, 7th, 9th, and/or 11th grade students on their school site will have participated in the CA Healthy Kids Survey.	End of School Year	Principals

**Priority Area 14: Clean, Safe, Functional, Attractive Classrooms, Facilities, and Grounds** | Students and staff will learn in clean, safe, functional, and attractive classrooms, facilities, and grounds, maintained in good repair.

Priority #14	Objective	Component	Task	Due Date	Assigned (Responsible)
14	Clean, safe, functional, attractive classrooms, facilities, and grounds.	Objective	Students and staff will learn and work in clean, safe, functional, and attractive classrooms, facilities, and grounds that are maintained and in good repair.		
14.1	Clean, safe, functional, attractive classrooms, facilities and grounds.	Outcome	Provide functional, safe, clean, classrooms, facilities, and grounds supporting students and programs.		
14.1.1	Clean, safe, functional, attractive classrooms, facilities and grounds.	Metric	Develop a long range Master Facility Plan which addresses the facilities and grounds needs of the District .	October 2022 (bi-annual)	Assistant Superintendent of Business Services
14.1.1.1	Clean, safe, functional, attractive classrooms, facilities and grounds.	DA&S	Provide a bi-annual report to the Board on the update and/or creation of a long range Master Facility Plan, which addresses the facility and grounds needs of the District	October 2022 (bi-annual)	Assistant Superintendent of Business Services
14.1.1.2	Clean, safe, functional, attractive classrooms, facilities and grounds.	DA&S	By June, the Director of Maintenance, Facilities, and Operations will develop a master building paint schedule, by site, and by year, and deliver it to the Assistant Superintendent of Business Services/designee for approval.	June	Director of Maintenance, Facilities, and Operations
14.1.2	Clean, safe, functional, attractive classrooms,	Metric	On a scale of 1-10, all sites will receive a rating of “7” or better on the annual Building and Grounds site visits conducted by the Assistant Superintendent of Business Services/designee and Director of Maintenance, Facilities, and Operations.	June	Director of Maintenance, Facilities, and Operations

	facilities and grounds.				
14.1.2.1	Clean, safe, functional, attractive classrooms, facilities and grounds.	DA&S	Annually, the Assistant Superintendent of Business Services/designee and Director of Maintenance, Facilities, and Operations shall perform facilities, grounds, and custodial inspections for all sites and report the results to the Board and Superintendent.	Annual	Director of Maintenance, Facilities, and Operations
14.1.2.2	Clean, safe, functional, attractive classrooms, facilities and grounds.	DA&S	The Director of Maintenance, Facilities, and Operations will perform a follow up Building and Grounds site visit for all sites that receive a rating of less than "7".	Annual	Director of Maintenance, Facilities, and Operations
14.1.2.2.1	Clean, safe, functional, attractive classrooms, facilities and grounds.	SA&S	The District School Custodian/Trainer/Rover will be assigned to perform training with all sites that receive a rating of less than "7" on the annual Building and Grounds site visits.	Annual	Director of Maintenance, Facilities, and Operations
14.1.3	Clean, safe, functional, attractive classrooms, facilities and grounds.	Metric	All sites will receive a rating of Exemplary or Good on their annual Facility Inspection Tool (FIT) report. Sites that receive ratings of Fair or Unsatisfactory will show annual improvement in their rating.	December	Director of Maintenance, Facilities, and Operations
14.1.3.1	Clean, safe, functional, attractive classrooms, facilities and grounds.	DA&S	The Director of Maintenance, Facilities, and Operations will perform an annual review of sites utilizing the Facility Inspection Tool and report results to the Assistant Superintendent of Business Services/designee	December	Director of Maintenance, Facilities, and Operations
14.1.4	Clean, safe, functional, attractive classrooms, facilities and grounds.	Metric	Maintain a Routine Repair and Maintenance budget equivalent to at least 3% of the General Fund Expenditures, Transfers Out, and Uses	June	Assistant Superintendent of Business Services

14.1.4.1	Clean, safe, functional, attractive classrooms, facilities and grounds.	DA&S	In June of each year, the Assistant Superintendent of Business Services/designee will certify to the Board that 3% of the general fund has been budgeted for Routine Repair and Maintenance.	June	Assistant Superintendent of Business Services
14.1.5	Clean, safe, functional, attractive classrooms, facilities and grounds.	Metric	Utilizing the District's Staffing ratio tool, maintain full staffing in custodial, grounds, and maintenance.	September	Assistant Superintendent of Business Services
14.1.5.1	Clean, safe, functional, attractive classrooms, facilities and grounds.	DA&S	In October, the Assistant Superintendent of Business Services/designee will provide to the Superintendent a recommendation for approval of the staffing ratio of employees in custodial, grounds, and maintenance.	October	Assistant Superintendent of Business Services
14.1.5.2	Clean, safe, functional, attractive classrooms, facilities and grounds.	DA&S	In March, the Assistant Superintendent of Business Services/designee will provide a report to the Superintendent comparing the custodial, grounds, and maintenance staffing ratios with the District standards.	March	Assistant Superintendent Business Services
14.1.6	Clean, safe, functional, attractive classrooms, facilities and grounds.	Metric	Receive no validated Williams Act complaints	Quarterly	Assistant Superintendent of Educational Services
14.1.6.1	Clean, safe, functional, attractive classrooms, facilities and grounds.	DA&S	Quarterly report to the Board of Trustees	Quarterly	Assistant Superintendent of Educational Services

**Priority Area 15: Technology and Equipment** | The District will develop systems to maximize federal, state, and local resources to provide new and modernized technology and equipment to address the needs of the students and staff, in the most efficient and effective manner possible (e.g., new or modernized hardware, software, transportation vehicles, tractors, and copiers).

Priority #15	Objective	Component	Task	Due Date	Assigned (Responsible)
15	Technology and Equipment	Objective	The District will develop systems to maximize federal, state, and local resources to provide new and modernized technology and equipment to address the needs of the students and staff, in the most efficient and effective manner possible (e.g., new or modernized hardware, software, transportation vehicles, tractors, and copiers).		
15.1	Technology and Equipment	Outcome	All students and staff will be provided the appropriate up-to-date technology.		
15.1.1	Technology and Equipment	Metric	All classrooms will be outfitted with new and/or current District standardized technology and equipment.		
15.1.1.1	Technology and Equipment	DA&S	Develop a standard technology list for classrooms by grade level.	March	Director of Information Technology
15.1.2	Technology and Equipment	Metric	The Director of Information Technology reports annually to the Board of Trustees on the status of expiring hardware, software, and online services, including recommendations on purchasing necessary replacements.	March	Director of Information Technology
15.2	Technology and Equipment	Outcome	The District will maintain a 1:1 student to device ratio	September	Director of Information Technology

15.2.1	Technology and Equipment	Metric	The District will reserve a sufficient amount annually for the replacement of expiring student Chromebooks and staff devices to maintain a 1:1 student to device ratio	Annual	Assistant Superintendent of Business Services
15.2.1.1	Technology and Equipment	DA&S	The Director of Information Technology reports annually to the Board of Trustees on the District's utilization of E-rate and other technology grant opportunities..	March	Director of Information Technology
15.2.1.2	Technology and Equipment	DA&S	The Assistant Superintendent of Business Services reports annually to the Board of trustees on the status of technology replacement reserves.	June	Assistant Superintendent of Business Services
15.3	Technology and Equipment	Outcome	Staff will utilize serviceable buses, maintenance and grounds vehicles, tractors, and other related equipment in the performance of their duties and responsibilities.		Assistant Superintendent of Business Services
15.3.1	Technology and Equipment	Metric	The Director of Transportation and Risk Management certifies annually to the Board of Trustees on the condition of transportation and fleet vehicles, recommending replacements as appropriate.	April	Director of Transportation and Risk Management
15.3.2	Technology and Equipment	Metric	The Assistant Superintendent of Business Services reports annually to the Board of Trustees on the status of equipment replacement reserves.	June	Assistant Superintendent of Business Services
15.3.3	Technology and Equipment	Metric	The Assistant Superintendent of Business Services reports annually to the Board of Trustees on the condition of District vehicles and equipment, and recommends replacements as appropriate.	June	Assistant Superintendent of Business Services



**Priority Area 16: Alternative and Optional Programs** | Students will be provided options and access to programs beyond the core comprehensive school offerings, which are designed to offer alternatives to students and families (e.g., preschool, adult education, summer school, and before/after school programs).

Priority #16	Objective	Component	Task	Due Date	Assigned (Responsible)
16	Alternative and Optional Programs	Objective	Students will be provided options and access to programs beyond the core comprehensive school offerings, which are designed to offer alternatives to students and families (e.g., preschool, adult education, summer school, and before/after school programs).		Assistant Superintendent of Educational Services w/ Principal of Zoe Barnum
16.1	Alternative and Optional Programs	Outcome	Students will be provided with alternative and optional services that support their educational development.		
16.1.1	Alternative and Optional Programs	Metric	The Assistant Superintendent of Educational Services will certify to the Superintendent and will provide a report to the Board on the alternative educational programs provided to the students and parents of the District. The focus will be on the demographics of the students who are accessing alternative programs and the financial status of each program.	March	Assistant Superintendent of Educational Services
16.1.1.1	Alternative and Optional Programs	DA&S	The Assistant Superintendent of Educational Services/designee will provide a report to the Superintendent on current alternative programs and a recommendation on improvements (e.g. Summer School, Afterschool, Child Care, Preschool, Adult Education, etc.)	January	Assistant Superintendent of Educational Services/designee
16.1.1.2	Alternative and Optional Programs	DA&S	The Assistant Superintendent of Educational Services/designee will present to the Superintendent an annual report certifying that the charter schools are meeting their contract obligations and district standards.	January	Assistant Superintendent of Educational Services/designee
16.2.1	Alternative and Optional Programs	Outcome	Students will be provided access to the After-School Education and Safety (ASES) programs at the elementary and middle schools.		

16.2.1	Alternative and Optional Programs	Metric	By December, the Assistant Superintendent of Educational Services and/or designee will certify to the Superintendent that all students who would like to attend the ASES program have the opportunity to attend.	December	Assistant Superintendent of Educational Services/designee
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**Priority Area 17: Community Outreach** | The District and school sites will develop community outreach and involvement strategies to support identified priorities (e.g., governmental partnerships, grant development, political action committees, District educational foundations, and community-sponsored clubs and activities).

Priority #17	Objective	Component	Task	Due Date	Assigned (Responsible)
17	Community Outreach	Objective	The District and school sites will develop community outreach and involvement strategies to support identified priorities (e.g., governmental partnerships, grant development, political action committees, District educational foundations, and community-sponsored clubs and activities).		
17.1	Community Outreach	Outcome	Outreach to community-based organizations, with the intent to increase educational and enrichment opportunities for all students.	December	Principals
17.1.1	Community Outreach	Metric	By April, Principals will report to the Executive Director of Personnel Services and Public Affairs the community partners supporting school sites (e.g., Sequoia Zoo, Humboldt Bay Coast Guard, student internships with Big Picture Learning.) [Source Document: Internal Document]	April	Principals
17.2	Community Outreach	Outcome	The community will be viewed as valued and a partner in the education of the students.		
17.2.1	Community Outreach	Metric	In May, the Superintendent will report to the Board that the community organizations feel valued as District partners based on the results of a baseline 5-point Likert Scale. [Source Document: Likert Scale Summary Report]	May	Superintendent
17.3	Community Outreach	Outcome	Ensure access to alternative funding sources to support the District's activities.		
17.3.1	Community Outreach	Metric	In September, the Assistant Superintendent of Business Services will provide a report to the Board with local grants and revenues comprising a minimum 5% of total General Fund revenues.	September	Assistant Superintendent of Business Services

**Priority Area 18: Student Decision Making** | Students will develop decision making skills resulting in safe, respectful, and responsible actions (e.g., setting goals, gathering information, and assessing/selecting the best choice for a desired outcome).

Priority #18	Objective	Component	Task	Due Date	Assigned (Responsible)
18	Student Decision Making	Objective	Students will develop decision making skills resulting in safe, respectful, and responsible actions (e.g., setting goals, gathering information, and assessing/selecting the best choice for a desired outcome).		
18.1	Student Decision Making	Outcome	Students will engage in positive decision making and behavior utilizing the District's positive behavioral supports.		
18.1.1	Student Decision Making	Metric	Attendance will be maintained at 95% across the TK-12th grade comprehensive sites and 85% at the alternative school. [Source Document: PowerSchool attendance reports]	Trimester/ Semester	Principals
18.1.2	Student Decision Making	Metric	Every trimester/semester, Principals will report to the Director of Student Services a 5% reduction in suspensions. [Source Document: PowerSchool reports and California Dashboard]	Trimester/ Semester	Principals
18.1.3	Student Decision Making	Metric	Every trimester/semester, Principals will review suspension data to review for disproportionality across subgroups.	Trimester/ Semester	Principals

**Priority Area 19: New and Modernized Facilities** | The District will develop strategies to maximize state and local resources to provide new and modernized facilities and improve the appearance and condition of the present facilities.



Priority #19	Objective	Component	Task	Due Date	Assigned (Responsible)
<b>19</b>	<b>New and Modernized Facilities</b>	<b>Objective</b>	<b>The District will develop strategies to maximize state and local resources to provide new and modernized facilities and improve the appearance and condition of the present facilities.</b>		
19.1	New and Modernized Facilities	Outcome	The District shall provide quality and modern facilities to serve the students and staff.		
19.1.1	New and Modernized Facilities	Metric	New construction and modernization project budgets and timelines for completion will be met.	May	Assistant Superintendent of Business Services
19.1.1.1	New and Modernized Facilities	DA&S	Develop a long range Master Facility Plan which addresses the facility needs of the District.	October 2022 (Bi-annual)	Assistant Superintendent of Business Services
19.1.1.2	New and Modernized Facilities	DA&S	Identify potential funding sources for new and modernized facilities.	April	Assistant Superintendent of Business Services
19.1.1.3	New and Modernized Facilities	DA&S	Provide a report to the Board that provides potential funding sources for new and modernized facilities, which shall minimally provide funding opportunities provided by the Federal and State government, local construction bonds, certificates of participation, hardship funding, parcel taxes, grant opportunities and through District reserves, etc.	April	Assistant Superintendent of Business Services
19.1.1.4	New and Modernized Facilities	DA&S	Provide a report that updates modernization eligibility for all sites.	April	Assistant Superintendent of Business Services
19.2	New and Modernized Facilities	Outcome	Develop adequate facilities to house the additional students due to Universal TK expansion	April	Assistant Superintendent Business Services

19.2.1	New and Modernized Facilities	Metric	Identify, develop, and report to the Board funding sources for the appropriate facilities to implement the Universal TK expansion	Apri	Assistant Superintendent of Business Services
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## AGENDA ITEM

Agenda Title: Approval of Low Bid for the EHS Science Building Project

Meeting Date: October 6, 2022

Item: Discussion/Action

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to accept and approve the low bid from Adams Commercial General Contracting, Inc. (ACGC) for the EHS Science Building project.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The project is part of the Measure S bond for Eureka City Schools.

