

Eureka City Schools Board of Education

2100 J Street - Eureka, CA 95501

Regular Meeting

6:30 PM

June 23, 2022

AGENDA

A. CALL TO ORDER OF STUDY SESSION (5:00 p.m. - Eureka High School - Gym Construction Site - 1915 J Street, Eureka, CA)

B. STUDY SESSION

- (1) Tour of Gymnasium Construction Site at Eureka High School (1915 J Street)

Referred to the Board by:

Lisa Ollivier, Trustee

C. RECESS STUDY SESSION AND RETURN TO EUREKA CITY SCHOOLS DISTRICT OFFICE (Room 116)

D. RECONVENING OF OPEN SESSION (Room 116)

E. PUBLIC COMMENT ON CLOSED SESSION ITEMS

F. CLOSED SESSION (Room 118)

- (2) Employee Discipline, Dismissal, Release, Accept the Resignation of a Public Employee (GC § 54957)
- (3) Public Employment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. P(17)
- (4) Public Employee Appointment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. P(17)
- (5) 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)
- (6) Consideration of Retention, Student #21-22-0423
- (7) Consideration of Retention, Student #21-22-9347

G. RECONVENING OF OPEN SESSION (Room 116)

H. REPORT OUT FROM CLOSED SESSION

I. PLEDGE OF ALLEGIANCE TO THE FLAG

J. ADJUSTMENT TO THE AGENDA

- (8) Approval of Agenda

K. BOARD RECOGNITION

- (9) Recognition for Past Board Trustee Fran Taplin for Over 57 Years of Service as an Educator and Board Member at Eureka City Schools

L. OATH OF OFFICE

- (10) Oath of Office Taken by Trustee to Area 5 - Jessica Rebholtz

M. PUBLIC HEARING

- (11) Notice of Public Hearing - 2022-2023 Local Control Accountability Plan
(12) Notice of Public Hearing - Education Protection Act (EPA) Expenditures
(13) Notice of Public Hearing - Adoption of the 2022-2023 School Year Budget

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.

N. INFORMATION

- (14) Student Reports
(15) Superintendent's Reports
(16) Board Members' Reports

O. 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)).

P. CONSENT CALENDAR

- (17) Approval of Personnel Action Report No. 16
Referred to the Board by:
Renae Will, Director of Personnel Services and Public Affairs
- (18) Approval of Minutes from the Regular Meeting on June 2, 2022 and Special Meetings on June 3, 2022, June 9, 2022, and June 14, 2022
Referred to the Board by:
Fred Van Vleck, Ed.D., Superintendent
- (19) Approval of Revision of Warrant Distribution Authorization Form CS-1 and Certification Form CS-7 for 2022-2023
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services
- (20) Approval of 2022-2023 Food Services Agreement Between Humboldt County

Office of Education (HCOE) and Eureka City Schools (ECS) for Glen Paul School and Educational Resource Center

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

- (21) Approval of 2022-2023 Food Services Agreement Between Pacific View Charter School (PVCS) and Eureka City Schools (ECS)

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

- (22) Approval of May 2022 Warrants

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

- (23) Approval of Pre-Qualified Contractors and Sub-Contractors

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

- (24) Approval of Individual School Bell Schedule/Instructional Minutes for 2022-2023

Referred to the Board by:

Gary Storts, Assistant Superintendent of Educational Services

- (25) Approval and Receipt of Grant Award Notice: National School Lunch Program Equipment Assistance Grant

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

- (26) Approval of Middle School Math Curriculum Adoption, Big Ideas

Referred to the Board by:

Gary Storts, Assistant Superintendent of Educational Services

- (27) Approval of Pre-Qualified Lease-Leaseback Contractors and Subcontractors; EHS Albee Stadium Increment #1 Project

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

- (28) Approval of 22-23 Child Development Contract CSPP-2105, California State Preschool Program

Referred to the Board by:

John Leonard, Director of Student Services

- (29) Approval of the MOU between the Marshall Family Resource Center and the Mattole Valley Resource Center

Referred to the Board by:

John Leonard, Director of Student Services

- (30) Approval of PresenceLearning Contract for 2022-2023

Referred to the Board by:

John Leonard, Director of Student Services

- (31) Approval of AMN Healthcare Contract 22-23

Referred to the Board by:

John Leonard, Director of Student Services

- (32) Approval of Temporary Food Service Agreement for Summer Meal Service between Cutten Elementary School District and Eureka City Schools

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

- (33) Approval of Intent to Apply for the Humboldt Area Foundation School Enrichment Grant

Referred to the Board by:

John Leonard, Director of Student Services

- (34) Approval of Intent to Apply for The Humboldt Area Foundation Community Health Grant

Referred to the Board by:

John Leonard, Director of Student Services

- (35) Approval of the Intent to Apply for the Youth Leadership Fund

Referred to the Board by:

John Leonard, Director of Student Services

- (36) Approval of Intent to Apply for the Rotary Club of Eureka Grant

Referred to the Board by:

John Leonard, Director of Student Services

- (37) Approval of the Intent to Apply for the Coast Central Credit Union Community Investment Program

Referred to the Board by:

John Leonard, Director of Student Services

- (38) Approval of Intent to Apply for the Christine & Jalmer Berg Foundation Grant

Referred to the Board by:

John Leonard, Director of Student Services

- (39) Hiring a Speech Language Pathologist on a Variable Term Waiver

Referred to the Board by:

Renae Will, Director of Personnel Services and Public Affairs

Q. DISCUSSION/ACTION

- (40) Consider Approval of Resolution 21-22-035 Naming the Board Room (Room 116) at the Eureka City School District Office the Frances H. Taplin Board Room

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

- (41) Consideration of Retention, Student #21-22-0423

Referred to the Board by:

John Leonard, Director of Student Services

- (42) Consideration of Retention, Student #21-22-9347

Referred to the Board by:

John Leonard, Director of Student Services

- (43) Approval of the Revised Multi-District Interdistrict Attendance Agreement

Referred to the Board by:

John Leonard, Director of Student Services

- (44) Recommendation for New Job Description – Director of Community Schools and Social Emotional Supports

Referred to the Board by:

Renae Will, Director of Personnel Services and Public Affairs

- (45) Classified White Collar Reallocation: Instructional Assistant - Indian Education

Referred to the Board by:

Renae Will, Director of Personnel Services and Public Affairs

- (46) Resolution for Exemption to the CalSTRS Separation from Service Requirement Pursuant to Section 24214.5 or 26812 of the California Education Code – Resolution No. 21-22-032

Referred to the Board by:

Renae Will, Director of Personnel Services and Public Affairs

- (47) Approval of GASB 87 Lease Capitalization Policy

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

- (48) Approval of Change Order No. 1 and Change Order No. 2: EHS Gymnasium Project

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

R. DISCUSSION

- (49) Annual Update on Athletic Programs at Eureka High School

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

- (50) UPK Planning and Implementation Grant Program

Referred to the Board by:

Gary Storts, Assistant Superintendent of Educational Services

- (51) Science Building Modernization Update

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

S. CLOSED SESSION (continued)

T. RECONVENING OF OPEN SESSION (continued)

U. REPORT OUT FROM CLOSED SESSION (continued)

V. INFORMATIONAL ONLY ITEMS

(52) Information Only: Revised IRS Mileage Rate

W. 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: Consideration of Retention, Student #21-22-0423

Meeting Date: June 23, 2022

Item:

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

The Governing Board is asked to approve the retention of Student #21-22-0423.

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

Parents and school staff agree that this retention is in the best interest of the student.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 5: STUDENT TRANSITIONS AND INITIAL ENROLLMENT

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 \$)*

There is no cost associated with this item.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

AGENDA ITEM

Agenda Title: Consideration of Retention, Student #21-22-9347

Meeting Date: June 23, 2022

Item:

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

The Governing Board is asked to approve the retention of Student #21-22-9347

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

Parents and school staff agree that this retention is in the best interest of the student.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 5: STUDENT TRANSITIONS AND INITIAL ENROLLMENT

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 \$)*

There is no cost associated with this item.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

AGENDA ITEM

Agenda Title: Recognition for Past Board Trustee Fran Taplin for Over 57 Years
of Service as an Educator and Board Member at Eureka City
Schools

Meeting Date: June 23, 2022

Item:

AGENDA ITEM

Agenda Title: Notice of Public Hearing - 2022-2023 Local Control Accountability Plan

Meeting Date: June 23, 2022

Item:

ATTACHMENTS:

Description

- ▣ Notice of Public Hearing - LCAP



Eureka City Schools

2100 J Street, Eureka, CA 95501 / Tel: 707-441-2400

FOR IMMEDIATE POSTING

NOTICE OF PUBLIC HEARING **2022-2023 Local Control Accountability Plan**

When: **Thursday, June 23, 2022 – 6:30 p.m.**

What: **2022-2023 Local Control Accountability Plan (LCAP)**

Where: **Eureka City Schools Regular Board Meeting**
(2100 J Street, Eureka, CA 95501 – Room 116)

The Eureka City Schools Governing Board will hold a public hearing to receive public comment concerning the adoption of the 2022-2023 Local Control Accountability Plan (LCAP).

At the hearing, any resident in the District may provide public comment and object to the proposed LCAP or any item in the LCAP. The hearing may be concluded on the proposed LCAP when there are no requests for a further hearing on file.

Contact:

Gary Storts
Assistant Superintendent of Educational Services
Eureka City Schools
Tel: 441-3363

Post: 06/10/22
Remove: 06/24/22

AGENDA ITEM

Agenda Title: Notice of Public Hearing - Education Protection Act (EPA)
Expenditures

Meeting Date: June 23, 2022

Item:

ATTACHMENTS:

Description

- ▣ Notice of Public Hearing - EPA



Eureka City Schools

2100 J Street, Eureka, CA 95501 / Tel: 707-441-2400

FOR IMMEDIATE POSTING

NOTICE OF PUBLIC HEARING **Education Protection Act (EPA) Expenditures**

When: **Thursday, June 23, 2022 – 6:30 p.m.**
What: **Education Protection Act (EPA) Expenditures**
Where: **Eureka City Schools Regular Board Meeting**
(2100 J Street, Eureka, CA 95501 – Room 116)

At a regularly scheduled meeting on June 23, 2022, at 6:30 p.m., the Eureka City Schools Governing Board will hold a public hearing to receive public comment to seek input and take testimony from the public in regard to the Education Protection Act (EPA) expenditures.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts are required to determine how the moneys received from the Education Protection Act (EPA) are spent in the schools within their jurisdiction, and further stipulates that the governing board makes the spending determinations in an open session of a public meeting. Funds from the EPA cannot be used for the salaries and benefits of administrators or any other administrative costs.

No new funding is created due to the approval of Proposition 30 or the establishment of the Education Protection Account. The approximate amount of Eureka City Schools EPA funds that will be distributed via the EPA for 2022-2023 is \$2,654,627. In 2022-2023, all expenditures and other financing uses are designated for "Instruction".

Contact:

Paul Ziegler, Assistant Superintendent Business Services
Eureka City Schools
Tel: 441-2412

Post: 06/10/22
Remove: 06/24/22

AGENDA ITEM

Agenda Title: Notice of Public Hearing - Adoption of the 2022-2023 School Year Budget

Meeting Date: June 23, 2022

Item:

ATTACHMENTS:

Description

- ▣ Notice of Public Hearing - Budget



Eureka City Schools

2100 J Street, Eureka, CA 95501 / Tel: 707-441-2400

FOR IMMEDIATE POSTING

NOTICE OF PUBLIC HEARING **Adoption of the 2022-2023 School Year Budget**

When: **Thursday, June 23, 2022 – 6:30 p.m.**

What: **Adoption of the 2022-2023 School Year Budget**

Where: **Eureka City Schools Regular Board Meeting**
(2100 J Street, Eureka, CA 95501 – Room 116)

The Eureka City Schools Governing Board will hold a public hearing to receive public comment concerning the adoption of the 2022-2023 school year budget.

At the hearing, any resident in the District may provide comments, questions, or objections, to the proposed budget or any item in the budget. The hearing may be concluded on the proposed budget when there are no requests for a further hearing on file.

Contact:

Paul Ziegler, Assistant Superintendent Business Services
Eureka City Schools
Tel: 441-2412

Post: 06/10/22
Remove: 06/24/22

AGENDA ITEM

Agenda Title: Approval of Personnel Action Report No. 16

Meeting Date: June 23, 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. 16.