Pursuant to Public Contract Code section 20111, the Eureka City School District Governing Board is required to award the contract for the Eureka High School Science Building Project to the lowest responsive, responsible bidder.

### **STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 19: New and Modernized Facilities

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Measure S was passed in November, 2014.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

The low bid from ACGC is \$9,979,680.

Base Bid A: \$7,581,438

Base Bid B: \$2,181,476

Base Bid A.1: \$93,976

Base Bid B.1: \$122,790

TOTAL: \$9,979,680

**WHO** *(list the name of the contact person(s), job title, and site location)*

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▯ Bidders Sheet

**PROJECT:** Alterations to Science Building C at Eureka High School  
**EUREKA CITY SCHOOLS DISTRICT**  
PROJECT NO. EC21.01.40

BID DATE AND TIME: September 22, 2022 at 2:00 p.m.

GENERAL CONTRACTORS	ADDENDUM 1	ADDENDUM 2	TOTAL BASE BID (Base Bid A + Base Bid B)	BASE BID A	BASE BID B	BASE BID A - ALTERNATE PRICE A.1 REPLACE ELECTRICAL PANELS	BASE BID A - ALTERNATE PRICE A.2 PER L.F. TO REPLACE 4" SEWER LINE IN COURTYARD	BASE BID A - ALTERNATE PRICE A.3 COST PER S.F. TO REMOVE AND REPLACE CONCRETE FLATWORK	BID BOND	SUB LIST	Bidders Questionnaire
Adams Construction G.C., Inc.	X	X	\$9,762,914	\$7,581,438	\$2,181,476	\$93,976	\$582	\$142	X	X	X
Pierson-Company			No bid received								
S+B James-Construction			No bid received								
Sequoia-Construction-Specialties			No bid received								
GENERAL CONTRACTORS			BASE BID B - ALTERNATE PRICE B.1 TO REPLACE GLASS BLOCK IN BUILDING F - LECTURE HALL	BASE BID B - ALTERNATE PRICE B.2 COST PER L.F TO REPAIR CRACKS IN CONCRETE SLAB	BASE BID B - ALTERNATE PRICE B.3 COST PER L.F. TO REPAIR EXP. JOINTS IN CONCRETE SLAB	BASE BID B - ALTERNATE PRICE B.4 PER TO LOWER SEWER CLEAN OUTS.	BASE BID B - ALTERNATE PRICE B.5 COST PER TO LOWER ELECTL. FLOOR BOX	BASE BID B - ALTERNATE PRICE B.6 COST PER TO REMOVE WOOD DEBRIS /PATCH CONC. FLOOR.			
Adams Construction G.C., Inc.			\$122,790	\$16.20	\$16.20	\$617	\$2,120	\$480			
Pierson-Company											
S+B James-Construction											
Sequoia-Construction-Specialties											

Highlighted Areas = Total Bid

## AGENDA ITEM

Agenda Title: Approval of Additive Alternates for the EHS Science Building Project  
Meeting Date: October 6, 2022  
Item: Discussion/Action

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to approve the additive alternates for the EHS Science Building Project.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The unit costs from additive alternates A.2, A.3, B.2, B.3, B.4, B.5, and B.6 could be applied to any of these unforeseen specific conditions that might arise during construction.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 19: New and Modernized Facilities

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Measure S was passed in November, 2014.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

A.2: \$582/square foot

A.3: \$142/square foot

B.2: \$16.20/linear foot

B.3: \$16.20/linear foot

B.4: \$617 each

B.5: \$2,120 each

B.6: \$480/square foot

**WHO** *(list the name of the contact person(s), job title, and site location)*

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▣ Additive Alternates Bid Sheet

**PROJECT:** Alterations to Science Building C at Eureka High School  
**EUREKA CITY SCHOOLS DISTRICT**  
PROJECT NO. EC21.01.40

BID DATE AND TIME: September 22, 2022 at 2:00 p.m.

GENERAL CONTRACTORS	ADDENDUM 1	ADDENDUM 2	TOTAL BASE BID (Base Bid A + Base Bid B)	BASE BID A	BASE BID B	BASE BID A - ALTERNATE PRICE A.1 REPLACE ELECTRICAL PANELS	BASE BID A - ALTERNATE PRICE A.2 PER L.F. TO REPLACE 4" SEWER LINE IN COURTYARD	BASE BID A - ALTERNATE PRICE A.3 COST PER S.F. TO REMOVE AND REPLACE CONCRETE FLATWORK	BID BOND	SUB LIST	Bidders Questionnaire
Adams Construction G.C., Inc.	X	X	\$9,762,914	\$7,581,438	\$2,181,476	\$93,976	\$582	\$142	X	X	X
Pierson-Company			No bid received								
S+B James-Construction			No bid received								
Sequoia-Construction-Specialties			No bid received								
GENERAL CONTRACTORS			BASE BID B - ALTERNATE PRICE B.1 TO REPLACE GLASS BLOCK IN BUILDING F - LECTURE HALL	BASE BID B - ALTERNATE PRICE B.2 COST PER L.F TO REPAIR CRACKS IN CONCRETE SLAB	BASE BID B - ALTERNATE PRICE B.3 COST PER L.F. TO REPAIR EXP. JOINTS IN CONCRETE SLAB	BASE BID B - ALTERNATE PRICE B.4 PER TO LOWER SEWER CLEAN OUTS.	BASE BID B - ALTERNATE PRICE B.5 COST PER. TO LOWER ELECT'L. FLOOR BOX	BASE BID B - ALTERNATE PRICE B.6 PER TO REMOVE WOOD DEBRIS /PATCH CONC. FLOOR.			
Adams Construction G.C., Inc.			\$122,790	\$16.20	\$16.20	\$617	\$2,120	\$480			
Pierson-Company											
S+B James-Construction											
Sequoia-Construction-Specialties											

Highlighted Areas = Additive Alternates that are not included in the Total Bid



## AGENDA ITEM

Agenda Title: Oral Recommendation Regarding Salary and/or Fringe Benefits and Consideration of Ratification of Superintendent's Employment Agreement

Meeting Date: October 6, 2022

Item: Discussion/Action

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked consider an oral recommendation regarding salary and/or fringe benefits and consideration of ratification of the Superintendent's Employment Agreement.

*Note: The contract will be walked into the Board meeting, as it requires review and discussion by the Board in Closed Session.*

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

The Superintendent's current contract expires in June 2024.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 7: Human Resources

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

February 6, 2020 - Board Approval of current Superintendent Contract with Fred Van Vleck, Ed.D.

September 15, 2022 - Superintendent Van Vleck received a distinguished evaluation from the Board.

September 15, 2022 - Board President Ollivier and Trustee Duncan were appointed by the Board to meet with legal counsel and Superintendent Van Vleck regarding a new contract.

October 6, 2022 - Board President Ollivier and Trustee Duncan provided

recommendations to the remaining Board members for renewal of the Superintendent's Contract.

**HOW MUCH***(list the revenue amount \$ and/or the expense amount \$)*

To be determined upon action.

**WHO***(list the name of the contact person(s), job title, and site location)*

Lisa Ollivier, Board President

Mike Duncan, Trustee

**ATTACHMENTS:**

Description

- ▣ Supt's Contract - Bd Approved 10.06.22

**EMPLOYMENT AGREEMENT  
BETWEEN  
EUREKA CITY SCHOOLS AND FRED VAN VLECK, Ed.D.**

This Agreement is made this 6<sup>th</sup> day of October, 2022, by and between the Governing Board of Eureka City Schools, a Unified School District ("Board", "Governing Board", or District") and Fred Van Vleck, Ed.D. ("Superintendent"), hereinafter together referred to as "the Parties." The Parties, for the consideration specified in this Agreement, agree as follows:

**I. TERM**

The Governing Board hereby employs Superintendent for a term of four years, commencing July 1, 2023 and terminating on June 30, 2027, subject to the terms and conditions set forth in this Agreement. The District and Superintendent agree the existing employment agreement entered into on February 6, 2020 between the Parties hereto is cancelled and terminated effective as of midnight June 30, 2023.

**II. SUPERINTENDENT AND BOARD RESPONSIBILITIES**

- A. Superintendent shall serve as Chief Executive Officer and Secretary of the Governing Board pursuant to Education Code section 35031. The Superintendent shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code section 35035. The Superintendent shall perform the duties of District Superintendent as prescribed by the current federal and California laws and regulations, Board Policy, and District Regulations, and shall carry out the directions and policies of the Governing Board.
- B. Superintendent shall have all the powers and duties delegated to Superintendent by the Board and shall execute all powers and duties in accordance with Board policies and District regulations, and federal and California laws and regulations, including the rules and regulations of the State Board of Education.
- C. Superintendent shall be responsible for organizing, reorganizing, and arranging the staff of the District and making recommendations to the Board regarding all personnel matters, including selection, assignment and transfer, and dismissal of employees.
- D. The Board, individually and collectively, will promptly refer all criticisms, complaints and suggestions brought to the Board's attention to the Superintendent for appropriate consideration and/or action.
- E. The Board and Superintendent shall annually discuss Superintendent-Board relationships. The Parties shall meet to establish District goals and objectives for the ensuing school year. As provided for in Section X of this Agreement, the Board shall annually review the performance of the Superintendent as it relates to the goals



mutually determined by the Superintendent and the Board.

### III. SALARY

- A. Annual Salary. The annual salary shall be payable in twelve (12) equal monthly payments. When only a portion of any year or month is served, the Superintendent's salary shall be prorated to reflect such service. For each year of this Agreement, commencing with the 2023-2024 school year, the annual salary shall be adjusted as follows, based on a 2022-23 salary of \$232,201 :
1. The annual salary of the Superintendent shall be increased pursuant to the following two factors:
    - a. Factor 1: The current year's funded Cost of Living Adjustment (COLA) approved by the State of California in its annual Public Education budget, retroactive to July 1 of the current year, shall be applied to Superintendent's prior year salary. This adjustment shall be made by operation of contract and confirming correspondence between the Superintendent and the Board President typically no later than September 30 of each year.
    - b. Factor 2: Subsequent to any COLA adjustment, as referenced above, the Superintendent's salary shall be compared to the median (middle) of the salaries of superintendents in unified school districts within California, having an Average Daily Attendance (ADA) between 2,500-5,500 students. The Parties agree that the median salaries of superintendents shall be established, based upon the J-90 comparison report of superintendents' salaries for the previous year, as reported by School Services of California in November/December of the current year. Based on that comparison, the Superintendent's salary shall be further adjusted upwards if it is below the median point to be at the median point except as provided below in subsection III.A.3 below.
    - c. Should the factors in Sections III.A.1.a and b. above, either individually or collectively result in an increase that exceeds the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations, the increase in excess of this amount shall not take effect until action is taken by a majority of the Board to increase the salary in a public session at a regularly scheduled meeting of the Governing Board, in accordance with the Brown Act.
  2. The Governing Board reserves the right to increase the Superintendent's salary, with mutual consent of the Superintendent and ratification by the Governing Board. It is further provided, however, that by so doing, it shall

not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended. Any increase shall be subject to the conditions set forth in Section III.A.1.c above.

3. In no case shall the application of the above-mentioned factors in Section III.A.1 result in a reduction of the Superintendent's salary from that which he received in the previous year.
4. The above salary terms take into consideration the concept of "step and column" salary increases and the commitment of the Board to maintain competitive salaries.

#### **IV. HEALTH, WELFARE AND LEAVE BENEFITS**

- A. Management Employee's Health and Welfare Benefits. Superintendent shall receive all health and welfare benefits of employment enjoyed by other certificated administrators /management employees of the District.
- B. Sick Leave. Superintendent shall be entitled to twelve (12) working days of sick leave each contract year which may be accumulated from year to year in accordance with relevant statutes set forth in the California Education Code.

#### **V. DUTY STATUS**

- A. Regular Service. Superintendent shall be required to render 212 days (which shall not include vacation days and holidays) of full and regular service to the District during each annual period covered by this Agreement.

Notwithstanding the foregoing, Superintendent shall be on call to perform his duties 24 hours a day, seven days a week. Superintendent acknowledges that as a 24/7 employee, District affairs may call upon him to devote other than work days as the Chief Executive Officer of the District. Accordingly, the Superintendent's compensation takes into account his status as a 24/7 employee.

- B. Independent Contractor Activities. Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, with or without compensation, provided such activities do not interfere with or conflict with the Superintendent's performance of his duties under this Agreement. All such service or engagements shall occur on Superintendent's own time and shall not conflict with any duties or obligations to Eureka City Schools. Superintendent acknowledges that the demands upon the Superintendent's time may limit such outside employment. On all outside employment or activities, Superintendent shall be an independent contractor and not an employee of the District. Nothing herein shall prevent the Superintendent from identifying himself as the Superintendent of Eureka City Schools.



- C. Annual Vacation. Superintendent shall be entitled to thirty (30) days of annual vacation with pay, exclusive of holidays defined in Education Code sections 37220 and 37222. Vacation for each school year is accrued upon commencement of services for that school year.

As recognized under California law, vacation is a form of compensation and cannot be lost if vacation is not taken although the amount of vacation accrued may be limited. The total number of available/accrued vacation days may not exceed forty (40) days during the term of this Agreement. In recognition that the Superintendent may not, due to the needs of the District, take vacation on a regular basis, and taking into account the budgetary constraints of the District, the Superintendent may elect to be paid compensation equal to a maximum of ten (10) days of unused vacation in any fiscal year or carry over a maximum of ten (10) days, provided that such carry over shall not exceed the forty (40) days accrual maximum. Such payment shall be computed according to the daily rate of salary in effect on the date of the Superintendent's election to exercise this right. The daily rate shall be computed as set forth below. The District Board does, however, reserve the right to direct the Superintendent to use unused accrued vacation during the course of the year or in advance of retirement or termination.

In the event of retirement from the District, or termination of this Agreement, Superintendent shall be entitled to compensation for all unused vacation days at the current salary rate. The salary rate shall be calculated as the annual salary plus the Doctoral Stipend described in Section VIII.C below, divided by two hundred twelve (212).