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 3: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

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, Director of Personnel Services and Public Affairs

ATTACHMENTS:

Description

- Personal Report 16 (updated copy provided at Board meeting on 06.23.22)

**EUREKA CITY SCHOOLS
PERSONNEL REPORT NO. 16
June 23, 2022**

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

CERTIFICATED PERSONNEL

RESIGNATIONS

Gensaw, James	Yurok Language Teacher, 1.0 FTE, (EHS), eff. 6/18/22
Leonard, John	Director of Student Services, 1.0 FTE, (District Office), eff. 7/1/22

ASSIGNMENTS

Arguellas, Vincent	Probationary I Elementary PE Teacher, 1.0 FTE, (TBD), eff. 8/17/22
Brakeman, Rachel	Elementary Principal, 205 work days, (Grant), eff. 7/1/22
Brodkey, Maya	Probationary II Teacher, 0.4 FTE, (EHS), and Probationary I Teacher, 0.2 FTE, (EHS), and Temporary Teacher, 0.4 FTE, (EHS), eff. 8/17/22
Claussen, Lisa	Director of Student Services, 220 work days, (District), eff. 7/1/22
Couch, Steven	Assistant Principal, 205 work days, (Winship), eff. 7/1/22
Ehret, Thomas	Probationary I Business, Computer Science and/or Engineering Teacher, 0.8 FTE, (EHS), and Temporary Credit Recovery/Intervention Teacher, 0.2 FTE, (EHS), eff. 8/17/22
Evans, Ronda	Director of Community Schools and Social Emotional Supports, 1.0 FTE, (District), eff. 7/1/22 – approximately 6/30/27
Forbes, Kara	Probationary I Ag Science/ Floral Design Teacher, 1.0 FTE, (EHS), eff. 8/17/22
Hendrickson, Kimberly	Probationary I Middle School Math Teacher, 1.0 FTE, (Winship), eff. 8/17/22
Hubler, Jacob	Probationary I Social Science Teacher, 1.0 FTE, (EHS), eff. 8/17/22
Lovfald, Sandy	Temporary Ag TOSA, 0.2 FTE, (EHS), eff. 8/17/22 – 6/16/22
Miller, Marissa	Probationary I 6 th Grade Teacher, 1.0 FTE, (Zane), eff. 8/17/22
Puzz, Kristi	Middle School Principal, 205 work days, (Winship), eff. 7/1/22
Rivera, Stephanie	Temporary Elementary Teacher, 1.0 FTE, (Alice Birney), eff. 8/17/22 – 6/16/22
Tinkham, Kenneth	Probationary I Elementary PE Teacher, 1.0 FTE, (TBD), eff. 8/17/22
Ward, Nicholas	Probationary I Elementary Teacher, 1.0 FTE, (Lafayette), eff. 8/17/22
White, Julia	Probationary II Teacher, 0.8 FTE, (EHS), and Probationary I Teacher, 0.2 FTE, (EHS), eff. 8/17/22

LEAVES OF ABSENCE

Dehart, Andrew	From: Teacher, 1.0 FTE, (Washington) To: Parental Leave, 1.0 FTE, eff. 6/8/22
Ingram, Nancy	From: Teacher, 1.0 FTE, (Washington) To: Medical Leave, 1.0 FTE, eff. 6/6/22 – 6/17/22

Krubsack, Hannah From: Resource Teacher, 1.0 FTE, (EHS)
To: Family and Medical Leave, 1.0 FTE, eff. 1/31/22 – 5/6/22
To: Medical Leave, 1.0 FTE, eff. 5/7/22 – 6/18/22

Smith, Gary From: Teacher, 1.0 FTE, (Washington)
To: Parental Leave, 1.0 FTE, eff. 5/19/22

Von Werlhof, Hope From: Pregnancy Disability Leave, 1.0 FTE
To: Teacher, 1.0 FTE, (Lafayette), eff. 6/13/22

CHANGE OF STATUS

Baugh, Rebecca From: Teacher, 1.0 FTE, (EHS)
To: TOSA/CARE Specialist, 0.4 FTE, (EHS) AND
Teacher, 0.6 FTE, (EHS), eff. 7/1/22

Brakeman, Rachel From: Teacher, 1.0 FTE, (Lafayette)
To: TOSA/CARE Specialist, 1.0 FTE, (Alice Birney), eff. 7/1/22

Brown, Darcy From: Teacher, 0.8 FTE, (EHS)
To: Teacher, 1.0 FTE, (EHS)

Cody, Teal From: Teacher, 1.0 FTE, (Winship)
To: TOSA/CARE Specialist, 1.0 FTE, (Winship), eff. 7/1/22

Cruz, Sarah From: Counseling Services Director, 1.0 FTE, (Winship)
To: Counseling Services Director, 1.0 FTE, (EHS), eff. 9/26/22

Larson, John Mike From: Teacher, 1.0 FTE, (Grant)
To: TOSA/CARE Specialist, 1.0 FTE, (Grant), eff. 7/1/22

Puzz, Kristi From: Elementary Principal, 205 day work year, (Grant)
To: Middle School Principal, 215 day work year, (Winship), eff. 7/1/22

Voss, Nanette From: Teacher, 1.0 FTE, (EHS)
To: TOSA/CARE Specialist, 0.4 FTE, (EHS), and
Teacher, 0.6 FTE, (EHS), eff. 7/1/22

DAY TO DAY SUBSTITUTE TEACHERS

Barres, Erin Day-to-Day Substitute Teacher, (District), eff. 4/01/22 – 6/17/22

COACHES

Christensen, Jenna Girls Varsity Softball Coach, (EHS), eff. 2021 - 2022
Donaldson, Ryan Boys Tennis Coach, (EHS), eff. 2021 – 2022

Griffith, Karen
Larson, David
Pesch, Scott
Thornburgh, Joel

Boys Golf Coach, (EHS), eff. 2021 – 2022
High School Basketball Coach, (Zoe Barnum), eff. 2021 – 2022
Track Coach, (EHS), eff. 2021 – 2022
Assistant Track Coach, (EHS), eff. 2021 – 2022

CLASSIFIED PERSONNEL

RESIGNATIONS

Gonzalez, Roberta	Instruction Assistant Special Ed III (DW), 7 hrs/day, eff. 6/17/22
Hallowell, Sarah	English Learner Tech (EHS), 4 hrs/day, eff. 6/17/22
Hoover, Brian	Bus Driver (Corp Yard), 5 hrs/day, eff. 6/17/22
Hoover, Brian	Instr Asst Spec Ed II (Wash), 3 hrs/day, eff. 6/17/22
Horne, Paula	Instr Asst Indian Ed (DO), 8 hrs/day, eff. 6/9/22
Jackson, Alycia	Instr Asst Spec Ed III (DW), 7 hrs/day, eff. 6/17/22
Pollero, Katelyn	Preschool Monitor (Lafayette), 3 hrs/day, eff. 6/17/22
Pollero, Katelyn	Lead After-School Program Asst (Lafayette), 4 hrs/day, eff. 6/17/22
Rivera, Stephanie	Literacy Technician (Alice Birney), 3 hrs/day, eff. 6/17/22
Roth, Heaven	Food Service Worker (DW), 7 hrs/day, eff. 6/17/22

ASSIGNMENTS

Bass, Logan	After-School Program Asst (Lafayette), 3 hrs/day, eff. 6/6/22
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SPECIAL APPOINTMENTS

Flores, Vivianna	Monitor Sub, eff. 5/31/22
Flores, Vivianna	Paraprofessional Sub, eff. 5/31/22
German, Elena	Paraprofessional Sub, eff. 6/7/22
Priolo, John	Custodial Sub, eff. 6/9/22
Priolo, John	Maintenance Sub, eff. 6/9/22

CHANGE OF STATUS

Adams, Mark	From: Covid Testing Support Aide (Winship/Zane/ZB), 7 hrs/day To: 39-month Rehire List, eff. 6/17/22
Bengtson, Mikaylah	From: Monitor (Wash), 4 hrs/day, Classroom Aide (Wash), 1 hr/day, and After-School Prog Asst (Wash), 3 hrs/day To: After-School Prog Asst (Wash), 3 hrs/day, eff. 6/17/22
Bonilla de Eden, Norisel	From: Covid Testing Support Aide (Washington), 3 hrs/day and Classroom Aide (Para) (Washington), 4 hrs/day To: Classroom Aide (Para) (Washington), 4 hrs/day and 39-month Rehire List (Covid Test Supp Aide), eff. 6/17/22

Dobie, Caitlin	From: Covid Testing Support Aide (Grant), 2 hrs/day To: 39-month Rehire List, eff. 6/17/22
Giacone, Eric	From: Student Svc Coordinator (Zane), 4 hrs/day and Sr. Clerk Typist (EHS), 4 hrs/day To: Sr. Clerk Typist (EHS), 4 hrs/day and 39-month Rehire List (Student Svc Coord), eff. 6/18/22
Moua, Pang	From: Classroom Aide (Grant), 3 hrs/day and Student Service Coordinator (Grant), 5 hrs/day To: Student Service Coordinator (Grant), 5 hrs/day, eff. 6/17/22
Petit, Linda	From: Covid Testing Support Aide (Laf/AB), 5 hrs/day To: 39-month Rehire List, eff. 6/17/22
Sells, Jessica	From: Covid Testing Support Aide (EHS), 8 hrs/day To: 39-month Rehire List, eff. 6/17/22
Souza, Vanessa	From: Instr Asst Spec Ed III (DW), 6 hrs/day and Monitor (Grant), .5 hrs/day To: Instr Asst Special Ed III (DW), 6 hrs/day, eff. 6/17/22
Wagner, Tiffinie	From: School Bus Driver (CY), 6 hrs/day To: School Bus Driver/Trainer/Dispatcher (CY), 8 hrs/day, eff. 6/1/22
Webb, Hannah	From: Int Clerk Typist (Zane), .5 hr/day and Secondary School Att Clerk (Zane), 3 hrs/day and Secondary Math Tech (Zane), 1.25 hrs/day and After-School Program Asst (AB), 3 hrs/day To: Int Clerk Typist (Zane), .5 hr/day and Secondary School Att Clerk (Zane), 3 hrs/day, eff. 6/17/22

LEAVES

Yehle, Ruthie	From: Instructional Assistant Special Ed III (DW), 7 hrs/day To: Unpaid Leave of Absence, eff. 5/6/22-6/16/22
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AGENDA ITEM

Agenda Title: Approval of Minutes from the Regular Meeting on June 2, 2022 and Special Meetings on June 3, 2022, June 9, 2022, and June 14, 2022

Meeting Date: June 23, 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 June 2, 2022 and Special Meetings on June 3, 2022, June 9, 2022, and June 14, 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

- ▣ Draft Minutes - 06.03.22
- ▣ Draft Minutes - 06.09.22
- ▣ Draft Minutes - 06.02.22

Eureka City Schools | Board of Education
District Office - 2100 J Street - Eureka, CA 95501
(Room 116)

Special Meeting
4:30 PM
June 3, 2022
MINUTES

A. CALL TO ORDER OF STUDY SESSION

President Ollivier called the open session to order at 4:33 p.m.

Members Present: Johnson, Ollivier, Fernandez

Members Absent: Taplin, Duncan

Staff Present: Van Vleck

B. PUBLIC COMMENT ON SPECIAL MEETING ITEMS

No public comment.

C. STUDY SESSION

- (1) Review Candidate Information Sheets for Trustee Area 5 (Submitted by June 4, 2022 - 4:00 p.m. Deadline) and Discuss Schedule for Trustee Area Five Interviews
Referred to the Board by:
Lisa Ollivier, Trustee

The District has received three candidate information sheets reflecting interest the Trustee Area 5 position. After review of the information sheets, the Board determined the interview schedule will take place in the order applications were received, i.e. Jessica Rebholdtz, Jocelyn Gibbons, and Brian Payton.

D. ADJOURNMENT

President Ollivier adjourned the meeting at 4:50 p.m.

Respectfully submitted,

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

Eureka City Schools | Board of Education

District Office - 2100 J Street - Eureka, CA 95501
(Room 116)

Special Meeting

5:00 PM

June 9, 2022

MINUTES

A. CALL TO ORDER OF STUDY SESSION

President Ollivier called the open session to order at 5:01 p.m.

Members Present: Johnson, Ollivier, Fernandez, Duncan, Watson

Members Absent: Taplin

Staff Present: Van Vleck, Storts, Will, Harris

B. PUBLIC COMMENT ON SPECIAL MEETING ITEMS

No public comment.

C. INTERVIEWS | TRUSTEE AREA 5 - ECS GOVERNING BOARD

- (1) Board Determination of Interview Process, Organization, and Interview Questions

Referred to the Board by:

Lisa Ollivier, Trustee

The Board reviewed the questions and determined the question rotation will start with Trustee Duncan. Deliberation will occur via an individual poll of the Board members, to the Board President, with an opportunity to discuss the vote if it is not unanimous.

- (2) Applicant Interview: Jessica Rebholtz (5:10 p.m.)

Referred to the Board by:

Lisa Ollivier, Trustee

- (3) Applicant Interview: Jocelyn Gibbons (5:35 p.m.)

Referred to the Board by:

Lisa Ollivier, Trustee

- (4) Applicant Interview: Brian Payton (6:00 p.m.)

Referred to the Board by:

Lisa Ollivier, Trustee

D. BOARD RECOGNITION

- (5) Board Recognition of Student Board Member Amaya Watson

The Board honored Amaya Watson who has represented the students on the School Board for three years. She has done a wonderful job representing Eureka High School. The Board thanked Amaya for her services. Amaya will receive a \$500 scholarship toward her education.

E. DISCUSSION/ACTION

- (6) Possible Action to Make Provisional Appointment to Fill Vacancy on the Board of Trustees effective on June 19, 2022 (Education Code Section 5091)

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

President Ollivier notes each Trustee will be submitting their vote for the new Trustee to see if the Board has an agreement. Upon review of the submitted names, President Ollivier notes the Board's top candidate is unanimous.

It was M/S by Duncan/Fernandez to provisionally appoint Jessica Rebholtz to the Eureka City Schools Governing Board, effective June 19, 2022. Student Board Member: yes 1, noes 0, absent 0. Governing Board: yes 4, noes 0, absent 1 (Taplin). Motion carried.

The new trustee will be sworn at the regular Board meeting on June 23, 2022.

Board Ollivier announced the provisional appointment of Jessica Rebholtz and directed staff to prepare the Notice of Provisional Appointment.

F. ADJOURNMENT

President Ollivier adjourned the meeting at 6:55 p.m.

Respectfully submitted,

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

Micalyn Harris, Recording Secretary

Eureka City Schools | Board of Education

District Office - 2100 J Street - Eureka, CA 95501
(Room 116)

Regular Meeting

6:30 PM

June 2, 2022

MINUTES

A. CALL TO ORDER OF OPEN SESSION

President Ollivier called the open session to order at 5:30 p.m.

Members Present: Duncan, Johnson, Ollivier, Taplin, Fernandez

Members Absent: None

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

B. PUBLIC COMMENT ON CLOSED SESSION ITEMS

No public comment on closed session items.

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

President Ollivier moved the meeting to closed session to discuss closed session Items C(1) through C(4).

- (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. L(11)
- (3) Public Employee Appointment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. L(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)

D. BOARD RECESS TO EMPLOYEE RECEPTION (Room 114)

The Governing Board recessed to District Office, Room 114, to attend the employee reception for employee of the year recognitions and classified retiree recognitions.

E. RECONVENING OF OPEN SESSION (Room 116)

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

Members Present: Johnson, Ollivier, Fernandez, Duncan, Taplin

Members Absent: Watson

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

F. REPORT OUT FROM CLOSED SESSION

There was no action to report on closed session items.

G. PLEDGE OF ALLEGIANCE TO THE FLAG – Grant Elementary School

Students from Grant Elementary School led the Board in the pledge of allegiance.

H. BOARD RECOGNITION

~~(5) Board Recognition of Student Board Member Amaya Watson~~

(6) Certificated Employee of the Year, Administrator of the Year, and Classified Retiree Recognition

The Board recognized the site's Certificated Employees of the Year and the District Certificated Employee of the Year (Jeanne Wilhelm), Administrator of the Year (Dan Pires), and classified retirees.

I. ADJUSTMENTS TO THE AGENDA

(7) Approval of the Agenda

No adjustments to the Agenda.

It was M/S by Johnson/Ollivier to approve the Agenda. Student Board Representative: yes 0, no 0, absent 1. Governing Board: yes 5, noes 0, absent 0. Motion carried.

J. INFORMATION

(8) Student Reports – No student reports.

(9) Superintendent's Report – Van Vleck notes the Board will be recognizing Trustee Fran Taplin on June 23, 2022. So far, the Board has received two completed applications for the Trustee Area 5 position and three pending applications. The Board interview will take place on June 9, 2022.

(10) Board Members' Reports

Duncan ran into past student Board member, Mileena McKenna, who is doing well. Duncan notes he is very heavy-hearted over the recent school shooting and notes the importance of keeping the students and staff safe. Ollivier has been involved with FFA and is looking forward to summer.

Taplin has appreciated working with the District. She attended Eureka City Schools and taught here for 31 years. She has enjoyed the people she has worked with the children she taught. It has been a pleasure working with Cabinet and ECS Staff.

K. PUBLIC COMMENT ON NON-AGENDA ITEMS

Ruth Mitchell provided a library update to the Board. She reviewed updates from the libraries at Washington, Winship, and Grant. She thanked Tech and Maintenance for the new presentation screen at EHS. Mitchell introduced the new Teacher Librarian, Savannah Polizzi who will be taking over after she retired this year. She thanked the Board for their support and urged funding for the libraries.

Julie Fanucchi addressed the Board as an ECS teacher and parent. She has taught for ECS for 17 years and has been a parent for all of those years. With the changing world, and the lack of training, she is not confident in her abilities to keep her students safe. She needs to know what to do in an active shooter situation. Just like teaching needs to evolve, so do the safety policies and plans. She requested active shooter training and risk assessment for next year.

Byron Zinselmair thanked Mario, Susan, and Mike for meeting with ETA. He notes he was able to share his personality in the personal meetings and appreciated the opportunity to connect. The meetings showed the authenticity and genuineness of the Board members. He is hopeful the interest based bargaining will allow the teachers and the Board to connect in a positive way.

L. CONSENT CALENDAR

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

- (11) Approval of Personnel Report No.15
Referred to the Board by:
Rena Will, Director of Personnel Services and Public Affairs
- (12) Approval of Agreement with Bottom Line Utility Solutions
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services
- (13) Approval of Minutes from the Regular Meeting on May 19, 2022
Referred to the Board by:
Fred Van Vleck, Ed.D., Superintendent
- (14) Approval of Declaration of Equipment as Surplus and Authorization to Sell
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services
- (15) Approval of IXL Learning Agreement
Referred to the Board by:
Gary Storts, Assistant Superintendent of Educational Services
- (16) Approval of Policy Updates from CSBA - December 2021 and Revisions to BB 9400

Referred to the Board by:
Fred Van Vleck, Ed.D., Superintendent

- (17) Approval of 2022-2023 Agreement for Legal Services with Lozano Smith
Referred to the Board by:
Fred Van Vleck, Ed.D., Superintendent

- (18) Approval of Short Term Positions - Painter Assistant/Summer Maintenance (4 positions) and Grounds Maintenance Specialist (3 positions)
Referred to the Board by:
Renaë Will, Director of Personnel Services and Public Affairs

Student Board Representative: yes 0, no 0, absent 1. Governing Board: yes 5, noes 0, absent 0. Motion carried.

M. DISCUSSION/ACTION

- (19) Annual Declaration of Need for Teachers with Emergency Permits and Limited Assignment Permits
Referred to the Board by:
Renaë Will, Director of Personnel Services and Public Affairs

Will notes this is an annual item and this declaration must be on-file in advance in case the District has to hire someone on an emergency permit.

It was M/S by Johnson/Fran to approve the Annual Declaration of Need for Teachers with Emergency Permits and Limited Assignment Permits.
Student Board Representative: yes 0, no 0, absent 1. Governing Board: yes 5, noes 0, absent 0. Motion carried.

N. DISCUSSION

- (20) Local Control Accountability Draft Plan Update
Referred to the Board by:
Gary Storts, Assistant Superintendent of Educational Services

Storts provided the Board with the Local Control Accountability Draft Plan Update. The full LCAP will be available for a public preview on June 23rd. Successes include retaining high quality staff, middle school courses, Zoe Barnum graduation rates, etc. Identified needs include the CAASP scores. He notes Jennifer Johnson is coming over as the Director of Curriculum and Assessment, which will positively impact student learning.

- (21) Eureka City Schools Student Achievement Plan
Referred to the Board by:
Gary Storts, Assistant Superintendent of Educational Services

Storts presented to the Board on the District's student achievement plan. He reviewed a comparison over time on the CAASP data, including ELA and math scores for the state, Humboldt County, and ECS. He notes there is work to be done, which is why the District is implementing a student achievement call. Staff have completed the CALL Survey through WestEd and Storts reviewed the recommendations based on the results of the survey.

- (22) Discussion on Recommendation for Middle School Math Curriculum Adoption, Big Ideas
Referred to the Board by:
Gary Storts, Assistant Superintendent of Educational Services

Storts presented to the Board on the Big Ideas math curriculum. The process for this recommendation and adoption is different than the regular curriculum recommendation process. The current adopted curriculum was compared with Big Ideas mathematics, rather than a comparison of two new curriculums. Storts provided a recap of the Big Ideas curriculum including customized assignments and assessments, feedback received, and teacher evaluations. This is the first review and it will come back to the Board at the next Board meeting on Consent.

- (23) Marshall Family Resource Center Annual Report
Referred to the Board by:
John Leonard, Director of Student Services

Leonard introduced Keri Lockhard, the Coordinator for the Marshall Family Resource. Lockhard presented the Marshall Family Resource Center Annual Report to the Board. She reviewed the locations for the Marshall Family Resource Center (at the DO and Lincoln), staffing, the Coordinator's roles/responsibilities, process for referrals, services requests, COVID-19 response and support, etc.

- (24) Governor's May Revise
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services

Ziegler provided an overview to the Board on the Governor's May Revise. The final budget will be passed on June 15, 2022.

- (25) 2022-23 Eureka City Schools Proposed Budget Update
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services

Ziegler provided an update to the Board on the District's 2022-23 proposed budget. He provided a comparison of the LCFF revenue projections, general fund comparisons, recap of one-time funding, and other funding. The budget will come back to the Board on June 23, 2022.

- (26) Elementary Furniture Update
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services

The District is implementing the standard classroom furniture within the elementary classrooms in line with the Fountas and Pinnell curriculum. The furniture is expected to arrive the week of July 17, 2022. In terms of surplus the current equipment, the District will be reaching out to families to determine if items are needed/useful, then, with any equipment remaining, reach out to local schools, and then to the community.

- (27) Update Regarding the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services

Ziegler provided an update to the Board on the PK/TK grant. The application was turned in at the end of April, and the District has 30 days to provide their documents, which are due June 17, 2022. If the District does not qualify for the hardship funds, it is likely the District will not qualify for the grant funding. The second round would be in April 2023.

O. CLOSED SESSION

Closed session did not continue.

P. RECONVENING OF OPEN SESSION

Not applicable. Closed session did not continue.

Q. REPORT OUT FROM CLOSED SESSION

Not applicable. Closed session did not continue.

R. INFORMATIONAL ONLY ITEMS

- (28) Information Only: July & August 2022 - Review of CDE Calendar of Events

S. ADJOURNMENT

President Ollivier adjourned the meeting at 9:01 p.m.

Respectfully submitted,

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

Micalyn Harris, Recording Secretary

<i>Renae Will to introduce Retirees</i>		
Kevin Ralston	Jean Spurgin - Sr. Food Svc Worker	16 yrs w/ECS

Paul Ziegler	Dan Pires, Dir - Ops/Trans/Risk	26 yrs w/ECS
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Renae Will - to introduce Certificated

<u>Certificated Employee of the Year Nominees</u>		
<i>Elizabeth Rice - Winzler</i>		
Nancy Frey		
<i>Kristin Sobilo - Alice Birney</i>		
Holly Wilson		
<i>Kristi Puzz - Grant</i>		
Emily Kinder		
<i>Quincy Brownfield - Lafayette</i>		
Heather Gaiera		
<i>Teri Silvers - Washington</i>		
Roseann Buchner		
<i>Teri Waterhouse - Winship</i>		
Emily Lancaster		
<i>Tammi Wagner - Zane</i>		
Paige Boone		
<i>Jennifer Johnson - Eureka High School</i>		
Dave Stevens		
<i>Brad Albee - Zoe Barnum</i>		
Jeanne Wilhelm		

Renae Will to introduce teacher of the year

Paul Ziegler

AGENDA ITEM

Agenda Title: Approval of Revision of Warrant Distribution Authorization Form CS-1 and Certification Form CS-7 for 2022-2023
Meeting Date: June 23, 2022
Item: Consent

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

The Governing Board is asked to approve revision of the Warrant Distribution Authorization Form CS-1 and Certification Form CS-7 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)*

Both authorizations are required per Education Code 42632.

Approval of Form CS-1 identifies personnel authorized to receive payroll checks from HCOE and notifies HCOE of the method of directing commercial checks.

Approval of Form CS-7 serves as official notification as to personnel authorized to sign commercial check orders and payroll check orders as agents of the Board.

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 update and when necessary due to personnel changes.

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)*

Paul Zielger, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▢ 2022-2023 CS-1

AUTHORIZATION FOR FISCAL YEAR 2022-2023

CS-1

DATE: June 23, 2022SCHOOL DISTRICT Eureka City Schools**WARRANT DISTRIBUTION AUTHORIZATION***Please complete and return to Humboldt County Office of Education's Business Office.***Please check appropriate box(es).****PAYROLL**☒ Will pick up when ready

Names of persons authorized to pick up payroll warrants:

Richard Baker, Paul Benson, Mario da Costa, Melissa Filomeo, Jacquee Hagans, Sherry Hill, Elizabeth Riggins,
Brandon Ryan, Jennifer Silva, Jen Snipes, Pam Woodward, and Paul ZieglerPlease list an after hours emergency number: 707-441-2429☐ Mail all payroll to: *Individual's Name*
(Postage cost to be reimbursed to HCOE) _____☐ Other (specify) _____**COMMERCIAL WARRANTS**☒ Will pick up when readyPlease list emergency number: 707-441-2429☒ Courier☐ Mail all APY warrants to: *Individual's Name*
(Postage cost to be reimbursed to HCOE) _____☐ Mail all VOL DED warrants to: *Individual's Name*
(Postage cost to be reimbursed to HCOE) _____☐ Other (specify) _____**DISTRICT AUTHORIZATION**

Superintendent or Trustee _____

Return to HCOE Business Office

041/16/BUS/Forms

DATE: June 23, 2022

SCHOOL DISTRICT Eureka City Schools

CERTIFICATION

This is to certify that the Board of Trustees of the above stated School District passed the following motion at its June 23, 2022 meeting authorizing the following to sign commercial warrants and payroll payment orders as agent of the Board.

“It was moved by _____ and
seconded by _____ that_

Fred Van Vleck

Mario da Costa

Gary Storts

Renae Will

Paul Ziegler

Be authorized to sign commercial warrants and payroll payment orders as agent of the Board of trustees of the Eureka City School District.

Ayes (Members’ Names): _____

Noes (Members’ Names): _____

Motion Carried.”

Authorized Signatures:

Mario da Costa

Gary Storts

Fred Van Vleck

Renae Will

Paul Ziegler

Board of Trustees Signatures:

Mike Duncan

Susan Johnson

Lisa Ollivier

Jessica Rebholtz

(signed) Mario Fernandez
Clerk, Board of Trustees

AGENDA ITEM

Agenda Title: Approval of 2022-2023 Food Services Agreement Between Humboldt County Office of Education (HCOE) and Eureka City Schools (ECS) for Glen Paul School and Educational Resource Center

Meeting Date: June 23, 2022

Item: Consent

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

The Governing Board is asked to approve the Food Services Agreement with Humboldt County Office of Education (HCOE) for Glen Paul School and Educational Resource Center Community School.

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

California Education Code Section 35160 permits HCOE to enter into agreement with ECS to provide food services. The term of this agreement is July 1, 2022 through June 30, 2023.

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 \$)*

Revenue received from HCOE will cover expenditures for ECS to provide this service.

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

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▣ 2022-23 Glen Paul Agreement

▣ 2022-23 ERC Agreement



Eureka City Schools

Inspiring academic **E**xcellence, **C**reativity, and the confidence to **S**ucceed – ECS

June 2, 2022

MEMORANDUM

To: Angela West, Director of Fiscal Services
Humboldt County Office of Education

From: Kevin Ralston, Food Services Director
Eureka City Schools

Subject: Glen Paul School and Educational Resource Center Community School (ERC)
Food Service Contract for 2022-2023 school year between HCOE and Eureka
City Schools

Enclosed please find copies of the 2022/2023 school year Food Service Agreement for HCOE and Eureka City Schools.

As we venture out of the COVID pandemic, procurement and product shortages continue to be an issue. With inflationary trends directly affecting our material and operational costs, we will be adjusting the pricing of our contracted meal service to remain compliant with federal regulations regarding nonprofit school foodservice resource management. Our last pricing adjustment was based off of data collected in 2012, and is no longer applicable to current procurement trends.