## **VI. TRAVEL AND REIMBURSEMENT**

- A. Vehicle Allowance. Superintendent shall be on call to perform his duties twenty-four (24) hours a day and is expected to have a vehicle available at all times to perform his duties including attendance at necessary evening and weekend meetings. Accordingly, District shall pay Superintendent Six Hundred Dollars (\$600) per month to assist in defraying the cost to insure, maintain and pay all operating costs and expenses of his automobile. Any expenses in excess of this amount shall be the responsibility of the Superintendent.
- B. Expense Reimbursement. District shall reimburse the Superintendent for reasonable, actual and necessary expenses (e.g. meals, registration fees, travel and for mileage reimbursement outside Humboldt County) for attendance at meetings and workshops, school related activities, and other functions which directly contribute to the addressing of the District's mission and goals.
1. Data/Cell Phone. With the understanding the Superintendent is expected to be available 24/7 by email and phone, the District shall provide a monthly payment of One Hundred Twenty Dollars (\$120) to help offset such expenses.



2. Computer. Understanding that much of the work of a Superintendent is after normal office hours, the District shall provide a monthly payment of Two Hundred Dollars (\$200) to help offset such expenses.
3. The Superintendent shall have access to and receive reimbursement from a Community Outreach/Good Will fund established by the Board on an annual school year basis. The amount shall be Four Thousand Dollars (\$4,000) per year. From this fund, the Superintendent shall be directly reimbursed for community service activities such as participation in local organizations, purchase of meals, participation in local events, fundraisers, and providing staff recognition and communication in the form of flowers or other means as he deems appropriate. The Superintendent shall provide an annual accounting to the Board of his use of this fund.

## **VII. PROFESSIONAL GROWTH TRAINING AND RECRUITMENT ACTIVITIES**

The Parties agree that the leadership of the Superintendent is necessary to meet the educational goals of the District, which will require continuing professional growth of the Superintendent and the Superintendent's time devoted to recruitment and training. Accordingly, the District agrees to pay the following costs:

- A. Membership and Dues. The District shall pay the annual dues for Superintendent in three (3) professional organizations selected by the Superintendent. The District shall pay the fees associated with receiving the professional development support of an executive coach, which may be approved by the Governing Board in the annual budget.
- B. Recruitment and Training. In order to maintain and improve upon the educational goals established by the District, Superintendent may from time to time be called upon to recruit certificated and other staff and to attend training sessions which may or may not include other staff. The Superintendent, in accordance with Board Policy, shall be reimbursed, or advanced costs as the case may be, in accordance with Board Policy procedures. Costs shall be reasonably incurred in connection with such activities.

## **VIII. SUPERINTENDENT RETENTION INCENTIVE**

The Parties agree that continuity in leadership, stability in administration, and a clear vision for the District are each paramount to the effective education of students in the District. The Parties further recognize that the direct costs of searching for a new superintendent and indirect costs in lack of continuity and stability justify employment incentives for the Superintendent. Accordingly, the Parties agree as follows:

- A. Tax Sheltered Annuity Contribution. The District agrees to pay \$300 on a monthly basis, to a tax-sheltered annuity of the Superintendent's choice.



- B. Term Life Insurance. At the Superintendent's request, District agrees to provide a benefit in an amount not to exceed One Hundred Dollars (\$100) monthly to enable the Superintendent to purchase a term life insurance policy wherein the Superintendent shall designate the District as a Twenty-five Thousand Dollars (\$25,000) beneficiary. The funds provided to the District will be applied to the costs associated with recruiting a new superintendent.
- C. Doctoral Stipend. In recognition of an earned applicable doctorate, a six percent (.06) factor shall be applied to the base salary.

## **IX. MEDICAL EXAMS**

Upon request of the Governing Board, and if permitted by law, a written notification of good health regarding the Superintendent's physical ability to perform his duties shall be sent by the Superintendent's physician to the President of the Governing Board. Superintendent shall consent to the disclosure of information consistent with this paragraph, and agrees to execute all necessary releases of information relative and necessary to perform the duties of his office. The District shall pay for the all costs related to the comprehensive physical examination and any services performed pursuant to this section that may be incurred by Superintendent and that are not covered by the District-provided health coverage plan.

## **X. EVALUATION**

- A. The Board will provide a formal evaluation of the Superintendent's performance at least once annually, no later than November 1st of each year. Such evaluation shall be for the prior 12-months. The Superintendent shall provide written notice to the Board each year regarding the formal evaluation process and its timeline. The Governing Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Governing Board. The Superintendent will be responsible for calendaring these evaluation sessions with the Board.
- B. The Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for the annual evaluation. Such goals and objectives shall be established no later than the end of March for the calendar year. Evaluation criteria shall be provided by the Board and shall be directly related to the Board-adopted superintendent's job description, the position's general scope of responsibilities, and any professional growth needs identified by the Board. The Superintendent shall provide a report to the Board regarding his progress on meeting established goals by the end of June and a final report in October.
- C. The Board President or his/her appointee shall have the responsibility of



summarizing the Board's evaluation in writing and providing a copy thereof to the Superintendent. A second copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent may provide written comments regarding the evaluation and if so, they shall be filed with the evaluation in a sealed envelope in the Superintendent's personnel file and marked "Confidential: To be Opened by Authorized Personnel Only."

- D. The failure to provide the Superintendent an annual evaluation prior to November 1st of each year shall thereby deem the performance of the Superintendent as satisfactory. Failure by the Governing Board to participate or to comply with the evaluation process shall not be a material breach of this Agreement. The failure of the Superintendent to provide the above-described progress reports in September and/or in December shall relieve the Board of its obligation to do an annual evaluation and there shall be no conclusion deemed from such as to the performance of the Superintendent.
- E. In the event the Governing Board determines the performance of the Superintendent to be satisfactory, the Governing Board shall so state in writing. An evaluation shall be deemed to be "satisfactory" if a majority of Governing Board members approve the satisfactory performance.
- F. If areas of concern are noted by the Governing Board in the evaluation, and in the event the Governing Board determines the performance of the Superintendent is less than satisfactory, the Governing Board shall describe, in writing, the unsatisfactory performance, including specific instances where appropriate. A proposed plan for improvement shall be provided to the Superintendent with the completed formal annual evaluation document.
- G. The Governing Board shall meet and consult with the Superintendent regarding the proposed plan prior to finalizing it.
- H. In addition to the formal annual evaluation process, the Board may evaluate and discuss the performance of the Superintendent at any time during the term of this Agreement. If, as part of such an evaluation, the Board determines that the Superintendent's performance is less than satisfactory, it shall comply with Subsections C and F of this Section.
- I. Any evaluation by the Board of the Superintendent's performance shall be conducted in closed session in accordance with the Brown Act.

## **XI. TERMINATION OF EMPLOYMENT CONTRACT**

- A. Credential. This Agreement may be terminated for Superintendent's failure to maintain a valid California Administrative Credential.
- B. Mutual Agreement. This Agreement may be terminated by mutual consent of the



Parties hereto, provided, however, that the party seeking termination shall provide no less than sixty (60) days' written notice to the other party.

- C. Disability or Incapacity. If the Superintendent is unable to perform the essential functions of his position, with reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent. To assist the Board in making such a determination, the Board shall have the right to consult with medical healthcare professionals in assessing the disability of the Superintendent. The Superintendent agrees to fully cooperate and to execute medical waivers as necessary to facilitate the assessment process including undergoing such examinations as may be necessary to determine such disability or incapacity.
- D. Retirement or Death of Superintendent. This Agreement is automatically terminated upon the retirement or death of the Superintendent.
- E. Termination for Cause. The Superintendent may be terminated by the Board at any time for cause. The term "for cause" shall be limited to mean immoral conduct, theft, fraud, embezzlement, or other conduct constituting moral turpitude; breach of contract; any ground enumerated in the Education Code; or the Superintendent's failure to perform his responsibilities as set forth in this Agreement. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board at which time the Superintendent, and his representative, if one is selected by the Superintendent, shall be given a reasonable opportunity to address the Board regarding the proposed cause for termination. This conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.

In the event Superintendent's employment is terminated for cause, no further payment shall be made to Superintendent under this Agreement which shall be deemed terminated.

- F. Early Termination.
  - 1. The Board may, at any time and without cause or a hearing, terminate this Agreement. In consideration for exercise of this right, the District shall pay to Superintendent for the remainder of the unexpired term of this Agreement, or twelve (12) months, whichever is less, a sum equal to the salary in effect at the time of such exercise. The Superintendent may elect to take the lump sum payment or monthly installments, which election shall be made in writing within ten (10) business days of such termination. Otherwise, the payment shall be a lump sum payment. The term "salary" shall mean a salary as defined in Section III. The District makes no representation as to the application of STRS service credit and/or creditable compensation related to payment under this section.



2. In addition to Section XI.F.1, and pursuant and subject to Government Code section 53261 in effect at the time of this Agreement, District agrees to provide a non-cash health benefit, equal to the benefit given to certificated management employees at the time, which shall be continued for the same duration of time as payment is made under Section XI.F.1 or until the Superintendent finds other employment which provides health benefits, whichever occurs first. If the Superintendent elects a lump sum payment, no such health benefits shall be provided except as otherwise may be required under state or federal law independent of this Agreement and Government Code section 53261.
  3. The Parties agree that damages to the Superintendent which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. The Parties agree that this provision is intended to meet the requirements governing cash settlements as set forth in Government Code section 53260 et seq.
  4. Superintendent may, at his option, unilaterally terminate this Agreement by giving sixty (60) days' written notice that he will not fulfill the obligations of this Agreement and that he wishes to be relieved of this Agreement for the remainder of the period of the Agreement.
- G. Nonrenewal. The Governing Board may elect not to renew this Agreement for any reason and shall provide Superintendent with written notice of this fact no later than forty-five (45) days prior to the expiration of this Agreement, in accordance with Education Code section 35031. Superintendent shall inform the Governing Board of this notice requirement, in writing, no later than March 1, 2027. Superintendent agrees that failure to provide the Governing Board with such written notice shall conclusively constitute a material breach of this Agreement. Notwithstanding any contrary term contained in this Agreement, the Governing Board may, upon majority vote, immediately terminate this Agreement based on Superintendent's failure to provide the written notification and Superintendent shall not be entitled to any further payment or benefits under this Agreement.
- H. District Rights. Upon termination of this Agreement for any reason other than Section XI.E (Termination for Cause), the Superintendent may elect at his discretion to retire from the District through the State Teacher's Retirement System ("STRS") and the District shall provide health benefit coverage at the



level and on the same conditions and terms as is made available to then current management employees, if he meets the qualifications then in effect. The Superintendent, by way of signature on this Agreement, understands and agrees that in consideration for the provisions of Section III.F.1 above that provides for a possible 12 months of severance pay, he shall have no option to be reassigned to any other position in the District and all employment rights shall terminate by Board Action on Section III.F.1 above.

- I. Seeking Other Employment. Should the Superintendent seek other employment during the term of this Agreement, or any extension thereof, Superintendent shall notify the Board of his intentions to seek other employment no later than the date an appointment for an oral interview is set. Failure to provide the Board with such notice shall constitute a material breach of this Agreement. If at any time the Superintendent fails to perform his duties and obligations to District to the satisfaction of the majority of the Board during Superintendent's search for other employment, such failure shall constitute a material breach of this Agreement, and the Board may, upon majority vote, exercise any remedy provided for by law including, but not limited to, modification or termination for cause of this Agreement. In consideration for this Agreement, Superintendent hereby agrees to withdraw any pending written applications or appointments for oral interviews and shall not consider any other employment considered or entertained prior to the time of execution of this Agreement.
- J. Required Provisions. This Agreement is subject to the provisions of Government Code sections 53243-53243.4 and 53260(b). If this Agreement is terminated, Superintendent shall reimburse District in full for any cash settlement related to the termination if the Superintendent is convicted of a crime involving an abuse of his office or position. If the Superintendent is placed on paid leave pending an investigation and is convicted of a crime involving an abuse of his office or position, the Superintendent shall fully reimburse the District for any salary and health and welfare benefits paid to or for him during the leave period. If the District provides funds for the legal criminal defense of the Superintendent and the Superintendent is convicted of a crime involving an abuse of his office or position, the Superintendent shall fully reimburse the District for all funds paid for the Superintendent's criminal defense. For purposes of this paragraph, "abuse of office or position" is as defined in Government Code Section 53243.4. If Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board shall immediately terminate the Superintendent upon written notice (to be subsequently confirmed by independent audit), and if so confirmed then the Superintendent shall not be entitled to any compensation of any nature.

## **XII. GENERAL PROVISIONS**

- A. Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of




California. This Agreement is subject to all applicable federal and state laws and regulations and to the lawful policies, rules and regulations of the District. Those laws, rules, and regulations are hereby made a part of the terms and conditions of this Agreement as though fully set forth in it. Notwithstanding, and to the extent the law will permit, the specific provisions of this Agreement shall prevail over any and all other laws, policies, rules, and regulations. Venue shall be in the Superior Court of the State of California in and for the County of Humboldt, and no other place.

- B. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. It supersedes and replaces any prior agreement between the Parties. Furthermore, there are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- C. Amendment. This Agreement may be amended at any time during the term of the Agreement. However, such amendment shall be in writing and is only effective with the mutual consent of the Superintendent and ratification by the Governing Board.
- D. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- E. Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.
- F. Delivery of Notices. All notices permitted or required under this Agreement may be given personally or by U.S. Certified Mail addressed to Superintendent at the current address on file with personnel. Such notices shall be deemed received when personally delivered or when mail certification is signed.
- G. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
- H. Attorney's Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the parties shall be responsible for their own attorney's fees and costs regardless of the outcome of the action or proceeding.

Dated: 10-6-22

  
Lisa Ollivier, President, Governing Board

Dated: 10-06-22

  
Fred Van Vleck, Ed.D.

Ratified this 6<sup>th</sup> day of October, 2022, in Eureka, California, by the following vote:

AYES: 5  
NOES: 0  
ABSTAIN: 0  
ABSENT: 0

  
Clerk, Governing Board

## AGENDA ITEM

Agenda Title: Preliminary Pupil Summary Results for the 2021-22 Administration of the California Assessment of Student Performance and Progress (CAASPP) for English Language Arts and Math

Meeting Date: October 6, 2022

Item: Discussion

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Governing Board is asked to receive and review the ECS Spring 2022 California Assessment for Student Pupil Performance (CAASPP) and the California Science Test (CAST).

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

CAASPP and CAST tests are given statewide, providing an opportunity to measure the skills of all students against the same academic standards in the same way, and the results provide information schools can use to improve teaching and learning.