We are anticipating an estimated 7% increase in food purchasing costs and a 10% increase in supply / service costs for 2022 /23. To reflect these increases we have made the following adjustments:

Contracted Reimbursable Breakfast - \$2.85 per meal
Contracted Reimbursable Lunch - \$4.75 per meal
Delivery Charge - \$8.90

We thank you for your understanding and continued partnership with Eureka City Schools Food Services. Please feel free to call us with any questions, concerns, or comments at (707) 441-2501.

Enclosures

Food Service Department
642 W 14th Street, Eureka, CA 95501 (707) 441-2501
This institution is an equal opportunity provider

FOOD SERVICES AGREEMENT

This is Agreement between the Humboldt County Office of Education (hereinafter referred to as HCOE) and Eureka City Schools (hereinafter referred to as ECS).

WHEREAS, the HCOE is in need of Food Services at their Glen Paul site;

WHEREAS, the Eureka City Schools has available Food Services;

WHEREAS, Education Code Section 35160 provides authority for the ECS to enter into arrangements that are not violative of existing law; and

WHEREAS, Education Code Section 1200 et seq provides authority for HCOE to enter into arrangements that assist school districts;

THEREFORE, the HCOE and Eureka City Schools agree as follows:

1. The term of this agreement is from July 1, 2022, through June 30, 2023.
2. This agreement may be terminated by either party at any time by the giving of sixty (60) days written notice.
3. ECS shall provide breakfasts and lunches, which meet the National School Lunch Program meal requirements, using the Food Base Menu Plan Approach, as well as related services to the HCOE at the Glen Paul School. Services shall include preparation of food, transportation of food to the school site, and transport of equipment back to the ECS kitchen. HCOE/Glen Paul will purchase textured modified or special foods. Meals will include all required components including milk.
4. The HCOE shall pay ECS the sum of \$4.75 per student meal for lunch services and adults will pay ala carte prices. The number of lunches requested will be a set number that is called in prior to the start of service. This number can be adjusted as needed with a phone call to the ECS Food Service Department. ECS may need 24 hours to make the change. Breakfast changes will need 48 hours' notice.
5. ECS shall provide a Food Service Worker at the Glen Paul school site to set-up, serve and clean-up the lunch time meal at the additional cost to HCOE of \$22.19 per hour, for not more than 2.75 hours daily. ECS shall deliver meals at a mutually agreed upon time that works for both parties. HCOE will pay ECS for delivery of meals each school day. ECS will provide a monthly invoice to HCOE for reimbursement. This service may be changed or eliminated with a 60 day written notice by either party.
6. The HCOE shall pay ECS the sum of \$2.85 per student meal for breakfast services and adults will pay ala carte prices. HCOE will agree to pay from a monthly invoice via inter-office transfer for all meals ordered, whether served or not, and will be responsible for keeping eligible meal counts, collecting money, and filing appropriate reimbursement forms.
7. The Glen Paul School staff will be responsible for preparation (heating or removing from refrigerator) and serving food for breakfasts. The breakfast food will be delivered to the Glen Paul kitchen daily by ECS at lunch time for use the following morning. Transport

FOOD SERVICES AGREEMENT

carriers will be used to pack and transport food according to individual classroom counts. These numbers will be used for food amounts to be sent and for billing purposes. These counts will be based on numbers provided by the classroom staff and adjusted as needed with a 24-hour notice. Daily meal counts from individual classrooms are called to the Glen Paul office. ECS staff retrieves the numbers from the office on their arrival and will record the meal count daily on the Order/Transport Record sheets. This information is needed to meet State and Federal requirements and billing to the Glen Paul Center. The record will obtain information needed to meet state and federal requirements. This form needs to stay on site at Glen Paul for their records, and be kept for three years plus the current year. ECS will retain the portion needed for their records.

8. ECS shall have the use of HCOE food commodity entitlement and shall be responsible for ordering and inventory. HCOE will provide necessary utensils, straws, and napkins each day. These supplies may be purchased from ECS for an additional charge.
9. The HCOE shall hold ECS harmless and indemnify it for any and all liability that may result from PVCS actions under this agreement.

ECS shall hold the HCOE harmless and indemnify it for any and all liability that may result from ECS actions under this agreement.

10. The HCOE and ECS shall provide workers compensation coverage for their respective employees. Nothing in this agreement shall be construed as providing that the employees of one entity are employees of the other entity.
11. Notice pursuant to this agreement shall be by first class United States Mail postage prepaid addressed as follows:

Date: _____

By: _____
Angela West, Director of Fiscal Services
Humboldt County Office of Education
901 Myrtle Avenue
Eureka, CA 95501

Date: _____

By: _____
Paul Ziegler, Chief Business Official
Eureka City Schools
2100 J Street
Eureka, CA 95503



Eureka City Schools

Inspiring academic **E**xcellence, **C**reativity, and the confidence to **S**ucceed – ECS

June 2, 2022

MEMORANDUM

To: Angela West, Director of Fiscal Services
Humboldt County Office of Education

From: Kevin Ralston, Food Services Director
Eureka City Schools

Subject: Glen Paul School and Educational Resource Center Community School (ERC)
Food Service Contract for 2022-2023 school year between HCOE and Eureka
City Schools

Enclosed please find copies of the 2022/2023 school year Food Service Agreement for HCOE and Eureka City Schools.

As we venture out of the COVID pandemic, procurement and product shortages continue to be an issue. With inflationary trends directly affecting our material and operational costs, we will be adjusting the pricing of our contracted meal service to remain compliant with federal regulations regarding nonprofit school foodservice resource management. Our last pricing adjustment was based off of data collected in 2012, and is no longer applicable to current procurement trends.

We are anticipating an estimated 7% increase in food purchasing costs and a 10% increase in supply / service costs for 2022 /23. To reflect these increases we have made the following adjustments:

Contracted Reimbursable Breakfast - \$2.85 per meal
Contracted Reimbursable Lunch - \$4.75 per meal
Delivery Charge - \$8.90

We thank you for your understanding and continued partnership with Eureka City Schools Food Services. Please feel free to call us with any questions, concerns, or comments at (707) 441-2501.

Enclosures

Food Service Department
642 W 14th Street, Eureka, CA 95501 (707) 441-2501
This institution is an equal opportunity provider

FOOD SERVICES AGREEMENT

This is Agreement between the Humboldt County Office of Education (hereinafter referred to as HCOE) and Eureka City Schools (hereinafter referred to as ECS).

WHEREAS, the HCOE is in need of Food Services at the Educational Resource Community School (ERC) site at 1820 Sixth Street, Eureka, CA 95501;

WHEREAS, the Eureka City Schools has available Food Services;

WHEREAS, Education Code Section 35160 provides authority for the ECS to enter into arrangements that are not violative of existing law; and

WHEREAS, Education Code Section 1200 et seq provides authority for HCOE to enter into arrangements that assist school districts;

THEREFORE, the HCOE and Eureka City Schools agree as follows:

1. The term of this agreement is from July 1, 2022, through June 30, 2023.
2. This agreement may be terminated by either party at any time by the giving of sixty (60) days written notice.
3. ECS shall provide breakfasts and lunches, which meet the National School Meal Program meal requirements, using the Food Base Menu Plan Approach. Services shall include preparation of food, transportation of food to the school site to the school site. Meals will include all required components including milk.
4. The HCOE shall pay ECS the sum of \$4.75 per student meal for lunch. The number of lunches requested will be a set number that is called in prior to the start of service. This number can be adjusted as needed with a phone call to the ECS Food Service Department the prior day.
5. The HCOE shall pay ECS the sum of \$8.90 per day for delivery of meals to the ERC Community School each day between 11:50 and 12:10 pm. ECS will provide a monthly invoice to HCOE for reimbursement via inter-office transfer.
6. The HCOE shall pay ECS the sum of \$2.85 per student meal for breakfast services and adults will pay ala carte prices. HCOE will agree to pay from a monthly invoice via inter-office transfer for all meals ordered, whether served or not, and will be responsible for keeping eligible meal counts, collecting money, and filing appropriate reimbursement forms.
7. The Community School staff will be responsible for serving meals. Transport carriers will be used to pack and transport food according to individual classroom counts. These numbers will be used for food amounts to be sent and for billing purposes. These counts will be based on numbers provided by the classroom staff the day prior to actual breakfast and recorded on the Order/Transport Record sheets. The Order/Transport Record sheet will be a two-part record that will be completed in part by Eureka City Schools' kitchen staff and in part by the classroom staff. This information is needed to meet State and Federal requirements and billing to the HCOE. The record will obtain

FOOD SERVICES AGREEMENT

information needed to meet state and federal requirements. This form needs to stay on site at ERC for their records, and be kept for three years plus the current year. ECS will retain the portion needed for their records.

- 8. ECS shall have the use of HCOE food commodity entitlement and shall be responsible for ordering and inventory. HCOE will provide necessary utensils, straws, and napkins each day. These supplies may be purchased from ECS for an additional charge.
- 9. The HCOE shall hold ECS harmless and indemnify it for any and all liability that may result from PVCS actions under this agreement.

ECS shall hold the HCOE harmless and indemnify it for any and all liability that may result from ECS actions under this agreement.
- 10. The HCOE and ECS shall provide workers compensation coverage for their respective employees. Nothing in this agreement shall be construed as providing that the employees of one entity are employees of the other entity.
- 11. Notice pursuant to this agreement shall be by first class United States Mail postage prepaid addressed as follows:

Date: _____

By: _____
Angela West, Director of Fiscal Services
Humboldt County Office of Education
901 Myrtle Avenue
Eureka, CA 95501

Date: _____

By: _____
Paul Ziegler, Chief Business Official
Eureka City Schools
2100 J Street
Eureka, CA 95503

AGENDA ITEM

Agenda Title: Approval of 2022-2023 Food Services Agreement Between Pacific View Charter School (PVCS) and Eureka City Schools (ECS)

Meeting Date: June 23, 2022

Item: Consent

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

The Governing Board is asked to approve the agreement between Pacific View Charter School (PVCS) and Eureka City Schools (ECS).

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

PVCS is in need of food services and ECS has the services available. Ed Code 35160 provides authority for ECS to enter into agreements that do not violate existing laws and Ed Code 1200 et seq. provides authority for ECS to enter into arrangements that assist other school districts.

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)*

The Governing Board approved Pacific View Charter School's petition for Independent charter with Eureka City Schools at the March 30, 2017 Board meeting. ECS Food Services also provides similar support to other agencies.

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

PVCS shall pay ECS \$2.85 per student meal for breakfast services and \$4.75 per student meal for lunch services.

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

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

▢ Agreement



Eureka City Schools

Inspiring academic **E**xcellence, **C**reativity, and the confidence to **S**ucceed – ECS

June 2, 2022

MEMORANDUM

To: James Malloy, Director
Pacific View Charter

From: Kevin Ralston, Food Services Director
Eureka City Schools

Subject: Pacific View Charter Food Service Contract for 2022-2023 school year between
Pacific View Charter and Eureka City Schools

Enclosed please find copies of the 2022/2023 school year Food Service Agreement for Pacific View Charter and Eureka City Schools.

As we venture out of the COVID pandemic, procurement and product shortages continue to be an issue. With inflationary trends directly affecting our material and operational costs, we will be adjusting the pricing of our contracted meal service to remain compliant with federal regulations regarding nonprofit school foodservice resource management. Our last pricing adjustment was based off of data collected in 2012, and is no longer applicable to current procurement trends.

We are anticipating an estimated 7% increase in food purchasing costs and a 10% increase in supply / service costs for 2022 /23. To reflect these increases we have made the following adjustments:

Contracted Reimbursable Breakfast - \$2.85 per meal

Contracted Reimbursable Lunch - \$4.75 per meal

Delivery Charge - \$8.90

We thank you for your understanding and continued partnership with Eureka City Schools Food Services. Please feel free to call us with any questions, concerns, or comments at (707) 441-2501.

Enclosures

Food Service Department
642 W 14th Street, Eureka, CA 95501 (707) 441-2501
This institution is an equal opportunity provider

FOOD SERVICES AGREEMENT

This is Agreement between Pacific View Charter School (hereinafter referred to as PVCS) and Eureka City Schools (hereinafter referred to as ECS).

WHEREAS, Pacific View Charter School is in need of Food Services.

WHEREAS, the Eureka City Schools has available Food Services;

WHEREAS, Education Code Section 35160 provides authority for the ECS to enter into arrangements that are not violative of existing law; and

WHEREAS, Education Code Section 1200 et seq provides authority for ECS to enter into arrangements that assist school districts;

THEREFORE, Pacific View Charter School and Eureka City Schools agree as follows:

1. The term of this agreement is from July 1, 2022, through June 30, 2023.
2. This agreement may be terminated by either party at any time by the giving of sixty (60) days written notice.
3. ECS shall provide lunch that meets the National School Lunch Program meal requirements. Services to PVCS shall include preparation of food, transportation of food to sites located at 115 Henderson Street and to 2937 Moore Avenue in Eureka, CA. Meals will include all required components including milk.
4. PVCS shall pay ECS the sum of \$ 4.75 per student meal for lunch services. PVCS will email a set meal count to the Central Kitchen each day by 9:30 am for the following day for both sites. This number will be the minimum number of meals billed. Additional meals ordered late may be provided if there is enough prepared food available, to be billed at a per-meal charge for each extra meal.
5. ECS shall deliver meals to both PVCS sites at a mutually agreed upon time that works for both parties. PVCS will pay ECS for delivery of meals each school day. Delivery charges will include an hourly wage and mileage billed monthly.
6. PVCS shall pay ECS the sum of \$2.85 per student meal for breakfast services. PVCS will agree to pay from a monthly invoice for all meals ordered, whether served or not, and will be responsible for keeping eligible meal counts, collecting money, and filing appropriate reimbursement forms.
7. PVCS staff will be responsible for serving meals. The daily transport record will be a two-part record that will be completed in part by ECS kitchen staff and in part by PVCS staff. The record will obtain information needed to meet state and federal requirements. This form needs to stay on site at PVCS for their records, and be kept for three years plus the current year. ECS will retain the portion needed for their records.
8. ECS shall have the use of PVCS food commodity entitlement and shall be responsible for ordering and inventory. PVCS will provide necessary utensils, straws, and napkins each day. These supplies may be purchased from ECS for an additional charge.