**STRATEGIC PLAN/PRIORITY AREA:**

Strategic plan/priority areas #1, #2, #4

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Annually, the Board is provided with information regarding student test scores. The individual student results will be available to parents and teachers through our PowerSchool parent portal.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

There is no cost associated with this item.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Gary Storts, Assistant Superintendent, Educational Services

**ATTACHMENTS:**

Description

## ▢ Board Presentation: 2022 CAASPP Results



# 2022 CAASPP Results

Board Presentation: October 6, 2022



# Eureka City Schools

District: Eureka City Schools

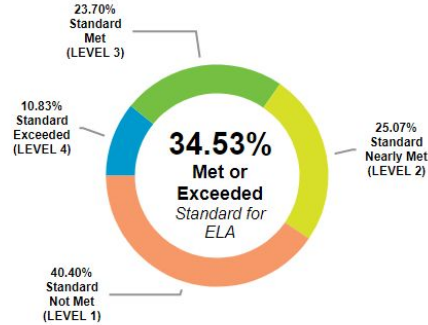
CDS Code: 12-75515-0000000 | County: Humboldt

## Report Options

Year: 
 Grade: 
 Student Group: 
 School Type:

### ELA

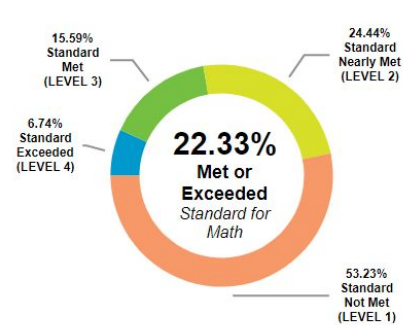
Percent of students within each achievement level



[VIEW ELA DETAILED TEST RESULTS](#)

### Mathematics

Percent of students within each achievement level



[VIEW MATH DETAILED TEST RESULTS](#)

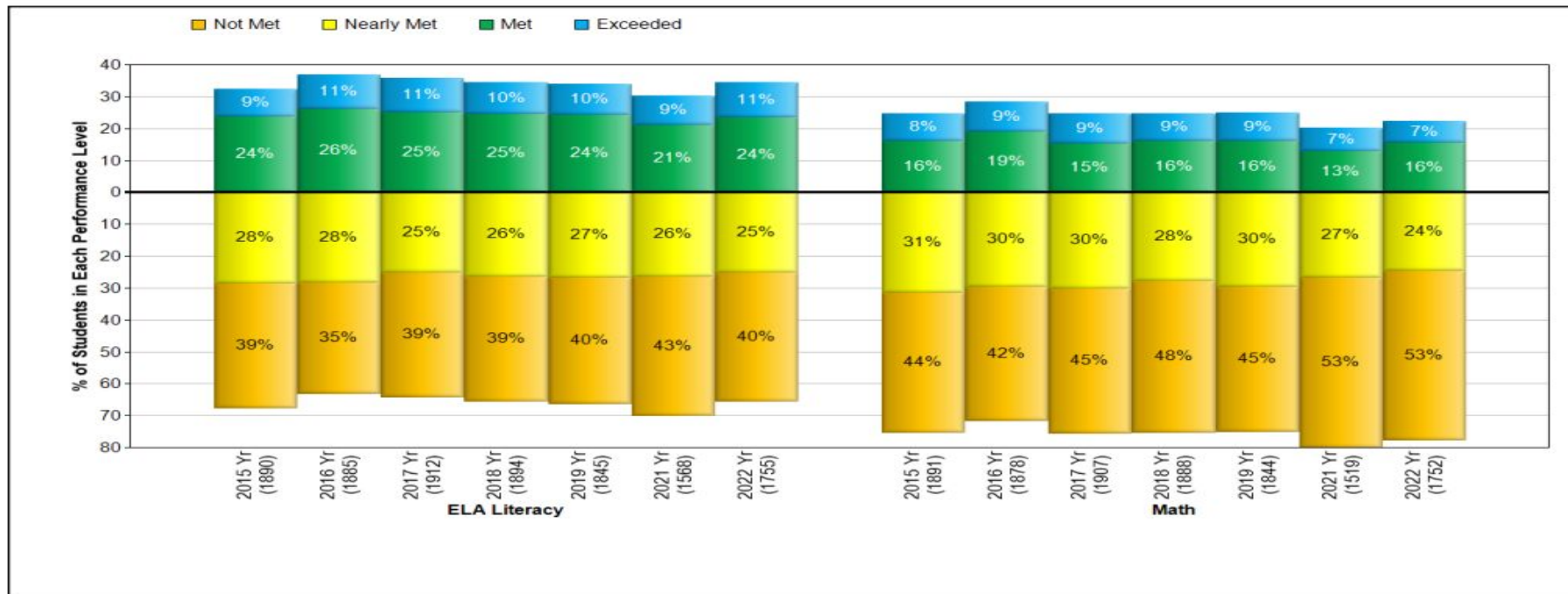
Subgroup	Charter School Enrollment	Non-Charter School Enrollment	Total Enrollment
English Learners	6.3%	17.2%	16.8%
Foster Youth	0.7%	1.1%	1.0%
Homeless Youth	0.7%	5.2%	5.0%
Migrant Education	0.0%	0.2%	0.2%
Students with Disabilities	15.5%	15.8%	15.8%
Socioeconomically Disadvantaged	80.3%	70.7%	71.1%
<b>All Students</b>	<b>142</b>	<b>3,619</b>	<b>3,761</b>

# CAASPP Achievement Levels by Subjects and Years

Testing Group  
**Grade:** All Grades

Reporting Group  
**District:** Eureka City Unified  
**School:** (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.



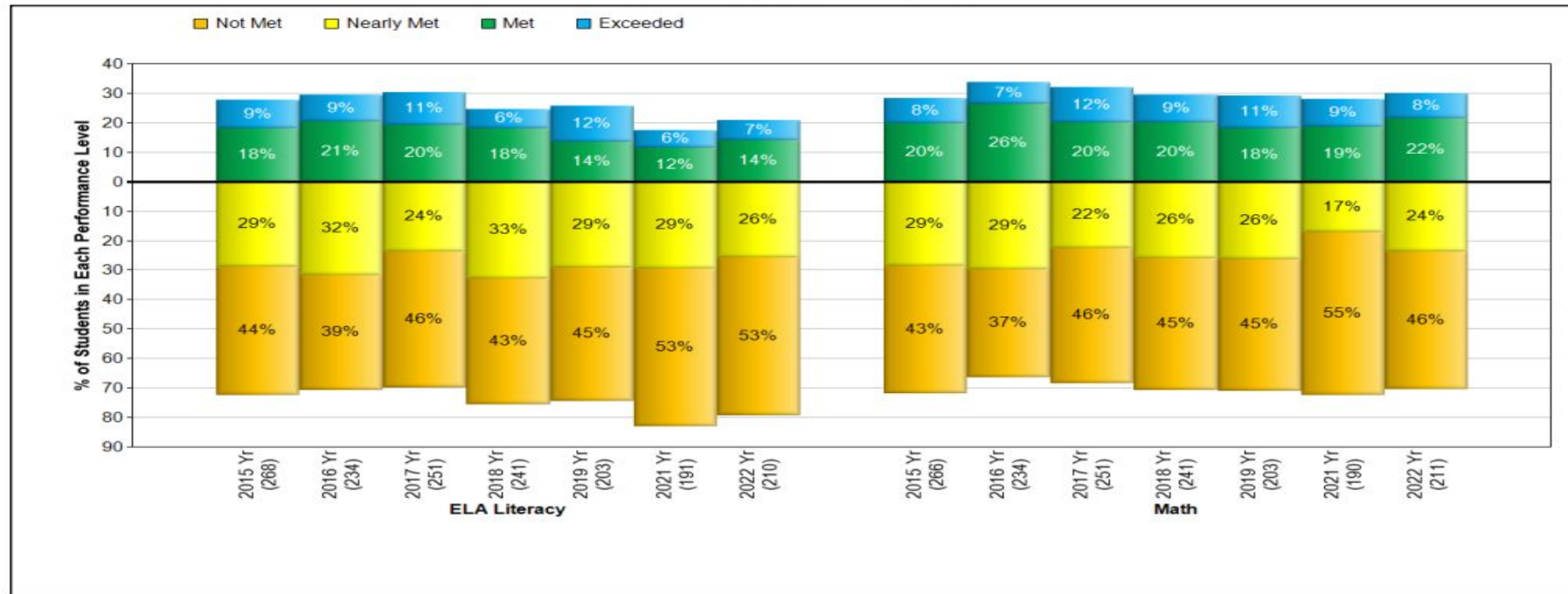
# CAASPP Achievement Levels

## by Subjects and Years

Testing Group  
Grade: Grade 3

Reporting Group  
District: Eureka City Unified  
School: (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.



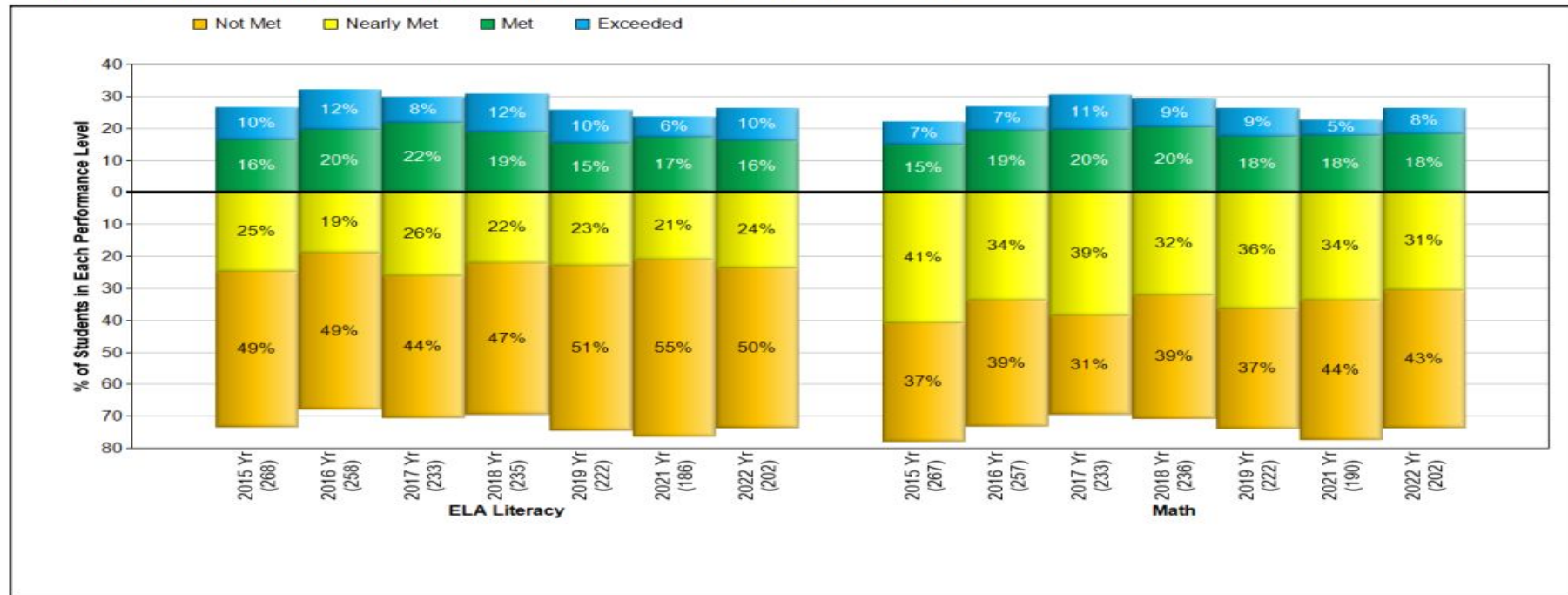
# CAASPP Achievement Levels

by Subjects and Years

Testing Group  
Grade: Grade 4

Reporting Group  
District: Eureka City Unified  
School: (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.



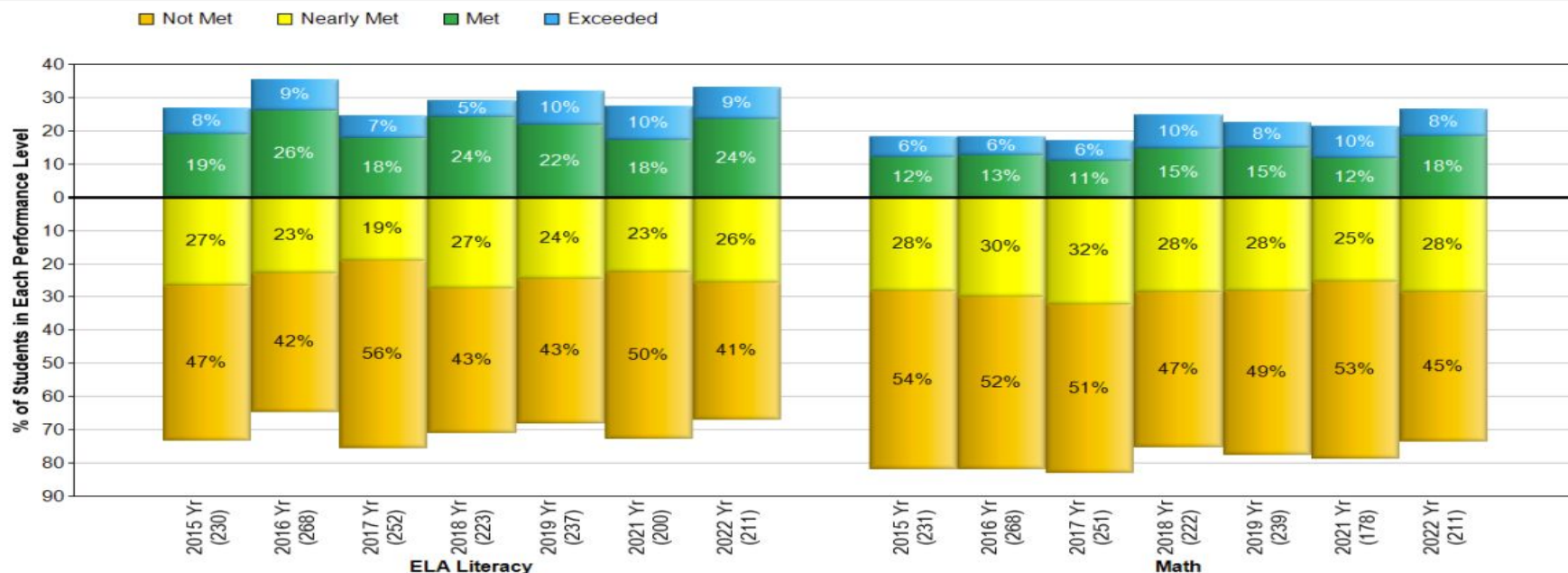
# CAASPP Achievement Levels

by Subjects and Years

Testing Group  
Grade: Grade 5

Reporting Group  
District: Eureka City Unified  
School: (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.