FOOD SERVICES AGREEMENT

9. PVCS shall hold ECS harmless and indemnify it for any and all liability that may result from PVCS actions under this agreement.

ECS shall hold PVCS harmless and indemnify it for any and all liability that may result from ECS actions under this agreement.

10. PVCS and ECS shall provide workers compensation coverage for their respective employees. Nothing in this agreement shall be construed as providing that the employees of one entity are employees of the other entity.
11. Notice pursuant to this agreement shall be by first class United States Mail postage prepaid addressed as follows:

Date: 6-2-22
By: Jim Malloy
Jim Malloy, Director
Pacific View Charter School
115 Henderson Street
Eureka, CA 95501

Date: 6/6/22
By: Paul Ziegler
Paul Ziegler, Assistant Superintendent
Eureka City Schools
2100 J Street
Eureka, CA 95503

AGENDA ITEM

Agenda Title: Approval of May 2022 Warrants

Meeting Date: June 23, 2022

Item: Consent

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

The Governing Board is asked to approve the attached list of warrants issued during the month of May 2022.

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

Education Code section 17605 allows the District's Board to "adopt a rule, delegating to any officer or employee...the authority to purchase supplies, materials, apparatus, equipment, and services" that do not exceed the amount specified in section 20111 of the Public Contract Code. However, Education Code 35161 requires the Board to retain "ultimate responsibility over the performance of those powers or duties so delegated". As a result, it is recommended that the Governing Board ratify or approve actions taken by the designees.

STRATEGIC PLAN/PRIORITY AREA:

Applied to the "Fiscal Integrity of the District" portion of the Strategic Plan

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

This issue was discussed at the February 27, 2014 Board meeting. It was agreed that the Warrant listings would come to the Board for review and approval on a monthly basis.

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

For May 2022, the District issued 302 warrants totaling \$2,634,133.73.

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

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

▢ May 2022 Warrants

Checks Dated 05/01/2022 through 05/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000168270	05/02/2022	ADVANCED SECURITY SYSTEMS	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES	426.08	
			01-4400	EHS ALARM SYSTEM PURCHASE	4,677.74	
			01-5800	BLANKET PO FOR MATERIALS AND SUPPLIES	770.00	5,873.82
3000168271	05/02/2022	BUSWEST	01-4362	Thomas school bus replacement parts		397.37
3000168272	05/02/2022	CAMPTON ELECTRIC	01-4381	BLANKET PO FOR MATERIALS		780.99
3000168273	05/02/2022	CDW-G	01-4445	ORDER: Library Computers		14,666.72
3000168274	05/02/2022	CRYSTAL CREAMERY	13-4710	BLANKET PO: Dairy purchases		7,735.63
3000168275	05/02/2022	ECOLAB PEST ELIMINATION DIVISN	01-4377	EHS PEST CONTROL		50.00
3000168276	05/02/2022	EUREKA ACE HARDWARE	01-4381	MAINT. OPEN PO FOR SUPPLIES		20.46
3000168277	05/02/2022	EUREKA GLASS CO.	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES.		632.06
3000168278	05/02/2022	KERRY ACHANE	01-5861	TB TEST		25.00
3000168279	05/02/2022	SCHOOL NURSE SUPPLY	01-4310	Blanket PO for health supplies		1,406.54
3000168280	05/02/2022	SHAFER'S HARDWARE	01-4377	MAINT. OPEN PO FOR SUPPLIES	32.72	
			01-4381	MAINT. OPEN PO FOR SUPPLIES	124.69	157.41
3000168281	05/02/2022	U.S. BANK EQUIPMENT	01-5623	WINSHIP COPIER LEASE 500-0531060		347.89
3000168496	05/05/2022	AT&T	01-5909	Site phone bills 9391027150		6,339.54
3000168497	05/05/2022	BUSWEST	01-4362	OPEN PO: Thomas school bus replacement parts		917.40
3000168498	05/05/2022	CITY OF EUREKA	01-5100	AFTER SCH PROG STAFFING		85,486.58
3000168499	05/05/2022	CITY OF EUREKA - ALARMS	01-5800	EHS FALSE ALARMS		150.00
3000168500	05/05/2022	ENVOY PLAN SERVICES TSA CONSULTING	01-3901	OPEN PO: Fred Van Vleck Monthly Annuity Pmts.		150.00
3000168501	05/05/2022	EUREKA NAPA AUTO	01-4362	supplies and parts for vehicles		306.07
3000168502	05/05/2022	FASTENAL COMPANY	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		12.84
3000168503	05/05/2022	HCI AUDIOMETRICS INC.	01-5800	MAIL PO to vendor		346.18
3000168504	05/05/2022	HUMBOLDT COMM SERVICES DIST	01-5530	WATER - GRANT/WINSHIP/LAF		439.67
3000168505	05/05/2022	HUMBOLDT FASTENERS	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		42.35
3000168506	05/05/2022	HUMBOLDT UNITARIAN UNIVERSALIST FELLOWSHIP	01-5612	BLDG RENTAL MEETINGS/CONF		1,450.00
3000168507	05/05/2022	MAC'S REFRIGERATION SERVICE	13-5800	Emergency Refrigeration repairs		333.52
3000168508	05/05/2022	MENDES SUPPLY	01-4374	ORDER: EHS Gym floor finish	3,875.15	
			01-9320	VFS Restock	14,517.72	18,392.87
3000168509	05/05/2022	MILLER FARMS NURSERY	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES		1,342.08

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

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Checks Dated 05/01/2022 through 05/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000168510	05/05/2022	MISSION LINEN	12-5800	Open PO for Mission Linen biweekly rug service		18.31
3000168511	05/05/2022	NILSEN FEED	01-4377	BLANKET PO - GROUNDS		764.53
3000168512	05/05/2022	NORTH COAST LABS	01-5800	Storm water testing		150.00
3000168513	05/05/2022	OVERDRIVE INC	01-4210	EHS LOTTERY: INVOICE PENDING: OVERDRIVE		349.53
3000168514	05/05/2022	PACIFIC GAS AND ELECTRIC	01-5520	EHS ONLY ELECT.	9,875.17	
				OPEN PO - ELECTRICITY COSTS - ALL SITES	28,445.36	
			12-5520	OPEN PO - ELECTRICITY COSTS - ALL SITES	597.91	38,918.44
3000168515	05/05/2022	PETERMAN, AMY	01-5800	Coaching - Storts	1,500.00	
				COACHING WAGNER	3,000.00	4,500.00
3000168516	05/05/2022	PIERSON BLDG CENTER	01-4310	EHS BLANKET PO WOODSHOP	58.60	
			01-4381	Blanket PO for supplies and materials	148.26	206.86
3000168517	05/05/2022	PIONEER HEALTHCARE SVCS ACCOUNTING OFFICE	01-5800	OPEN PO for SLP contracted services		3,440.00
3000168518	05/05/2022	PLATT ELEC SUPPLY INC	01-4381	MAINTENANCE - BLANKET PO		7.10
3000168519	05/05/2022	PRO PACIFIC FRESH	13-4710	BLANKET PO: Food purchases		3,094.10
3000168520	05/05/2022	S & L FOOD SALES CO.	13-4396	Open PO: Food & Supplies (REPLACES BPO22-00006)	1,729.40	
			13-4710	Open PO: Food & Supplies (REPLACES BPO22-00006)	7,378.86	9,108.26
3000168521	05/05/2022	SYSCO	13-4396	OPEN PO: Food & Supplies (REPLACES BPO22-00004)	752.86	
			13-4710	OPEN PO: Food & Supplies (REPLACES BPO22-00004)	10,406.01	11,158.87
3000168522	05/05/2022	U.S. BANK CORPORATE PMT	01-4310	blackmagicdesign.com	295.00	
				class curriculum WA	2,595.78	
				ISTE Certification - (Damon Brooks req.)	699.00	
				ORDER Omnicheer (ASB to pay?) Cheer uniforms	59.82	
				ORDER: Office supplies (Staples)	40.47	
				storage boxes	1,087.48	
			01-5210	Best Western Plus Dixon reservations (Davis, CA)	1,366.02	
				FFA Best Western 14 rooms	7,994.90	
			01-9320	VFS: Restock COSTCO	109.19	
			13-4400	Webstrauant Store - hot food cabinet	2,188.99	

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Checks Dated 05/01/2022 through 05/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000168522				Unpaid Tax	219.78-	16,216.87
3000168807	05/09/2022	A-Z BUS SALES INC.	01-4362	OPEN PO: Blue Bird school bus replacement parts		490.58
3000168808	05/09/2022	Abercrombie, Melani E	01-5201	CPI TRVL MILEAGE	326.43	
			01-5203	CPI TRAINING MEALS	370.00	
			01-5210	CPI LODGING	843.88	1,540.31
3000168809	05/09/2022	Adams, Mark C	01-5201	COVID MILEAGE		9.88
3000168810	05/09/2022	Boyd, Sarah J	01-5201	MILEAGE		32.11
3000168811	05/09/2022	BROWN, MORGAN	01-5800	INTERPRETING		356.25
3000168812	05/09/2022	CALIF SCHOOLS DENTAL COALITION KEENAN & ASSOCIATES, ADMIN	68-9135	21-22 DENTAL SHORTFALL		30,000.00
3000168813	05/09/2022	CALIF SCHOOLS DENTAL COALITION KEENAN & ASSOCIATES, ADMIN	68-9135	Dental ins. - June 2022		40,375.00
3000168814	05/09/2022	CALIF. SCHOOLS VISION COALITN KEENAN & ASSOCIATES, ADMIN	67-9135	21-22 VISION SHORTFALL		30,000.00
3000168815	05/09/2022	CALIF. SCHOOLS VISION COALITN KEENAN & ASSOCIATES, ADMIN	67-9135	VISION INS JUNE 2022		6,245.00
3000168816	05/09/2022	CAROLINA BIOLOGICAL SUPPLY	95-4310	ORDER: Energy kits for physics		1,814.45
3000168817	05/09/2022	CDW-G	01-4310	Please order	323.60	
			01-4400	ORDER: District Projector Replacements	1,405.68	
				ORDER: DO 108 conference gear	1,236.74	2,966.02
3000168818	05/09/2022	Chadwell, Sierra	01-5713	IEP TRANSP SVCS		73.71
3000168819	05/09/2022	CITY OF EUREKA	01-5530	WATER - C.Y.	702.88	
				WATER - EHS	2,354.27	
				WATER - WASHINGTON	1,950.79	
				WATER- EHS 2	440.31	
			11-5861	OPEN PO - CNA FINGERPRINTING	603.00	6,051.25
3000168820	05/09/2022	COASTAL BUSINESS SYS INC	01-5623	Folding machine lease		568.38
3000168821	05/09/2022	CRISIS PREVENTION INSTITUTE	01-5207	INVOICE for registration		4,999.00
3000168822	05/09/2022	CRYSTAL CREAMERY	13-4710	BLANKET PO: Dairy purchases		2,533.75
3000168823	05/09/2022	CURRICULUM ASSOCIATES LLC	01-4314	OPEN PO for SPED teacher materials		643.70
3000168824	05/09/2022	DEMCO	95-4310	ORDER: Library Supplies		181.53
3000168825	05/09/2022	Doyle, Brian	01-5201	MILEAGE		35.39
3000168826	05/09/2022	Dutra, Laurie J	13-5201	MILEAGE		107.64
3000168827	05/09/2022	ENTERPRISE RENT-A-CAR ATTN: ACCTS RECEIVABLE	01-5618	OPEN PO ATHLETICS TRAVEL		804.95
3000168828	05/09/2022	EUREKA RUBBER STAMP CO	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES.		40.37

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Checks Dated 05/01/2022 through 05/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000168829	05/09/2022	FRANZ FAMILY BAKERIES	13-4710	BLANKET PO: Bread purchases		490.38
3000168830	05/09/2022	GARCIA, NICHOLAS	01-5861	FINGERPRINTING		25.00
3000168831	05/09/2022	GOLD STAR FOODS	13-4710	BLANKET PO - Food purchases		6,178.54
3000168832	05/09/2022	Grant, Janis	01-5201	MILEAGE		23.75
3000168833	05/09/2022	HSU SPONSORED PROGRAMS FOUND	01-5800	Invoice - MSW HSU PROGRAM		1,038.90
3000168834	05/09/2022	HUMBOLDT COMM SERVICES DIST	01-5530	WATER - GRANT/WINSHIP/LAF		859.64
3000168835	05/09/2022	HUMBOLDT TOWING INC.	01-5800	towing vehicles		157.50
3000168836	05/09/2022	INGOMAR CLUB	01-4393	EVERY STU SUCCEED AWRDS		4,195.79
3000168837	05/09/2022	J.W. PEPPER & SON INC.	01-4310	EHS LOTTERY BLANKET PO FOR SUPPLIES		33.02
3000168838	05/09/2022	J.W. PEPPER & SON INC.	01-4310	EHS Sup/Con - Open PO for Music		70.76
3000168839	05/09/2022	Khounsinvong, Chellyn N	13-5201	MILEAGE		25.44
3000168840	05/09/2022	Kobernik, Jenny L	01-5201	MILEAGE		35.68
3000168841	05/09/2022	Lockard, Keri	01-4310	MFRC SUPPLIES		1,820.99
3000168842	05/09/2022	MAC'S REFRIGERATION SERVICE	13-5800	Emergency Refrigeration repairs		144.96
3000168843	05/09/2022	McCarthy, Leonard R	13-5201	MILEAGE		27.09
3000168844	05/09/2022	McHugh, Daniel C	13-5201	MILEAGE		35.98
3000168845	05/09/2022	MIDAMERICA BOOKS	95-4310	LIBRARY BOOKS		360.86
3000168846	05/09/2022	Miller, Heather J	01-5201	HERITAGE CTR	348.00	
				MILEAGE	34.63	
			01-5203	HERITAGE CTR MEALS	256.00	638.63
3000168847	05/09/2022	Mitchell, Ruth E	01-5201	MILEAGE		73.65
3000168848	05/09/2022	Moak, Ashlee A	01-5201	MILEAGE		29.19
3000168849	05/09/2022	POWE, MICHAEL	01-5861	FINGERPRINTING		25.00
3000168850	05/09/2022	POWELL LANDSCAPE MATERIALS	23-6170	*BOND INVOICE* WINSHIP FENCE SUPPLIES		119.08
3000168851	05/09/2022	Ralston, Kevin R	13-5201	APRIL 2022 MILES		41.76
3000168852	05/09/2022	RAMONE'S BAKERY & CAFE	01-4392	P.D. REFRESHMENTS		935.02
3000168853	05/09/2022	Roth, Heaven R	13-5201	MILEAGE		14.04
3000168854	05/09/2022	SCHMIDBAUER LUMBER CO	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES	5.92-	
			23-6170	*BOND INVOICE* WINSHIP FENCE SUPPLIES	23.82	17.90
3000168855	05/09/2022	SHRED AWARE LLC	01-5800	INVOICE; Open PO: Contracted Services		152.44
3000168856	05/09/2022	SISC III	01-9537	MAY 2022 MEDICAL INS		596,635.00
3000168857	05/09/2022	Spelick, Nicki J	95-4310	ASES - ZANE PIZZA PARTY		129.82
3000168858	05/09/2022	T-MOBILE	01-5921	HOTSPOTS		16,920.00
3000168859	05/09/2022	U.S. BANK EQUIPMENT	01-5623	A.B. COPIER LEASE	1,078.19	

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

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Checks Dated 05/01/2022 through 05/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000168859	05/09/2022	U.S. BANK EQUIPMENT		BRIDGES - COPIER LEASE 500-0589727	130.11	
				CORP YARD COPIER LEASE 500-0582294	111.29	
			11-5637	CNA COPIER LEASE 500-0589729	112.62	
			12-5623	OPEN PO - WCC COPIER LEASE 500-0559297	290.76	1,722.97
3000168860	05/09/2022	UNITED RENTALS	23-6170	*BOND INVOICE* WINSHIP FENCE SUPPLIES		576.51
3000168861	05/09/2022	VERIZON WIRELESS	01-5921	MOBILE / DISTANCE LEARNING	88.66	
			01-5922	MOBILE / DISTANCE LEARNING	1,534.18	1,622.84
3000168862	05/09/2022	WALKLEY, MEG	01-5800	STAFF DEV / TRAINING		4,700.00
3000168863	05/09/2022	Zystro, Lisa M	01-5201	MILEAGE		17.43
3000169217	05/12/2022	ACCURATE DRUG TESTING SERVICES	01-5864	OPEN PO:DOT driver's physical examination		100.00
3000169218	05/12/2022	ACSA ASSOC OF CA SCHOOL ADMIN	01-5300	MAY 2022 PAYROLL		501.95
3000169219	05/12/2022	Agliolo, Kristy M	01-4310	ART SUPPLIES		318.98
3000169220	05/12/2022	AIRGAS	01-4310	BLANKET PO AG		11.39
3000169221	05/12/2022	Allen, Katherine D	01-5201	MILEAGE		20.06
3000169222	05/12/2022	Amazon Capital Services	01-4210	EHS LOTTERY: ORDER Library books	196.03	
				EHS LOTTERY: ORDER: MARCH LIBRARY AMAZON	285.84	
			01-4310	ORDER: EHS Lottery presenter mouse world lang.	85.90	
				ORDER: EHS Lottery: instructional supplies	512.26	
				ORDER: Library Amazon List 1	389.00	
				ORDER: Library List 2 Amazon	267.81	
				ORDER: Library List 3 Amazon	664.25	
				ORDER: Packing and shipping supplies	239.05	
			01-5207	PO22-00548 BOOKS CREDIT	196.60-	2,443.54
3000169223	05/12/2022	AMERICAN STAR	01-5851	OPEN PO FOR SECURITY SVCS		2,948.00
3000169224	05/12/2022	AMN HEALTHCARE ALLIED INC	01-5800	OPEN PO for SLP contracted service invoices		7,600.00
3000169225	05/12/2022	ANIXTER INC	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		156.47
3000169226	05/12/2022	Behrens, Edith L	01-5201	MILEAGE		22.58
3000169227	05/12/2022	Berti, Jessica L	01-5201	MILEAGE		6.20
3000169228	05/12/2022	BICOASTAL MEDIA	01-5831	ADVERTISING		200.00
3000169229	05/12/2022	BRINK'S INCORPORATED *	01-5800	Open PO - Courier Service		301.36
3000169230	05/12/2022	CAMPTON ELECTRIC	01-4381	BLANKET PO FOR MATERIALS		49.42

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

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Checks Dated 05/01/2022 through 05/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000169231	05/12/2022	CDW-G	01-4351	ORDER: EHS Lottery. Headset for attendance office.	418.86	
			01-4400	ORDER: Frontrow Classroom Audio	1,841.97	
			01-4445	ORDER: Tech Computers	1,879.08	4,139.91
3000169232	05/12/2022	CITY OF EUREKA - ALARMS	01-5800	2151 S False Alarms		45.00
3000169233	05/12/2022	Cringle, Nancy L	01-5210	EHS TRACK PER DIEM		74.00
3000169234	05/12/2022	CRYSTAL CREAMERY	13-4710	BLANKET PO: Dairy purchases		719.09
3000169235	05/12/2022	DEMCO	01-4210	EHS LOTTERY: ORDER: LIBRARY DEMCO ORDER		382.17
3000169236	05/12/2022	DOCUMENT TRACKING SERVICES	01-5800	OPEN PO for translated documents		3,761.92
3000169237	05/12/2022	ECOLAB PEST ELIMINATION DIVISN	13-5800	Pest control svcs school kitchens bimonthly		1,477.54
3000169238	05/12/2022	EUREKA ACE HARDWARE	01-4310	AG - SHAMP	11.16	
			01-4381	MAINT. OPEN PO FOR SUPPLIES	24.76	35.92
3000169239	05/12/2022	EUREKA NAPA AUTO	01-4310	PERKINS - EHS AUTO	2,440.68	
			01-4362	supplies and parts for vehicles	635.08	3,075.76
3000169240	05/12/2022	FASTENAL COMPANY	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		75.23
3000169241	05/12/2022	FRANZ FAMILY BAKERIES	13-4710	BLANKET PO: Bread purchases		358.50
3000169242	05/12/2022	Fulcrum Magagement Solutions	01-4312	Send POs w/ contract: ThoughtExchange payment 1		4,000.00
3000169243	05/12/2022	Garrett, Misty S	01-5715	EHS TRACK PER DIEM		74.00
3000169244	05/12/2022	Goddi, Martin	01-4310	WINSHIP KITE PROJECT SUPPL		59.71
3000169245	05/12/2022	HUMBOLDT FASTENERS	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		492.59
3000169246	05/12/2022	Hutcheon, Tara L	01-4310	PE VESTS		163.09
3000169247	05/12/2022	Ivanov, Lucee B	01-4310	CLASS SUPPLIES		42.24
3000169248	05/12/2022	James, Tiffany G	01-5720	CASBO PER DIEM		235.00
3000169249	05/12/2022	Jouaneh, Lisa M	01-4310	WINSHIP MUSIC SUPPLIES		73.47
3000169250	05/12/2022	KEENAN SUPPLY	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES.		130.82
3000169251	05/12/2022	Lockard, Keri	01-5210	FOSTER YOUTH SUMMIT TRVL		168.01
3000169252	05/12/2022	MENDES SUPPLY	01-9320	VFS Restock		4,763.06
3000169253	05/12/2022	MICROSCOPE WORLD	01-4310	ORDER Microscopes		1,209.40
3000169254	05/12/2022	NAPA AUTO PARTS OF EUREKA	01-4310	EHS AUTO	292.08	
			01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES	86.55	378.63
3000169255	05/12/2022	NILSEN FEED	01-4377	BLANKET PO - GROUNDS		357.11
3000169256	05/12/2022	NOODLETOOLS	01-4212	EHS SUBSCRIPTION		360.00

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000169257	05/12/2022	NORTH COAST LABS	01-5800	Storm water testing		150.00
3000169258	05/12/2022	NORTHCOAST PARTNERS INC D/B/A CRYSTAL SPRINGS BOTTLED WATER	01-5800	ANNUAL OPEN PO FOR OFFICE WATER SERVICE OPEN PO - CRYSTAL SPRINGS WATER	50.00 426.00	476.00
3000169259	05/12/2022	PACIFIC PAPER	01-4310	Blanket PO for Office/Class Supplies		57.89
3000169260	05/12/2022	PARADIGM HEALTH CARE SERVICES	01-5800	OPEN PO FOR LEA BILLING		1,044.08
3000169261	05/12/2022	PIERSON BLDG CENTER	01-4310	EHS BLANKET PO WOODSHOP	127.47	
			01-4377	Blanket PO for supplies and materials	34.91	
			01-4381	Blanket PO for supplies and materials	483.10	
			23-6170	*BOND INVOICE* WINSHIP FENCE SUPPLIES	69.79	715.27
3000169262	05/12/2022	PIONEER HEALTHCARE SVCS ACCOUNTING OFFICE	01-5800	OPEN PO for SLP contracted services		3,311.00
3000169263	05/12/2022	PLATT ELEC SUPPLY INC	01-4381	MAINTENANCE - BLANKET PO		39.44
3000169264	05/12/2022	PRESENCE LEARNING INC	01-5800	OPEN PO for Speech Services		25,789.20
3000169265	05/12/2022	PRO PACIFIC FRESH	13-4710	BLANKET PO: Food purchases		8,613.03
3000169266	05/12/2022	Ralston, Kevin R	13-4396	REIMB STEAM TABLE PANS		655.45
3000169267	05/12/2022	Riggins, Elizebeth E	01-5861	FINGERPRINTING		25.00
3000169268	05/12/2022	S & L FOOD SALES CO.	13-4396	Open PO: Food & Supplies (REPLACES BPO22-00006)	2,000.19	
			13-4710	Open PO: Food & Supplies (REPLACES BPO22-00006)	6,066.85	8,067.04
3000169269	05/12/2022	SCHMIDBAUER LUMBER CO	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES	.55	
			01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES	862.69	863.24
3000169270	05/12/2022	SCHOOL AND COLLEGE LEGAL SERV.	01-5207	OPEN PO for training registration	90.00	
				Workshop Registration: Health Leave Rights	75.00	165.00
3000169271	05/12/2022	SEQUOIA FLORAL INTERNATIONAL	01-4310	BLANKET PO AG		644.66
3000169272	05/12/2022	SHAFER'S HARDWARE	01-4377	MAINT. OPEN PO FOR SUPPLIES	33.93	
			01-4381	MAINT. OPEN PO FOR SUPPLIES	9.37	43.30
3000169273	05/12/2022	SILKE COMMUNICATIONS	01-6400	BLANKET PO for Teacher Equipment (formerly RWS)		986.79
3000169274	05/12/2022	SLAKEY BROTHERS	01-4381	OPEN PO FOR MAINT SUPPL		155.14
3000169275	05/12/2022	Smith, Alicia E	01-4310	CLASSROOM SUPPLIES		144.10
3000169276	05/12/2022	Souza, Salvadore D	01-4310	ASES-WASH SUPPLIES	173.04	
			95-4310	ASES SUPPLIES	24.78	197.82

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3000169277	05/12/2022	STAPLES CREDIT	01-4310	ANNUAL Open PO for Office Supplies - ACCT # ON PO!		373.87
3000169278	05/12/2022	SYSICO	13-4396	OPEN PO: Food & Supplies (REPLACES BPO22-00004)	779.54	
			13-4710	OPEN PO: Food & Supplies (REPLACES BPO22-00004)	9,047.78	9,827.32
3000169279	05/12/2022	THRIFTY SUPPLY CO	01-4381	OPEN PO FOR MAINT. SUPPLIES		109.88
3000169280	05/12/2022	TIMES STANDARD TRI-CITY WEEKLY	01-5831	INVOICE: Advertising		385.18
3000169281	05/12/2022	Tollefson, Amy E	01-5861	FINGERPRINTING		25.00
3000169282	05/12/2022	U.S. BANK CORPORATE PMT	01-4310	CPU COOLER / UPS BATTERY	202.54	
				TECH SUPPLIES	564.06	
			01-4341	ADOBE CREATIVE	359.88	
				SOFTWARE CLOUD BACKUP FEB	422.62	
				SOFTWARE SSL CERT	268.00	
				ZOOM LIC FOR BOARD	199.90	
			01-4400	AUDIO EQUIP	1,372.72	
			01-4445	COMPUTER PARTS SERVER DR	1,452.67	
				PARTS - TOWER CHASSIS	129.29	
				PARTS 2.5 SSD STORAGE DR	239.18	
				PARTS CHASSIS FANS	68.89	5,279.75
3000169283	05/12/2022	U.S. BANK EQUIPMENT	01-5623	EHS COPIER / FAX ACCESS		181.26
3000169284	05/12/2022	VALLEY PACIFIC	01-4364	OPEN PO FOR FUEL	5,105.95	
			01-4365	OPEN PO FOR FUEL	4,704.91	9,810.86
3000169285	05/12/2022	WESTERN CHAIN SAW	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES		54.52
3000169286	05/12/2022	ZAYNA ABUESHSHEIKH	01-5861	FINGERPINTING		25.00
3000169471	05/16/2022	AMN HEALTHCARE ALLIED INC	01-5800	OPEN PO for SLP contracted service invoices		3,800.00
3000169472	05/16/2022	Anderson, Erin	01-4310	PBIS AWARDS/CLASS SUPPL		89.41
3000169473	05/16/2022	ANIXTER INC	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		2,335.33
3000169474	05/16/2022	CDW-G	01-4310	Please order	323.60	
			01-4400	ORDER: Lightspeed Classroom Audio	7,479.47	7,803.07
3000169475	05/16/2022	Cotter, Sara M	01-4310	CLASS SUPPLIES		138.67
3000169476	05/16/2022	Crandell, Joan C	01-4310	PBIS AWARDS	8.99	
				SCIENCE CLASS SUPPL	27.95	36.94
3000169477	05/16/2022	DOJ OFFICE OF THE ATTORNEY GENERAL	01-5861	Open PO for Volunteer Fingerprinting		778.00