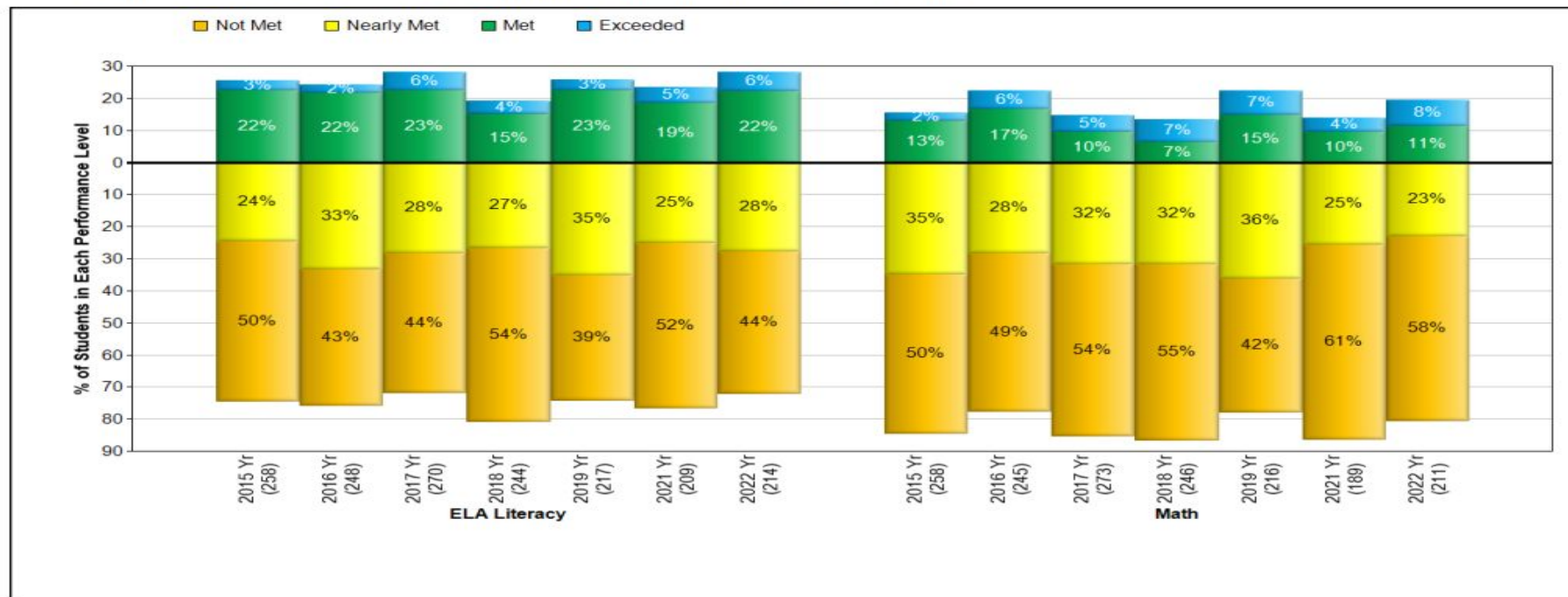
# CAASPP Achievement Levels

by Subjects and Years

Testing Group  
Grade: Grade 6

Reporting Group  
District: Eureka City Unified  
School: (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.



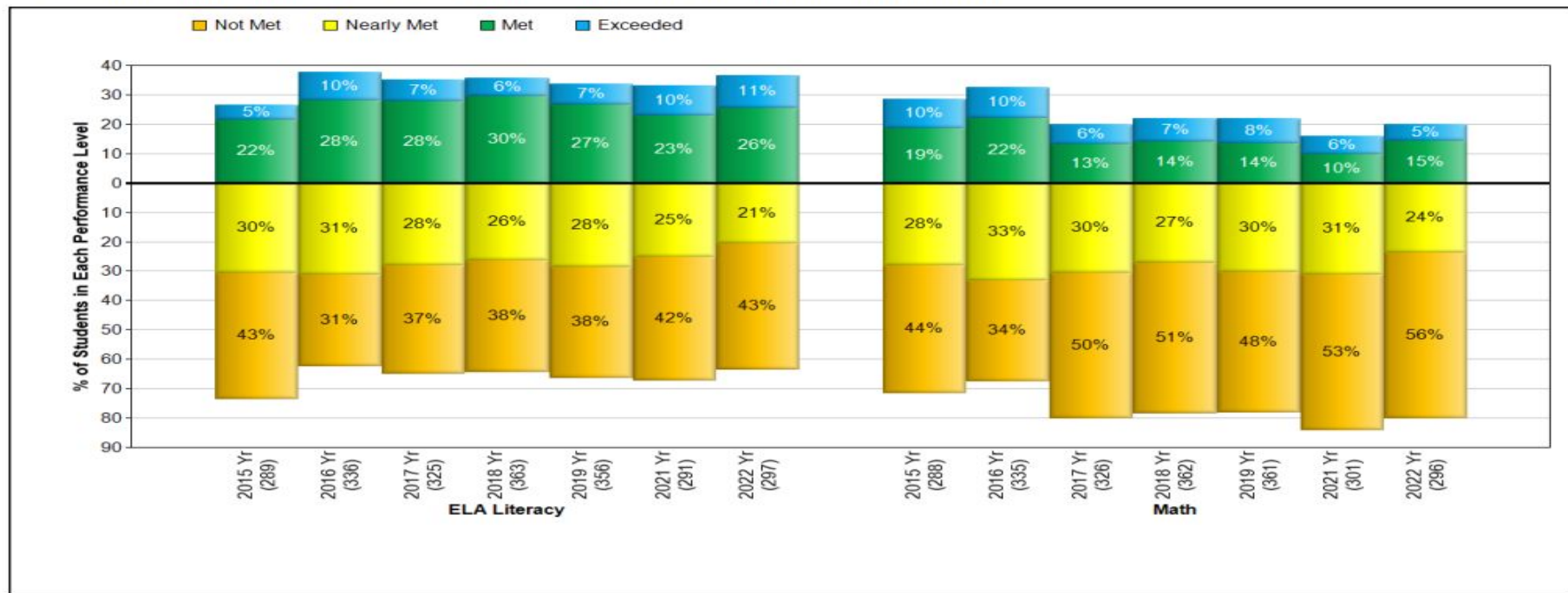
# CAASPP Achievement Levels

by Subjects and Years

Testing Group  
Grade: Grade 7

Reporting Group  
District: Eureka City Unified  
School: (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.



October 6, 2022

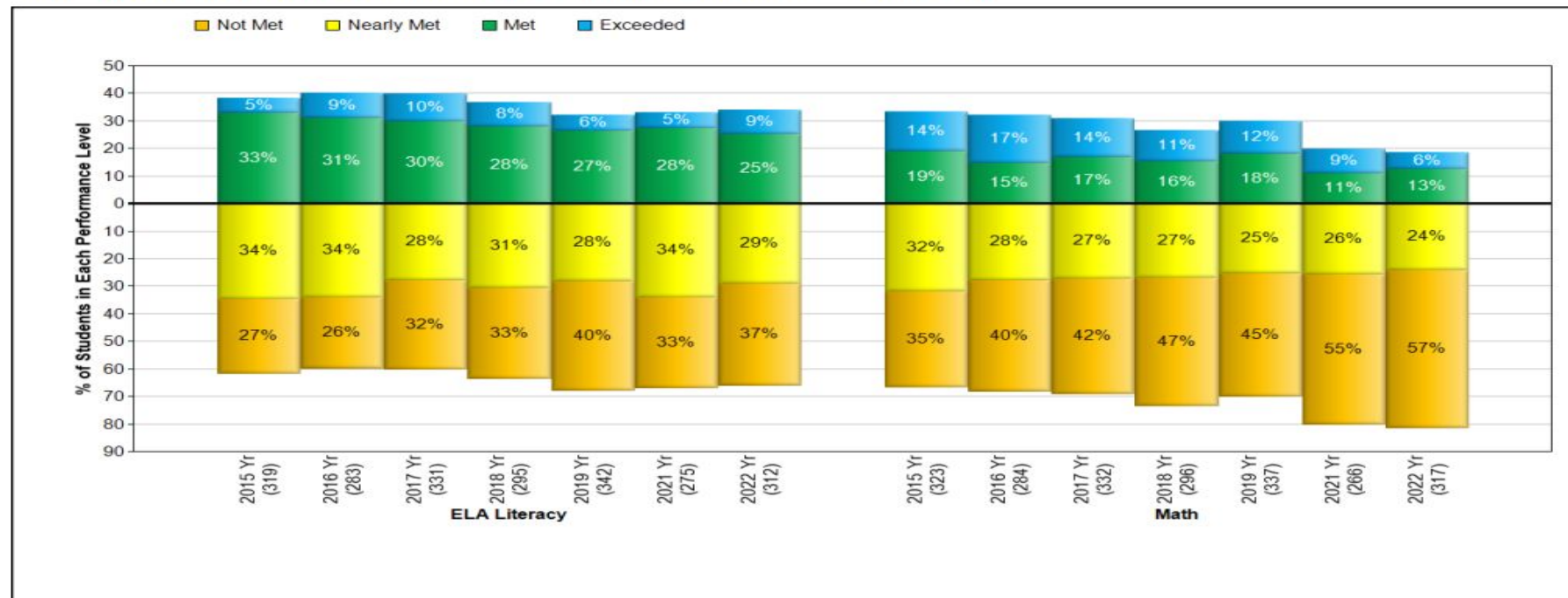


# CAASPP Achievement Levels by Subjects and Years

Testing Group  
**Grade:** Grade 8

Reporting Group  
**District:** Eureka City Unified  
**School:** (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.



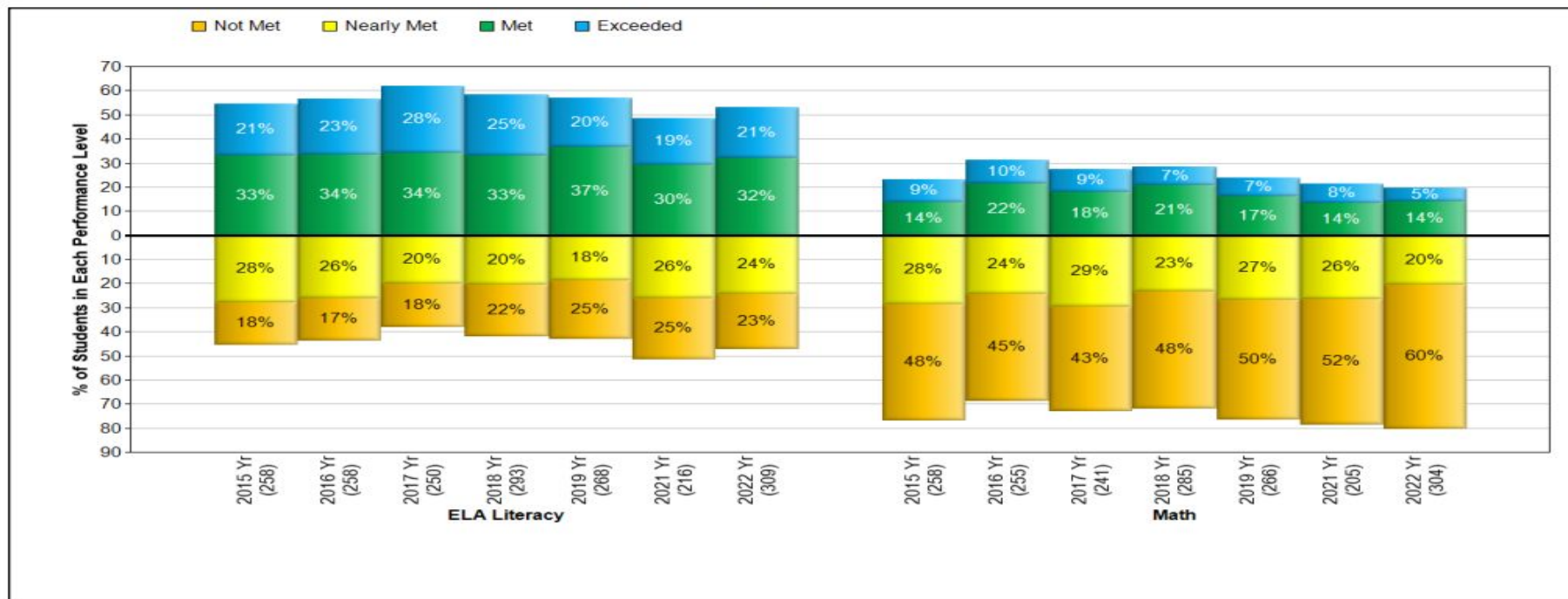
# CAASPP Achievement Levels

by Subjects and Years

Testing Group  
Grade: Grade 11

Reporting Group  
District: Eureka City Unified  
School: (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.

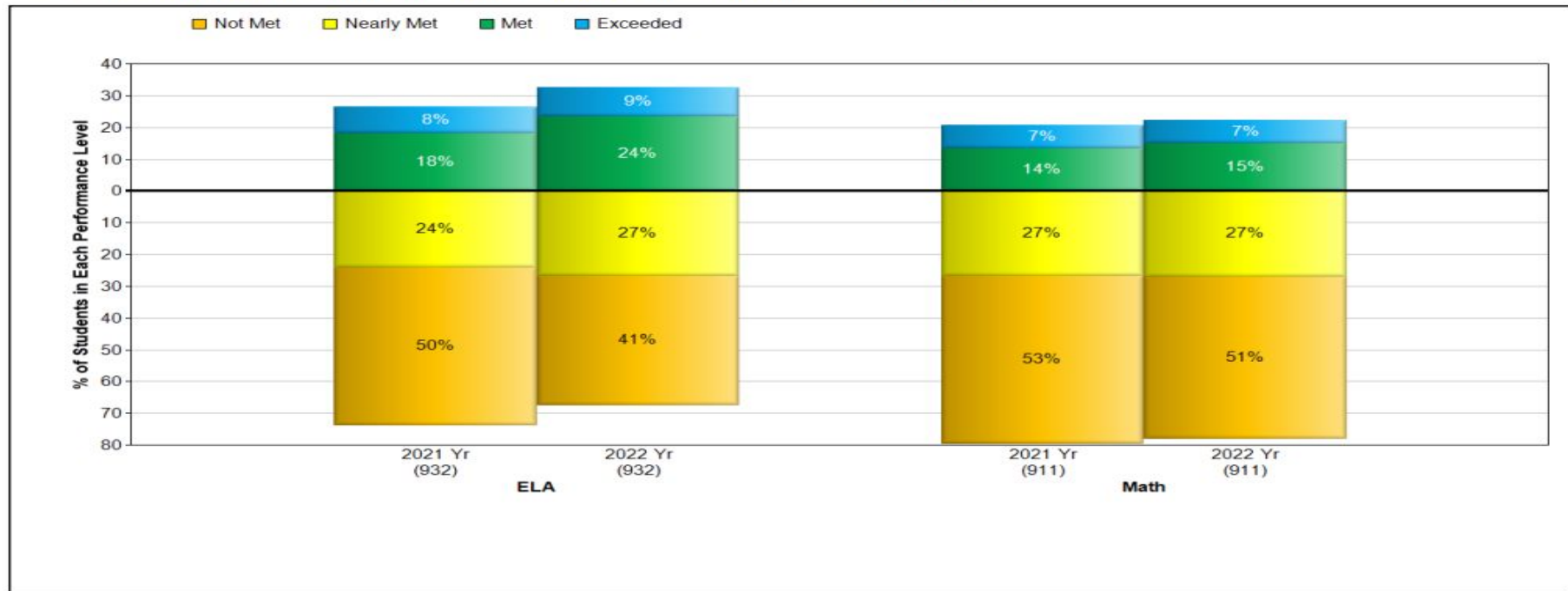


# CAASPP Achievement Levels by Subjects and Years

Testing Group	
Grade:	2022 All Grades MATCHED COHORT

Reporting Group	
District:	Eureka City Unified
School:	(all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.