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000169478	05/16/2022	Eicher, Chloe L	01-4310	SPEECH EVAL SUBSCR		12.99
3000169479	05/16/2022	ENGLUND MARINE SUPPLY	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		122.46
3000169480	05/16/2022	EUREKA GLASS CO.	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES.		48.77
3000169481	05/16/2022	EUREKA HIGH SCHOOL	01-5618	REIMB ASB PD CAR RENTAL		352.49
3000169482	05/16/2022	EUREKA OXYGEN	01-5623	Open PO for tank rentals		187.00
3000169483	05/16/2022	FASTENAL COMPANY	01-4362	parts and supplies	21.18	
			01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES	82.11	103.29
3000169484	05/16/2022	FIN-N-FEATHER	01-4310	BLANKET PO FIN & FEATHER		24.74
3000169485	05/16/2022	FRANZ FAMILY BAKERIES	13-4710	BLANKET PO: Bread purchases		411.97
3000169486	05/16/2022	GOSSELIN AND SONS	01-4366	OPEN PO: replacement and repair of tires		1,154.57
3000169487	05/16/2022	Hammons, Trevor	01-4310	STUDENT OF MONTH PRIZE		43.48
3000169488	05/16/2022	HUMBOLDT WASTE MANAGEMENT AUTH	01-5511	OPEN PO for Waste Disposal	5,913.35	
			01-5800	Open PO for electronic waste disposal	17.50	5,930.85
3000169489	05/16/2022	Johnson, Jennifer L	01-5210	ASCA CONF PER DIEM		69.00
3000169490	05/16/2022	Manion-Uselton, Hilary S	01-4310	AWARDS		88.77
3000169491	05/16/2022	McGibbon, Melinda R	01-4310	CIS SUPPLIES		28.53
3000169492	05/16/2022	MENDES SUPPLY	01-9320	VFS Restock		458.89
3000169493	05/16/2022	MISSION LINEN	12-5800	Open PO for Mission Linen biweekly rug service		18.31
3000169494	05/16/2022	NILSEN FEED	01-4377	BLANKET PO - GROUNDS		16.37
3000169495	05/16/2022	Pambianco, Teresa S	01-4310	TESTING SUPPLIES		44.92
3000169496	05/16/2022	Pelren, Harmony	01-5201	MILEAGE		26.62
3000169497	05/16/2022	PIONEER HEALTHCARE SVCS ACCOUNTING OFFICE	01-5800	OPEN PO for SLP contracted services		2,752.00
3000169498	05/16/2022	POWELL LANDSCAPE MATERIALS	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES		131.10
3000169499	05/16/2022	PPG ARCHITECTURAL FINISHES, IN	01-4381	BLANKET PO for Maintenance		522.26
3000169500	05/16/2022	PRO PACIFIC FRESH	13-4710	BLANKET PO: Food purchases		2,623.26
3000169501	05/16/2022	Rains, Elizabeth E	01-4310	ART SUPPLIES		42.33
3000169502	05/16/2022	RAMONE'S BAKERY & CAFE	01-4393	STAFF DEV		268.46
3000169503	05/16/2022	RAY MORGAN CO.	01-5637	(Open PO - don't mail) EHS COPIER MAINT	2,373.60	
				(Open PO - no need to mail) MFRC COPIER MAINT	4.29	
				ALICE BIRNEY RAY MORGAN MAINT AGR	856.65	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000169503	05/16/2022	RAY MORGAN CO.		BUS SVCS COPIER AGR	282.08	
				CORP SECRETARY COPIER MAINT	53.70	
				LAF COPIER MAINT	453.31	
				OPEN PO - WASH - COPIER MAINT	1,158.48	
				OPEN PO - WINSHIP COPIER MAINT	855.66	
				OPEN PO: GRANT MAINT AGR	843.58	
				RM 105/106 RAY MORGAN MAINT AGR	50.55	
				SUPER MAINT AGR	33.44	
				ZANE - RAY MORGAN MAINT AGR	1,935.35	
			11-5637	ADULT SCHOOL COPIER MAINT AGR	60.78	
			12-5637	OPEN PO - WINZLER RAY MORGAN MAINT AGR	18.32	
			13-5637	BeforeCopying, SeeNotesTab:FOOD SVCS COPIER MAINT	3.03	8,982.82
3000169504	05/16/2022	Rogers, Kayla M	01-4310	GRAPH PAPER		10.52
3000169505	05/16/2022	S & L FOOD SALES CO.	13-4396	Open PO: Food & Supplies (REPLACES BPO22-00006)	1,177.45	
			13-4710	Open PO: Food & Supplies (REPLACES BPO22-00006)	1,298.28	2,475.73
3000169506	05/16/2022	SANDPLAY THERAPISTS OF AMERICA STA	01-5210	CONF REGISTRATION		2,535.00
3000169507	05/16/2022	SCHMIDBAUER LUMBER CO	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		110.21
3000169508	05/16/2022	SCHOLASTIC BOOK FAIRS 10	95-4310	INVOICE: Scholastic		2,511.66
3000169509	05/16/2022	SCHOOL AND COLLEGE LEGAL SERV.	01-5207	OPEN PO FOR REGISTRATION FEES		225.00
3000169510	05/16/2022	SHAFER'S HARDWARE	01-4374	Blanket PO for Custodial Supplies	19.63	
			01-4381	MAINT. OPEN PO FOR SUPPLIES	17.86	37.49
3000169511	05/16/2022	SHN CONSULTING ENGINEERS	23-6271	INVOICE: Engineering Fees	14,765.00	
				INVOICE: Engineering Services	2,527.75	17,292.75
3000169512	05/16/2022	Shull, Angela L	01-5210	ASCS CONF.		69.00
3000169513	05/16/2022	TIMES STANDARD	01-5831	INVOICE: Advertisement		1,007.48
3000169514	05/16/2022	TUNHEIM, RICHARD D/B/A AARESTAD GJERVIK CONSULTING	01-5800	E-RATE CONSULTING		9,500.00
3000169515	05/16/2022	VALLEY PACIFIC	01-4310	OPEN PO - Gas cards for homeless		4,000.00
3000169516	05/16/2022	Weiderman, Kenneth W	01-4310	ART SUPPLIES		42.32
3000169517	05/16/2022	WEST COAST PAPER CO.	01-9320	VFS Restock		849.97
3000169518	05/16/2022	Zinselmeir, Byron J	01-4310	SHELVING FOR PE		262.18

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3000169791	05/19/2022	ADVANCED SECURITY SYSTEMS	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES	715.00	
			01-5800	BLANKET PO FOR MATERIALS AND SUPPLIES	220.00	935.00
3000169792	05/19/2022	Allen, Katherine D	01-4393	SOCIAL WORK SUPPL		118.97
3000169793	05/19/2022	AMN HEALTHCARE ALLIED INC	01-5800	OPEN PO for SLP contracted service invoices		3,800.00
3000169794	05/19/2022	AT&T	01-5922	OPEN PO - 831 - DISTRICT WAN		3,695.20
3000169795	05/19/2022	Barlow, Fel	01-5861	fingerprinting		25.00
3000169796	05/19/2022	CDE	12-5888	Repay CSPP0108 Child Dev nutrition		1,319.00
3000169797	05/19/2022	Charles Mikeal Confer	01-5800	OPEN PO for Invoicing		750.00
3000169798	05/19/2022	CITY OF EUREKA	01-5530	D.O. WATER	678.66	
				WATER - ALICE BIRNEY	1,417.37	
				WATER - EHS	5,012.12	
				WATER - TECH CENTER	470.15	
				WATER - ZANE	2,764.72	
			12-5530	WATER - WINZLER CC	171.66	10,514.68
3000169799	05/19/2022	Cotter, Sara M	01-4310	CLASS SUPPLIES		95.60
3000169800	05/19/2022	Davis, Wendy K	01-4310	PARENT SUPPORT SUPPL		154.35
3000169801	05/19/2022	EUREKA NAPA AUTO	01-4362	supplies and parts for vehicles		265.28
3000169802	05/19/2022	FRANZ FAMILY BAKERIES	13-4710	BLANKET PO: Bread purchases		141.30
3000169803	05/19/2022	HUMBOLDT COUNTY HEALTH DEPT	01-5884	Hazardous Waste Pick Up		1,063.12
3000169804	05/19/2022	HUNTER COMMUNICATIONS	01-5800	OPEN PO - FIBER PROJ - EHS STADIUM		4,617.45
3000169805	05/19/2022	J.W. PEPPER & SON INC.	01-4310	EHS LOTTERY BLANKET PO FOR SUPPLIES		55.00
3000169806	05/19/2022	J.W. PEPPER & SON INC.	01-4310	EHS LOTTERY BLANKET PO FOR SUPPLIES		49.99
3000169807	05/19/2022	JACK SCHREDER & ASSOC	01-5800	INVOICE: Contracted Services		1,248.75
3000169808	05/19/2022	JUNIOR BARNS LLC	01-6400	ORDER: Barn for LAF		5,681.00
3000169809	05/19/2022	KEENAN SUPPLY	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES.		142.35
3000169810	05/19/2022	MANTOVA'S TWO STREET MUSIC	01-4310	Open PO	189.88	
				Open PO - Elem. Music Supplies - (Chris Cox)	94.08	283.96
3000169811	05/19/2022	MENDES SUPPLY	01-9320	VFS Restock		6,815.86
3000169812	05/19/2022	MILLER FARMS NURSERY	23-6170	BOND - WINSHIP FENCE		29.63
3000169813	05/19/2022	NILSEN FEED	01-4377	BLANKET PO - GROUNDS		324.37
3000169814	05/19/2022	PHOENIX CERAMIC SUPPLY	01-4310	BLANKET PO POTTERY		832.19

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3000169815	05/19/2022	PPG ARCHITECTURAL FINISHES, IN	01-4381	MAINT - PAINT		168.15
3000169816	05/19/2022	PRO PACIFIC FRESH	13-4710	BLANKET PO: Food purchases		2,392.50
3000169817	05/19/2022	RAMONE'S BAKERY & CAFE	01-4393	refreshments for social work mtg	132.52	
				refreshments for social work training mtg	91.68	224.20
3000169818	05/19/2022	SKILLS USA	01-5300	Skills USA CA Student mbrships		760.00
3000169819	05/19/2022	Smith, Megan L	01-4310	art supplies		36.25
3000169820	05/19/2022	SYSCO	13-4710	OPEN PO: Food & Supplies (REPLACES BPO22-00004)		813.49
3000169821	05/19/2022	U.S. BANK EQUIPMENT	01-5623	EHS COPIER / FAX ACCESS		1,640.54
3000169822	05/19/2022	VALLEY PACIFIC	01-4363	OPEN PO FOR FUEL		853.84
3000169823	05/19/2022	Van Vleck, Frederick J	01-5210	ACSA STATE CONF TRVL		576.68
3000169824	05/19/2022	Wienstein, Noah	01-5861	fingerprinting		25.00
3000170112	05/23/2022	BANK OF MARIN	23-6250	#13 TO ESCROW ACCT		56,807.95
3000170113	05/23/2022	Calif Dept of Fish & Wildlife	23-6271	EHS ALBEE RENOVTN		10,598.25
3000170114	05/23/2022	CAMPTON ELECTRIC	01-4381	MAINT. SUPPLIES		8.71
3000170115	05/23/2022	CDW-G	01-4310	LVO P340 X 2	4,024.84	
			01-4400	WALL MOUNTS	604.73	4,629.57
3000170116	05/23/2022	CITY OF EUREKA	01-5100	AFTER SCHOOL STAFFING		85,486.58
3000170117	05/23/2022	Cody, Teal E	01-4310	student incentives/stu store supplies		656.74
3000170118	05/23/2022	CRYSTAL CREAMERY	13-4710	BLANKET PO: Dairy purchases		9,676.10
3000170119	05/23/2022	ECS REVOLVING FUND	01-9589	reimb revolving ck #11417 j. iguess		1,144.53
3000170120	05/23/2022	GARDEN OF BEADIN'	01-4310	INDIAN ED BEADING MATERIALS		5,000.00
3000170121	05/23/2022	Grant, Scott B	01-4310	CLASS SUPPLIES		81.52
3000170122	05/23/2022	HENSELL MATERIALS	23-6170	WINSHIP FENCE		77.83
3000170123	05/23/2022	Hunnicutt, Laura	01-4310	PBIS REWARDS & CLASS SUPPL		163.09
3000170124	05/23/2022	Jewell, Stacy L	01-4310	OFFICE SUPPLIES		57.63
3000170125	05/23/2022	Lotus Mountain	95-4310	WASH - SCHOOL SWAG		2,547.00
3000170126	05/23/2022	Manion-Uselton, Hilary S	01-5210	HISTORY DAY TRAVEL		871.32
3000170127	05/23/2022	MATSON & VALLERGA ARCHITECTS	01-6250	ZANE RE-ROOFING		3,690.00
3000170128	05/23/2022	MENDES SUPPLY	01-4400	A.B. CUSTODIAL SUPPL	2,110.07	
			01-9320	CUSTODIAL SUPPL	77.19	2,187.26
3000170129	05/23/2022	PIERSON BLDG CENTER	01-4381	EHS STADIUM BLEACHERS	20.52	
				MAINT SUPPL	192.07	
				MAINT SUPPLIES	14.19	226.78
3000170130	05/23/2022	PIONEER HEALTHCARE SVCS	01-5800	OPEN PO for SLP contracted services		3,354.00
		ACCOUNTING OFFICE				
3000170131	05/23/2022	PLATT ELEC SUPPLY INC	23-6250	4 VIVOTEKS		4,078.65
3000170132	05/23/2022	Rodriguez, Beverly K	01-4310	SCIENCE CLASS SUPPLIES		69.68