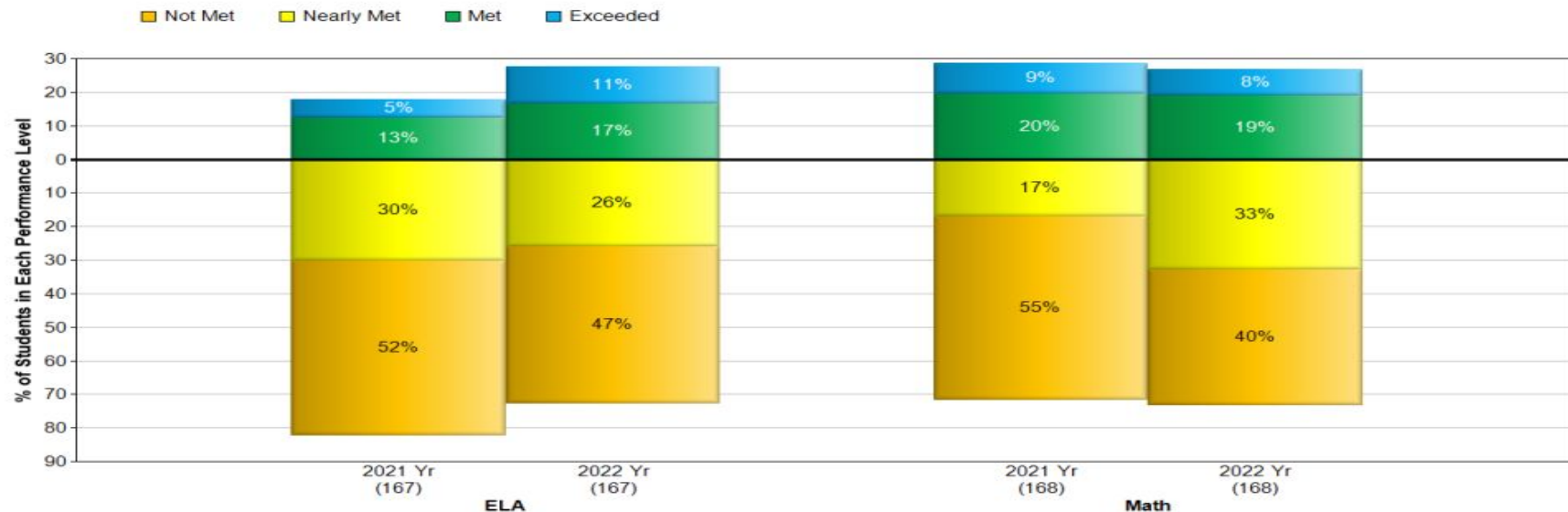


# CAASPP Achievement Levels by Subjects and Years

Testing Group  
**Grade:** 2022 Grade 4  
MATCHED COHORT

Reporting Group  
**District:** Eureka City Unified  
**School:** (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.



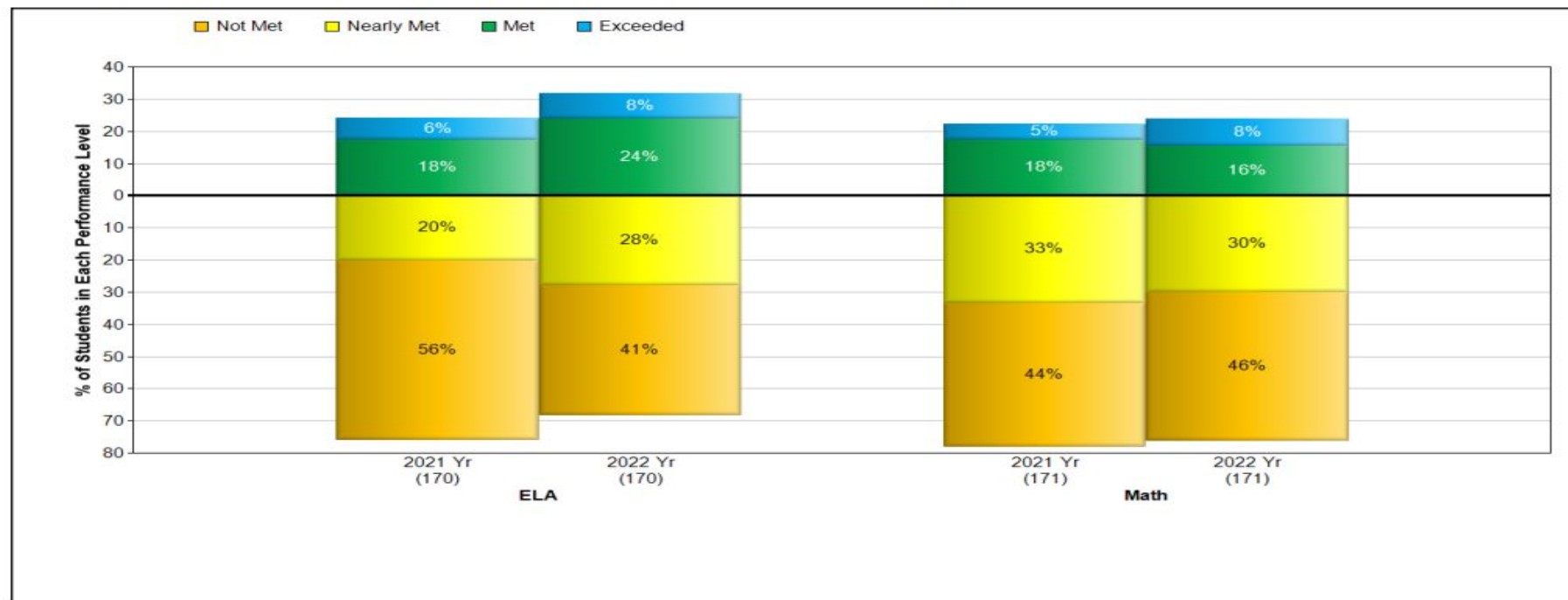
# CAASPP Achievement Levels

by Subjects and Years

Testing Group	
Grade:	2022 Grade 5 MATCHED COHORT

Reporting Group	
District:	Eureka City Unified
School:	(all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.



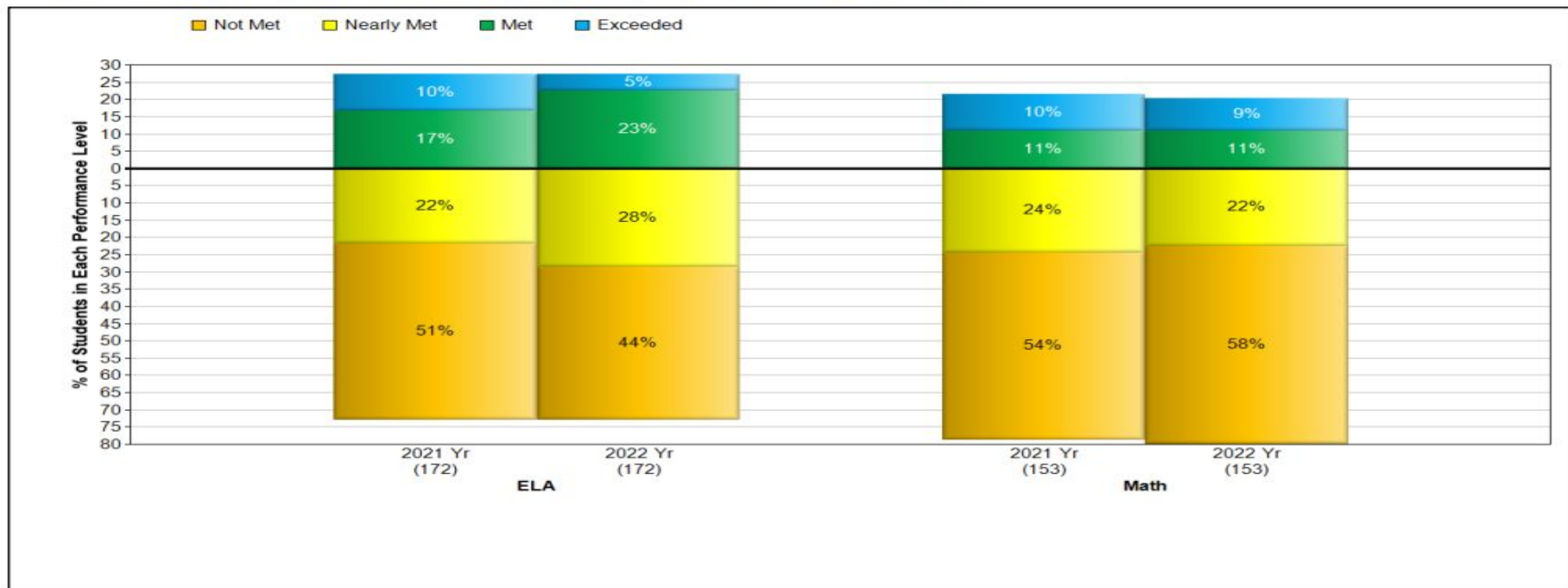
# CAASPP Achievement Levels

## by Subjects and Years

Testing Group  
**Grade:** 2022 Grade 6  
 MATCHED COHORT

Reporting Group  
**District:** Eureka City Unified  
**School:** (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.



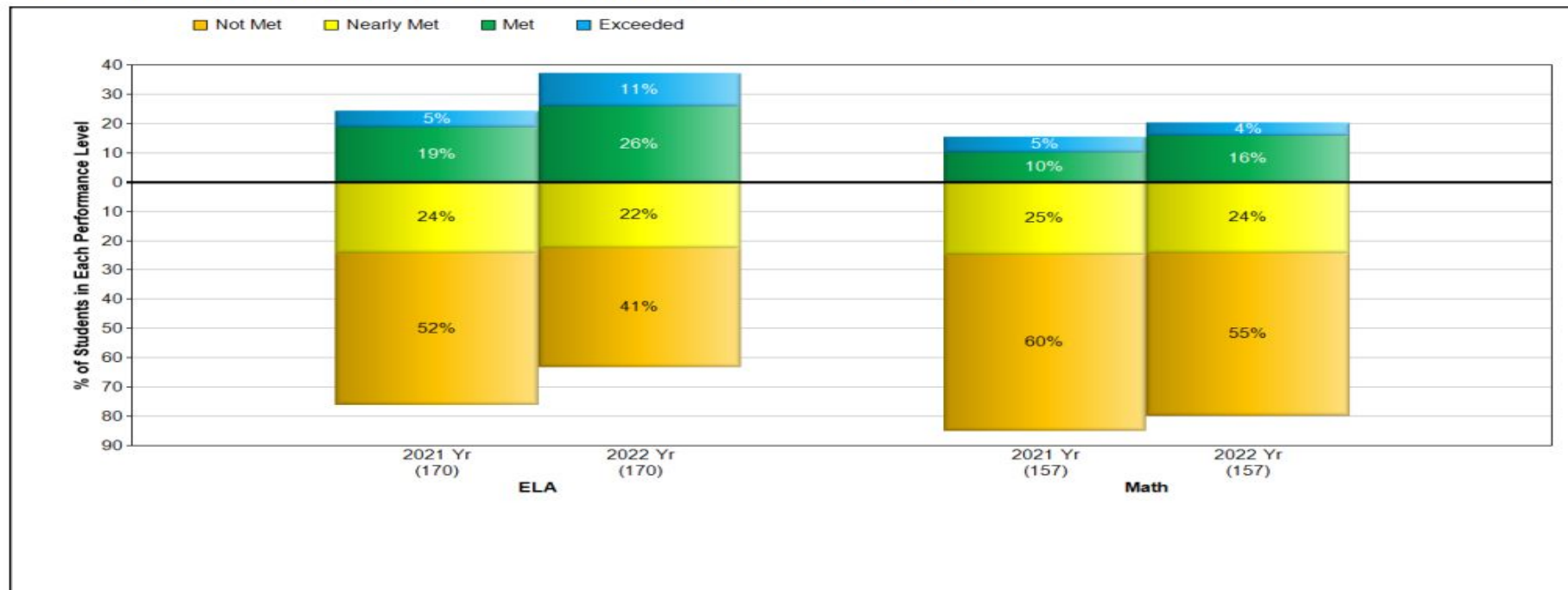


# CAASPP Achievement Levels by Subjects and Years

Testing Group  
Grade: 2022 Grade 7  
MATCHED COHORT

Reporting Group  
District: Eureka City Unified  
School: (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.

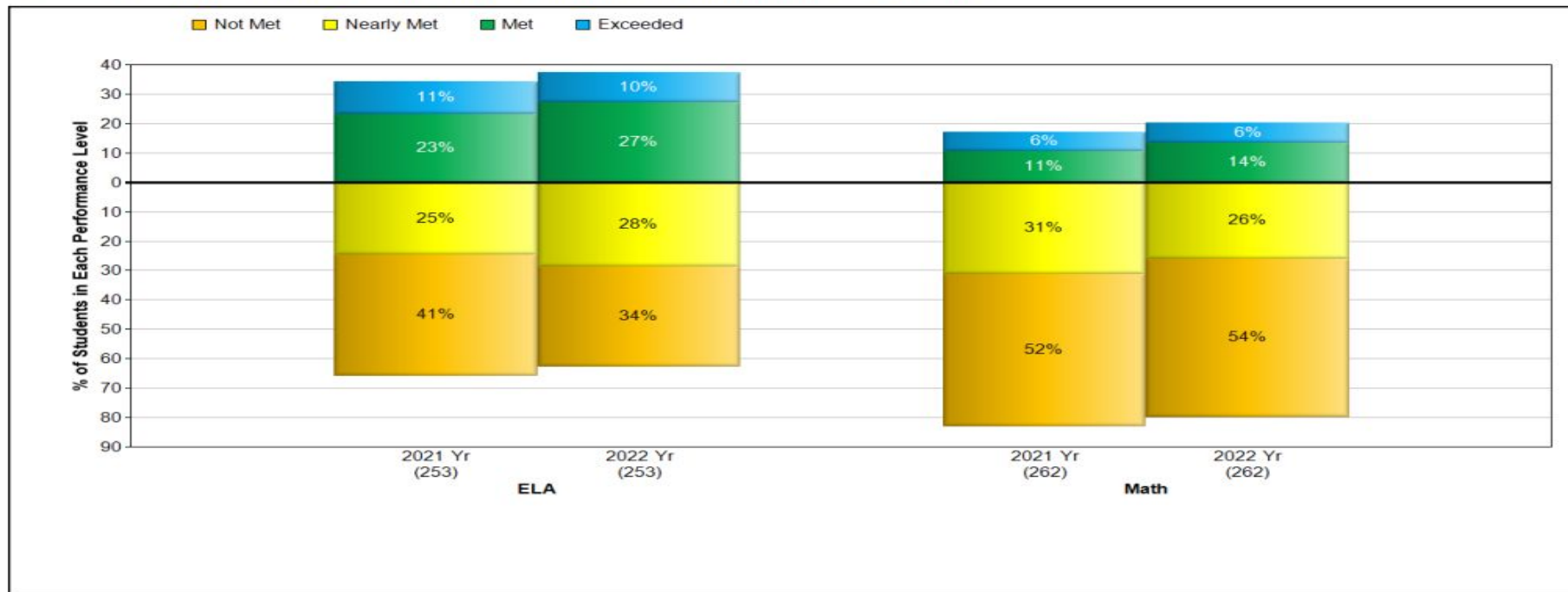


# CAASPP Achievement Levels by Subjects and Years

Testing Group  
Grade: 2022 Grade 8  
MATCHED COHORT

Reporting Group  
District: Eureka City Unified  
School: (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.



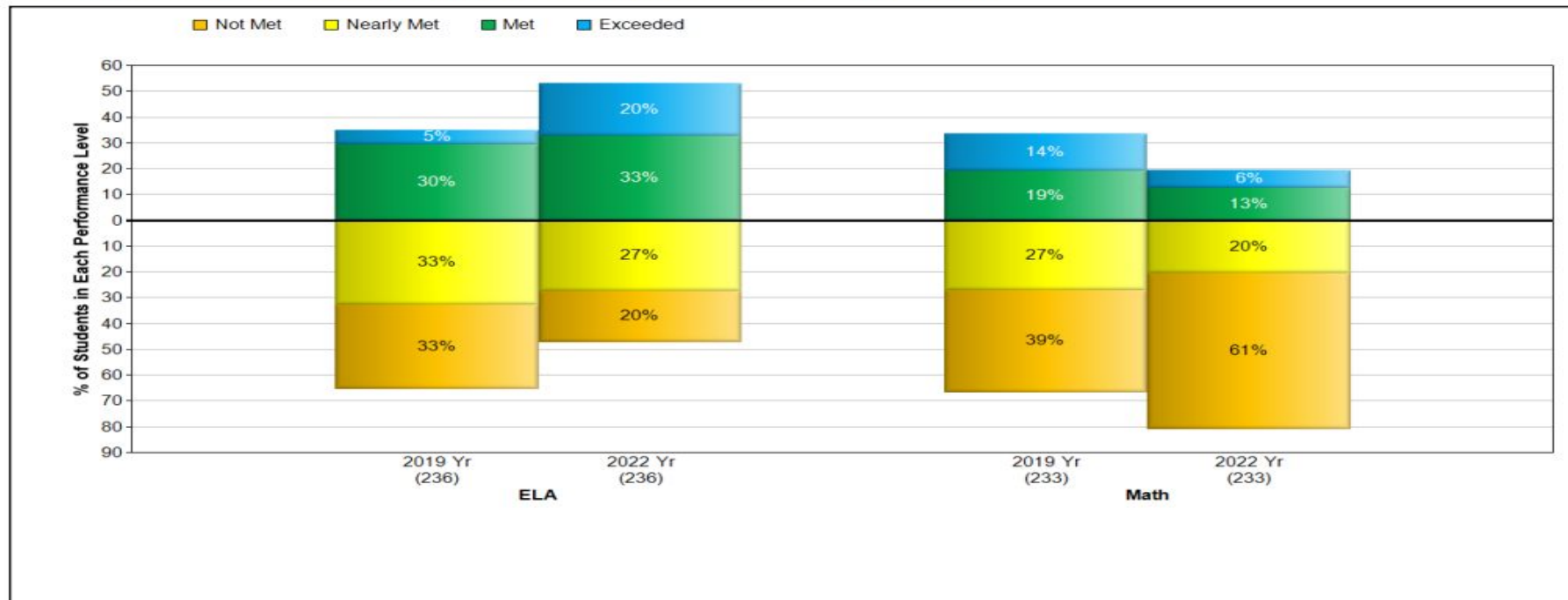


# CAASPP Achievement Levels by Subjects and Years

Testing Group  
Grade: 2022 Grade 11  
MATCHED COHORT

Reporting Group  
Roster: Per Publisher Data File  
District: Eureka City Unified  
School: (all)

\* Each bar represents the distribution of students testing that term, showing the percentage at each achievement level.

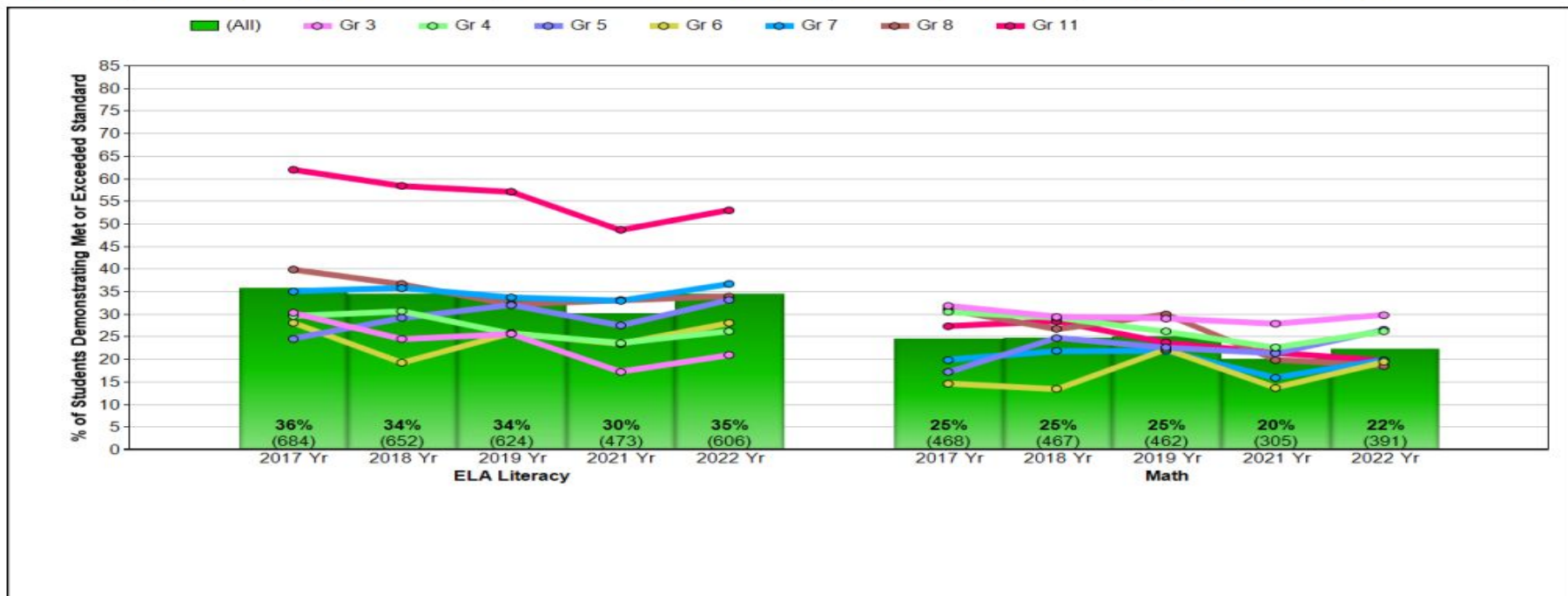


# CAASPP Met or Exceeded Standard 3D

by Subjects, Years, and Grades for Met or Exceeded Standard

Reporting Group	
District:	Eureka City Unified
School:	(all)

\* Each bar represents the percentage of students in the specified achievement level. The superimposed lines represent the comparison groups, as shown in the legend.



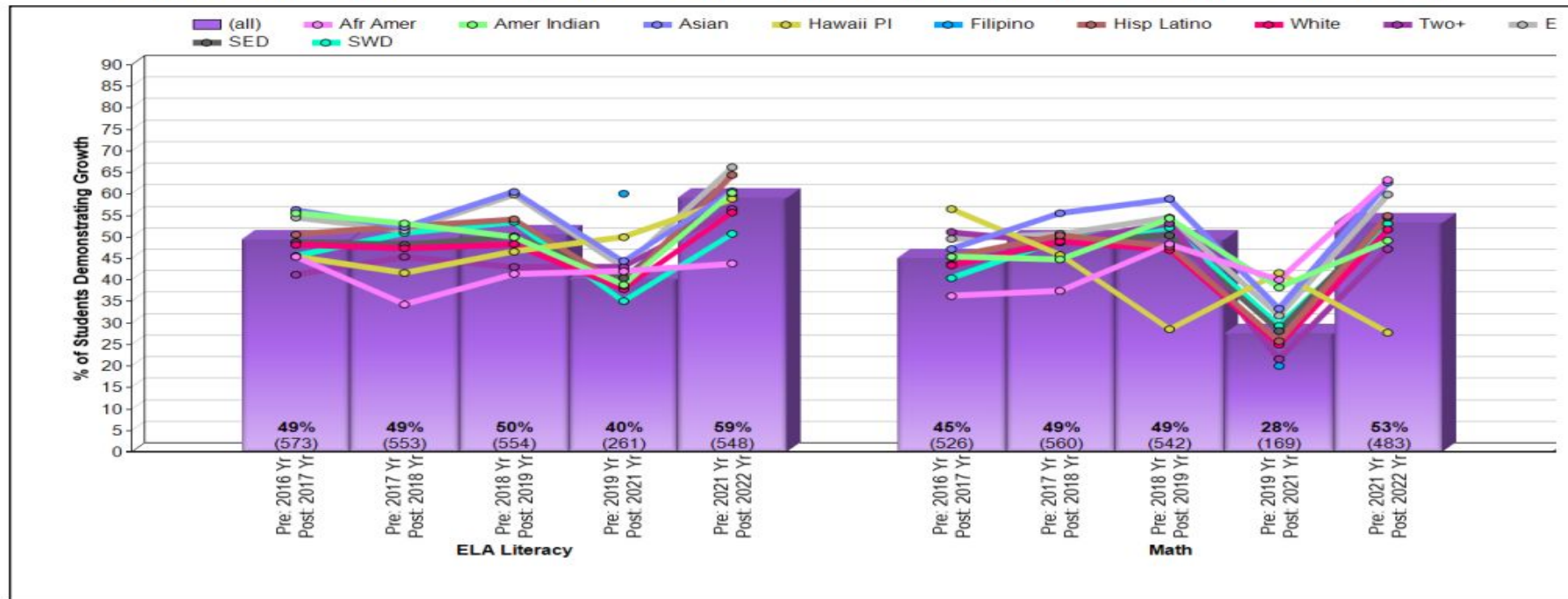
# CAASPP Matched-Student Growth 3D ( $\pm$ FPL™)

by Subjects, Years, and All Subgroups for Growth

Testing Group  
**Grade:** All Grds

Reporting Group  
**District:** Eureka City Unified  
**School:** (all)

\* Each bar represents year-over-year CHANGE for matched-students who took both tests. The superimposed lines represent the comparison groups, as shown in the legend.



October 6, 2022



All grades showed an increase in the percentage of students who are at or above grade level in ELA

Grade 11 showed the highest achievement in ELA

English Language Learners showed the greatest growth in ELA

Grades 3-7 showed an increase in the percentage of students who are at or above grade level in Math

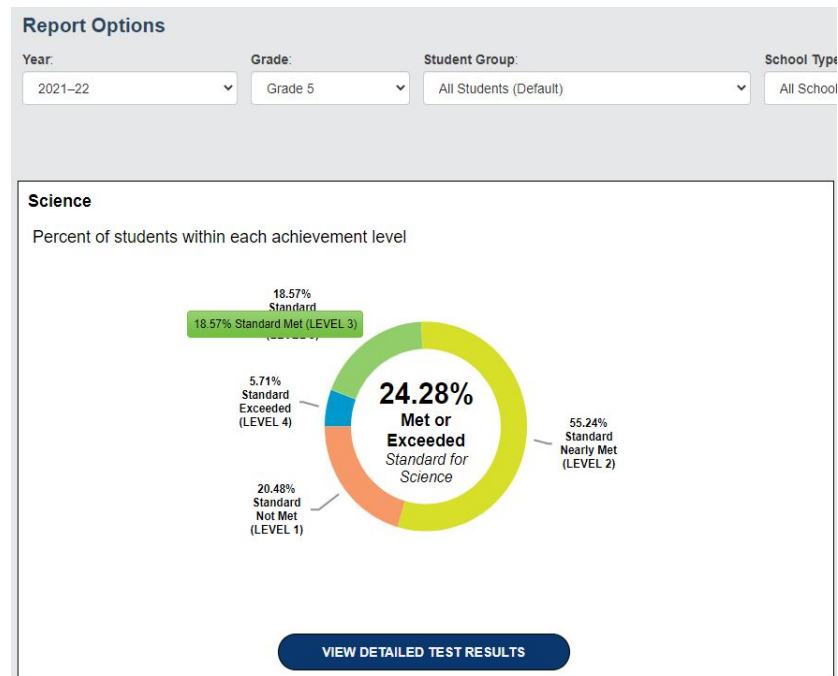
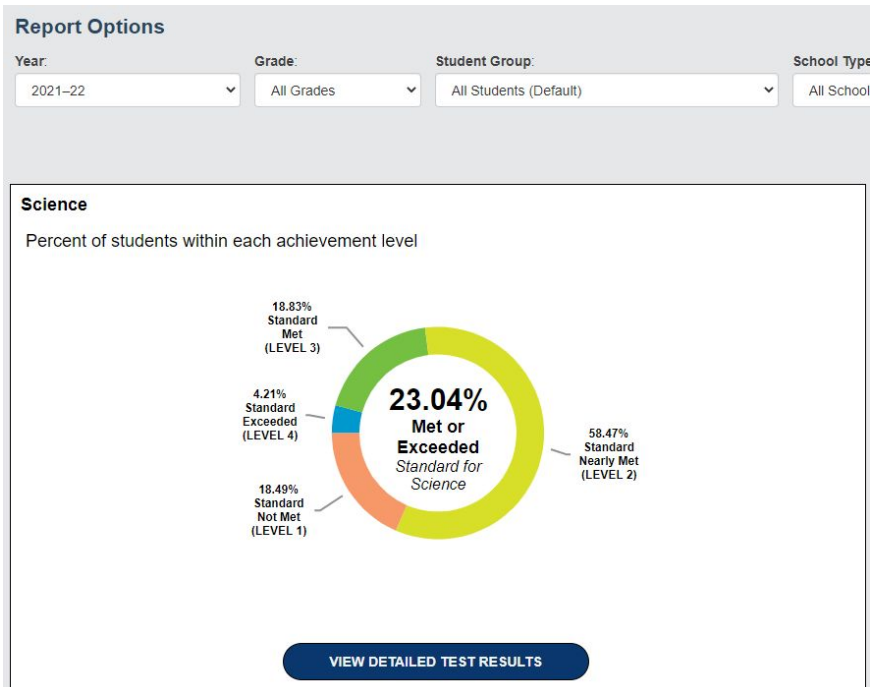
Grade 3 showed the highest achievement in Math

African American students showed the greatest growth in Math



Grades 8 and 11 showed a decrease in the percentage of students who are at or above grade level in Math

# California Science Test (CAST)



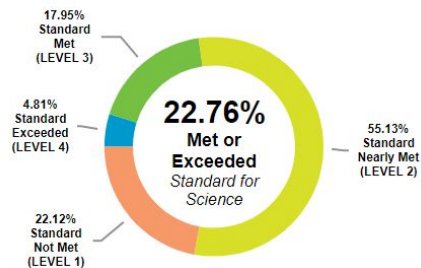
# California Science Test (CAST)

## Report Options

Year: 2021-22 Grade: Grade 8 Student Group: All Students (Default) School Type: All Schools

### Science

Percent of students within each achievement level



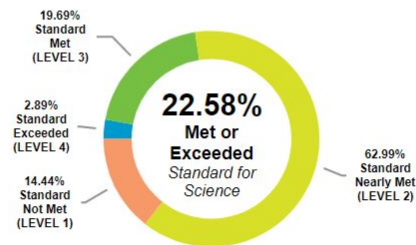
[VIEW DETAILED TEST RESULTS](#)

## Report Options

Year: 2021-22 Grade: All High School Student Group: All Students (Default) School Type: All Schools

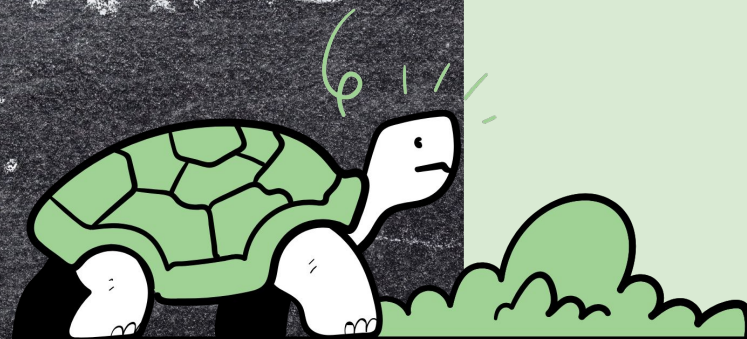
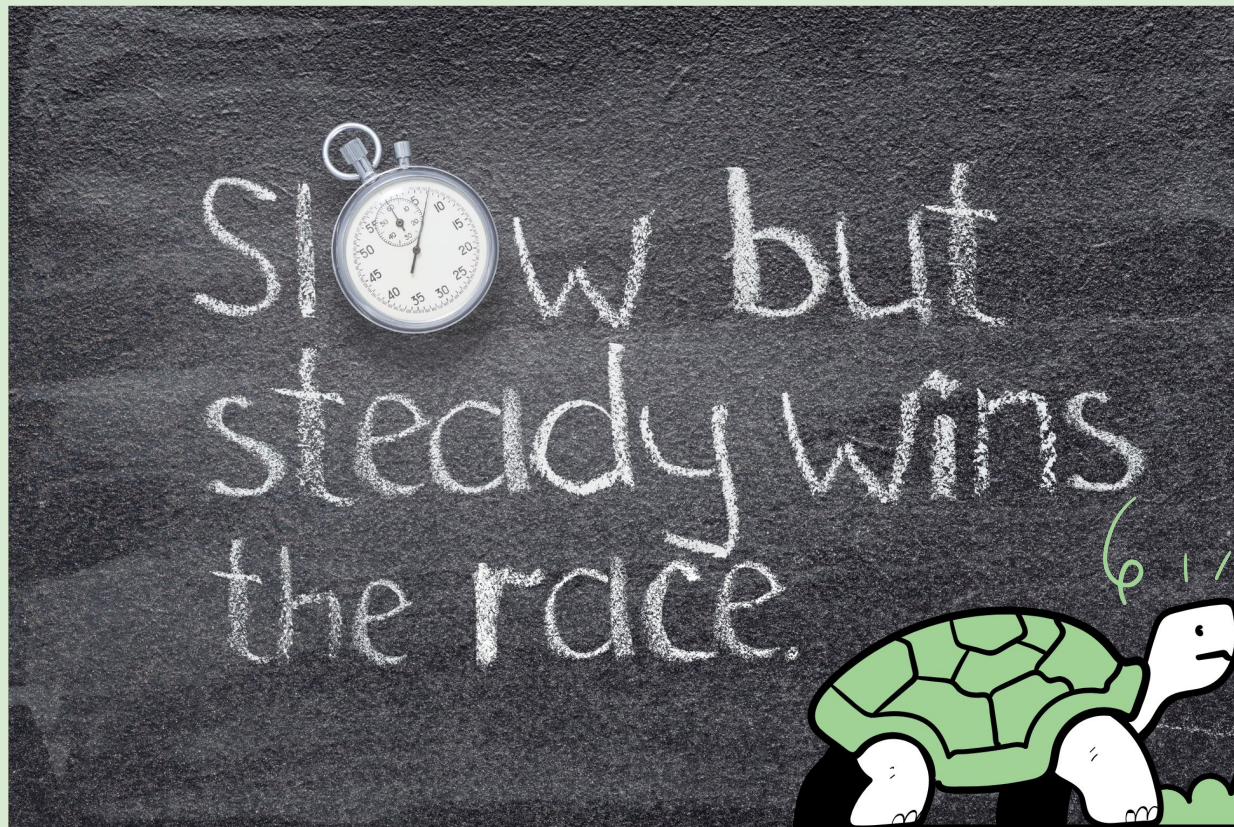
### Science

Percent of students within each achievement level



[VIEW DETAILED TEST RESULTS](#)









## AGENDA ITEM

Agenda Title: Update to the Governing Board on the District's Approach to Strategic Priority Area 3: Mental Health, Socio-Emotional Wellness, and Family Engagement

Meeting Date: October 6, 2022

Item: Discussion

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

The Board will receive an update on the District's Approach to Strategic Priority Area 3: Mental Health, Socio-Emotional Wellness, and Family Engagement

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

Presenting an update to the Board about the Mental Health and Socio-Emotional Wellness staff support across Eureka City Schools.

**STRATEGIC PLAN/PRIORITY AREA:**

Priority Area 3: Mental and Socio-emotional Wellness

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Not applicable.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

Not applicable.

**WHO** *(list the name of the contact person(s), job title, and site location)*

Lisa Claussen, Director of Student Services

**ATTACHMENTS:**

Description

- Presentation

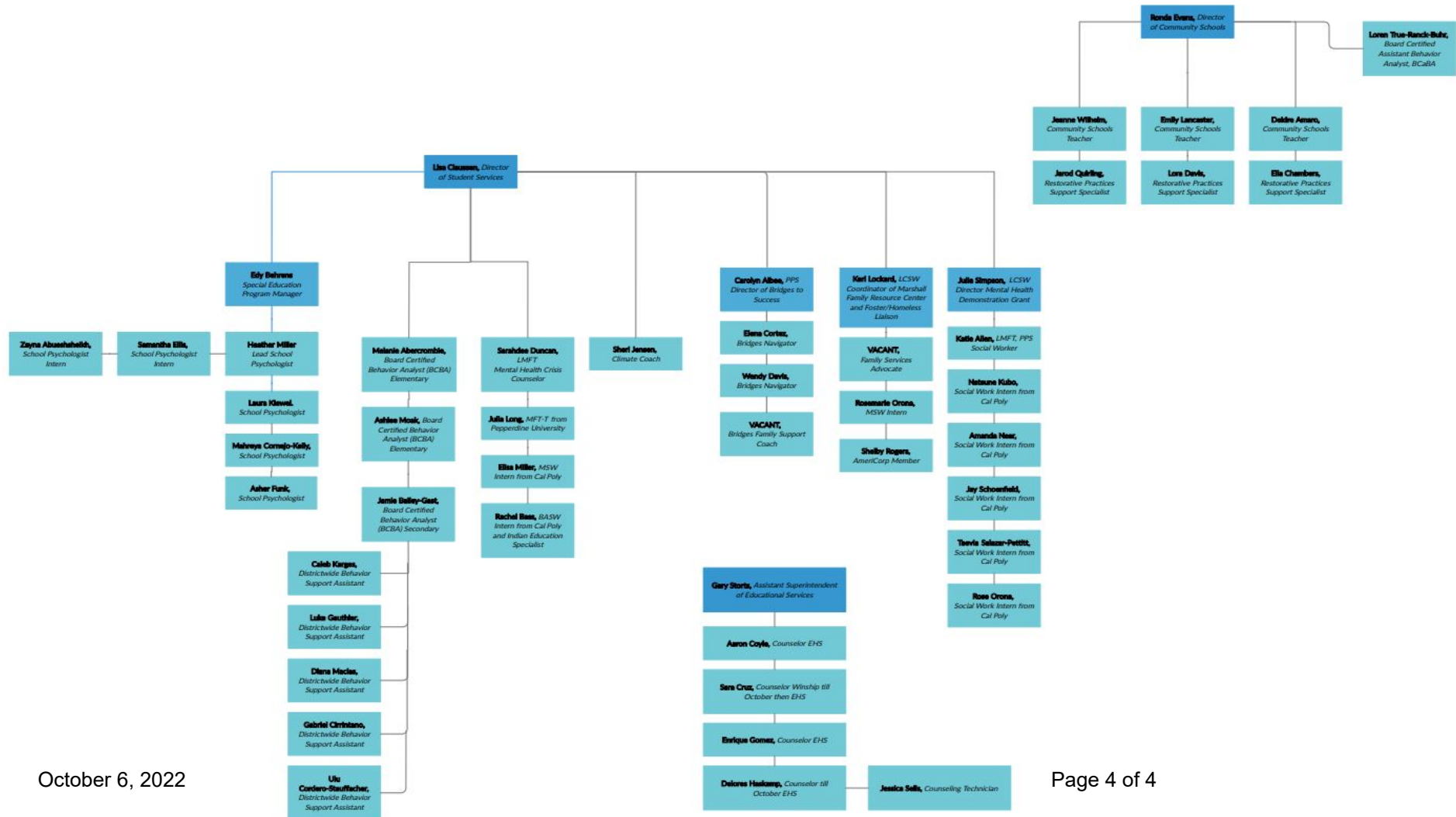


# Eureka City Schools Social-Emotional and Mental Health Supports

October 6, 2022

# Districtwide Social-Emotional and Mental Health Supports

- ECS is one of 25 school districts in the country to support training social workers in schools through the Mental Health Demonstration Grant.
  - Currently have 7 Social Work Interns
- Community Schools Implementation Grant
- Bridges to Success
- Wellness Center
- Marshall Family Resource Center
- 47 General fund, special education, and grant funded positions that directly support social-emotional and mental health.
- Community linkage and brokerage of service.
- Reducing barriers to attendance in order to increase student success.
- Building partnerships with families and community agencies.
- Alignment to Strategic Plan Priority Area #3



## AGENDA ITEM

Agenda Title: Information Only: November 2022 - Review of CDE Calendar of Events  
Meeting Date: October 6, 2022  
Item: Information Only

**WHAT** *(the board is asked to discuss, receive, approve, or adopt)*

### November 2022

California Sikh American Awareness and Appreciation Month

The CDE encourages you to annually recognize November as California Sikh American Awareness and Appreciation Month.

Good Nutrition Month

The CDE encourages you to recognize each November as Good Nutrition Month.

National Child Safety and Protection Month

The CDE encourages you to recognize each November as National Child Safety and Protection Month.

National Family Literacy Month

The CDE encourages you to annually recognize November as National Family Literacy Month. It's a celebration raising awareness and fostering family literacy by encouraging parents and guardians to read to their children.

National Native American Heritage Month

The CDE encourages you to annually recognize November as National Native American Heritage Month. President George H. W. Bush approved a joint resolution in 1990 designating November National American Indian Heritage Month.

Retired Teachers Week (11/6/2022)

The CDE encourages you to recognize November 6–12, 2022 as Retired Teachers Week. Since 1998, the California Retired Teachers Association has sponsored Retired Teachers Week as a way to not only spotlight members'

extensive volunteerism but to encourage others to do the same.

National School Psychology Week (11/7/2022)

The CDE encourages you to recognize November 7–11, 2022 as National School Psychology Week. National School Psychology Week, sponsored by the National School Psychologists Association, is observed annually during the second week of November.

Election Day (11/8/2022)

The CDE encourages you to recognize Tuesday, November 8, 2022 as Election Day. Election Day for federal offices occurs on the Tuesday following the first Monday of November.

American Education Week (11/14/2022)

The CDE encourages you to recognize November 14–18, 2022 as American Education Week.

National Family Week (11/20/2022)

The CDE encourages you to recognize November 20–26, 2022 as National Family Week. National Family Week has been observed during the week of Thanksgiving since 1987.

Thanksgiving Day (11/24/2022)

The CDE encourages you to recognize November 24, 2022 as Thanksgiving Day (California Education Code Section 37220). Thanksgiving Day is a United States national holiday celebrated annually on the fourth Thursday of November. All public schools and the CDE will be closed for the Thanksgiving Day holiday.

**WHY** *(briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)*

Information only.

**STRATEGIC PLAN/PRIORITY AREA:**

Subject does not apply to a Strategic Plan Priority Area

**HISTORY** *(list previous staff or board action(s) with dates if possible)*

Not applicable.

**HOW MUCH** *(list the revenue amount \$ and/or the expense amount \$)*

Not applicable.

**WHO** *(list the name of the contact person(s), job title, and site location)*



Not applicable.