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

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Checks Dated 05/01/2022 through 05/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000170133	05/23/2022	Roper, Hallyann G	01-4310	ELD FIELD TRIP		148.00
3000170134	05/23/2022	S & L FOOD SALES CO.	13-4396	Open PO: Food & Supplies (REPLACES BPO22-00006)	978.00	
			13-4710	Open PO: Food & Supplies (REPLACES BPO22-00006)	979.19	1,957.19
3000170135	05/23/2022	SPURR	01-5511	Open PO Spurr All Sites	37,064.58	
			12-5511	Open PO Spurr All Sites	253.81	37,318.39
3000170136	05/23/2022	STATE WATER RESOURCES CONTROL BOARD	23-6271	Environmental Application Fee		2,417.00
3000170137	05/23/2022	U.S. BANK CORPORATE PMT	01-4310	CPI TRAINING	1,024.75	
				EQUITY BOOKS	231.44	
				LIBRARY BOOK	12.39	
				LIBRARY SUPPL	515.87	
				OFFICE SUPPL	53.47	
				OFFICE SUPPLIES	38.17	
				PBIS / VIP STORE	6.98	
				PBIS/VIP STORE	255.31	
				READING FLUENCY PROG	237.04	
				STU OF MONTH REWARD	30.55	
				TETHERBALLS	148.60	
				VNN SWEATSHIRTS	493.14	
			01-4393	CPI REFRESHMENTS	105.16	
			01-5207	COMPLIANCE CONF.	398.00	
			01-5884	POSITIVE PREV. CIS	36.00	
			11-5210	HOTEL - CONF/TRAINING	534.98	4,121.85
3000170678	05/26/2022	Adams, Nikkole S	01-4310	casp testing incentives		16.13
3000170679	05/26/2022	ADVANCED SECURITY SYSTEMS	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		98.33
3000170680	05/26/2022	ALMQUIST LUMBER CO	01-4381	Blanket PO for Parts and Supplies		86.46
3000170681	05/26/2022	ANIXTER INC	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		910.30
3000170682	05/26/2022	BELL HARDWARE	01-6400	Board Room Door		1,009.58
3000170683	05/26/2022	CALIF. DEPT. OF TAX & FEE ADMI	01-9561	Q1 2022 SALES TAX ADULT MLS TAXED	44.00	
			01-9580	Q1 2022 USE TAX	406.08	
			13-5884	Q1 2022 SALES TX ADULT MEALS	124.00	574.08
3000170684	05/26/2022	CALIFORNIA DEPT. OF TAX & FEE	01-5884	Q1 2022 FUEL TAX		298.35
3000170685	05/26/2022	CDE	13-4710	B4Copying,SeeNotes:Commod/Food		826.50
3000170686	05/26/2022	CRYSTAL CREAMERY	13-4710	BLANKET PO: Dairy purchases		11,334.73

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

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Checks Dated 05/01/2022 through 05/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000170687	05/26/2022	DAZEY'S ARCATA	01-4377	BLANKET PO FOR MATERIALS AND SUPPLIES		715.42
3000170688	05/26/2022	EUREKA OXYGEN	13-5800	Fire supression system check twice annually		309.25
3000170689	05/26/2022	FRANZ FAMILY BAKERIES	13-4710	BLANKET PO: Bread purchases		652.58
3000170690	05/26/2022	Giacone, Eric W	01-5201	MILEAGE		336.96
3000170691	05/26/2022	GOLD STAR FOODS	13-4710	BLANKET PO - Food purchases		4,040.31
3000170692	05/26/2022	Johnston, Jennifer J	01-4310	CULINARY CLASS SUPPL		38.77
3000170693	05/26/2022	Merideth-Sutke, Michelle A	01-4310	pbis awards		49.53
3000170694	05/26/2022	PRESSED PAPERBOARD/PAPER TECH	13-4396	Paper Food Trays	1,687.28	
				Unpaid Tax	142.86-	1,544.42
3000170695	05/26/2022	PRO PACIFIC FRESH	13-4710	BLANKET PO: Food purchases		12,358.38
3000170696	05/26/2022	REMI VISTA INC	01-5852	OPEN PO for Remi Vista		3,250.00
3000170697	05/26/2022	Resendez, Jeanine G	01-4310	SCHOOL SUPPLIES		248.25
3000170698	05/26/2022	RISLING, LYN	01-4310	ART PRINTS TO HOOPA		525.00
3000170699	05/26/2022	S & L FOOD SALES CO.	13-4396	Open PO: Food & Supplies (REPLACES BPO22-00006)	33.90	
			13-4710	Open PO: Food & Supplies (REPLACES BPO22-00006)	1,809.56	1,843.46
3000170700	05/26/2022	SCHMIDBAUER LUMBER CO	01-4381	BLANKET PO FOR MATERIALS AND SUPPLIES		2,908.00
3000170701	05/26/2022	SHAFER'S HARDWARE	01-4381	MAINT. OPEN PO FOR SUPPLIES		13.10
3000170702	05/26/2022	Smith, Megan L	01-4310	CLASS SUPPLIES		28.36
3000170703	05/26/2022	THOMPSON BUILDERS	23-6250	PROPOSAL (& Open PO) - Contractor's Fee		1,079,351.12
3000170704	05/26/2022	U.S. BANK CORPORATE PMT	01-4310	BB JERSEY	30.06	
				BOOKS	173.05	
				FOOD HANDLER TOKEN	30.00	
				MEALS FOR BB TRAVEL	227.64	
				OFFICE CHAIR MATS	255.27	
				REFUND STAGE EQUIP	377.66-	
				REFUND ZANE CHEER UNIFORMS	353.85-	
				SCIENCE CLASS SUPPLIES	114.68	
				STORAGE BOXES	125.04	
				WATER FOR BASKETBALL	7.69	
				WATER FOR BB	15.05	
			01-4381	BROKEN LOUVER - WINSHIP	120.01	
				RESTROOM HARDWARE	19.68	
			01-4393	COFFEE	25.60	

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

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Checks Dated 05/01/2022 through 05/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000170704	05/26/2022	U.S. BANK CORPORATE PMT	01-4400	AUDIOMETER	1,267.30	
			01-4421	EASELS	3,924.26	
			01-5203	LUNCH - AGENDA REVIEW	33.43	
			01-5205	SPED TRAINING / TRTMT CENTER TRVL	1,078.40	
			01-5207	CASBO REFUND	55.00-	
				SPED TRAINING / TRTMT CENTER TRVL	2,999.00	
			01-5210	CASBO FLIGHT	681.20	
				CASBO HOTEL	584.01	
				CASBO LODGING	1,321.14	
				LODGING FOR FFA HOLIDAY INN EXP	602.49	
			01-5300	BUSINESS PRIME MEMBERSHIP	381.28	
			01-5900	POSTAGE	26.36	
			01-9320	WAREHOUSE RESTOCK	82.98	
				Unpaid Tax	14.65-	13,324.46
3000170705	05/26/2022	WONDER BROS AUTO BODY	01-5633	BODY WORK ON VAN 94		4,191.70
Total Number of Checks					302	2,634,133.73

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	241	1,218,271.10
11	ADULT EDUCATION FUND	4	1,311.38
12	CHILD DEVELOPMENT FUND	8	2,688.08
13	CAFETERIA FUND	41	126,607.98
23	EUREKA CITY SCHOOLS ME/	12	1,171,442.38
67	SELF INSURANCE FUND-VISI	2	36,245.00
68	SELF INSURANCE FUND-DEM	2	70,375.00
95	STUDENT BODY FUND	7	7,570.10
Total Number of Checks		302	2,634,511.02
Less Unpaid Tax Liability			377.29
Net (Check Amount)			2,634,133.73

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

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AGENDA ITEM

Agenda Title: Approval of Pre-Qualified Contractors and Sub-Contractors

Meeting Date: June 23, 2022

Item: Consent

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

The Governing Board is asked to approve the 2021-2022 4th quarter list of pre-qualified contractors and sub-contractors.

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

- Per Public Contract Code 20111.5. (a) The governing board of the district may require that each prospective bidder for a contract...complete and submit to the district a standardized questionnaire and financial statement in the form specified by the district, including a complete statement of the prospective bidder's financial ability and experience in performing public works. The questionnaire and financial statement shall be verified under oath by the bidder in the manner in which civil pleadings in civil actions are verified.
- Per Public Contract Code 20111.6. (g) The board of the district may establish a process for pre-qualifying prospective bidders pursuant to this section on a quarterly or annual basis and a pre-qualification pursuant to this process shall be valid for one calendar year following the date of initial pre-qualification.
- A similar process is also applicable to Non-Competitively Bid Projects (including Lease-Leaseback Projects).

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 12: NEW AND MODERNIZED FACILITIES

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

At the December 11, 2014, meeting the Board of Trustees approved Resolution#14-15-020 adopting the bidder pre-qualification process. The first slate of pre-qualified contractors and sub-contractors were awarded at the December 19, 2014 Board meeting. Pre-qualifications are a quarterly process and are valid for one year.

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)*

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▣ Prequalification List

Pre-Qualified List
June 23, 2022 (Q4)

Contractors

SnL Group, Inc.

Sub-Contractors

California Heating

Stephens Electrical, Inc.

World Telecom & Surveillance, Inc.

The contractors and sub-contractors listed above are pre-qualified from the date of notification, June 24, 2022. Pre-qualification is valid for one (1) year after the notification date.

AGENDA ITEM

Agenda Title: Approval of Individual School Bell Schedule/Instructional Minutes for 2022-2023
Meeting Date: June 23, 2022
Item: Consent

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

The Governing Board is being asked to approve the 2022-2023 bell schedules and instructional minutes for all Elementary and Secondary schools. These bell schedules/instructional minutes are tentative and may be adjusted pending the outcome of negotiations with the Eureka Teachers Association. Regardless of the outcome of negotiations, the District will meet or exceed the annual instructional minutes requirement for each grade level.

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

The Governing Board approves individual bell schedules annually to ensure daily start-up, stop times, and instructional minutes are in compliance with Education Code/State laws and to keep parents informed so that they may plan accordingly.

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 approval.

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

- ▢ EHS & Zoe Barnum Instructional Minutes 22-23
- ▢ Winship & Zane Instructional Minutes 22-23
- ▢ ECS Elementary Sites Totals Instructional Minutes, 2022-23
- ▢ EHS & Zoe Barnum Regular Bell Schedules 22-23
- ▢ Winship & Zane Bell Schedules Regular
- ▢ Elementary All Sites Regular Bell Schedule 22-23

Eureka High School											
22/23											
	Regular	Jan/June Finals	Mondays Collaboration	Step Up Day Minimum	May Academic Fair	Oct Homecoming	Dec Assemblies	Ext Lunch	TOTAL		
Actual Daily Instructional Minutes	391	246	326	204	379	222	379	381	963	minutes	
Number of Days	128	6	33	1	1	1	2	8	180	number of days	
Annual Minutes	50,048	1,476	10,758	204	379	222	758	3,048	66,893	total minutes	
	Annual Required Minutes	2019-20 Minutes	Over / Under	Per Day							
	64,800		2,093	11.6				homecoming 2			
								logger classic 1			
								College day 1			
	Zero Period 7:16-8:14	Zero Period 7:27-8:14						Spring fever 1			
	Tues-Fri	Monday						Staff Wellness 2			
								Extra 1			
Zoe Barnum											
21/22	Regular										
Days	180										
Number of minutes	194										
Annual Minutes	34920		34920 total								
Required	180 per day										
Minimum Required Minutes	32400										

Middle Schools Total Minutes

	Regular	Collaboration	Minimum	Parent Conf.	TOTAL
Actual Daily Instructional Minutes					
Winship	357	294	218	248	
Zane	357	294	248	248	
Number of Days	142	32	1	5	180
Annual Minutes					
Winship	50,694	9,408			61,560
Zane	50,954	9,724			62,166
Annual Required Minutes					
	54,000				

ZANE			
Middle School Regular Bell Schedule			
	BEGINS	ENDS	MINUTES
Period 1	8:40 AM	9:39 AM	00:59_)
Period 2	9:43 AM	10:41 AM	00:58_)
Break	10:41 AM	10:53 AM	
Period 3	10:57 AM	11:56 AM	00:59_)
Period 4	12:00 PM	12:58 PM	00:58_)
Lunch	12:58 PM	1:28 PM	
Period 5	1:32 PM	2:30 PM	00:58_)
Period 6	2:34 PM	3:31 PM	00:57_)
Total Number of Hours			05:49_)
TOTAL INSTRUCTIONAL MINUTES			349

Winship				
7th/8th				
	BEGINS	ENDS	MINUTES	
Advisory	8:40 AM	9:00 AM	00:20_)	
Period 1	9:00 AM	9:55 AM	00:55_)	
Passing Time	9:55 AM	9:58 AM	00:03_)	
Period 2	9:58 AM	10:53 AM	00:55_)	
Break	10:53 AM	11:05 AM		
Passing Time	11:05 AM	11:08 AM	00:03_)	
Period 3	11:08 AM	12:04 PM	00:56_)	
Passing Time	12:04 PM	12:07 PM	00:03_)	
Period 4	12:07 PM	1:02 PM	00:55_)	
Lunch	1:02 PM	1:32 PM		
Passing Time	1:32 PM	1:35 PM	00:03_)	
Period 5	1:35 PM	2:32 PM	00:57_)	
Passing Time	2:32 PM	2:35 PM	00:03_)	
Period 6	2:35 PM	3:31 PM	00:56_)	
Total Number of Hours			06:09_)	

6th			
	BEGINS	ENDS	MINUTES
Period 1/Advisory	8:40 AM	9:51 AM	01:11 _)
Break	9:51 AM	10:03 AM	
Passing Time	10:03 AM	10:06 AM	00:03 _)
Period 2	10:06 AM	11:14 AM	01:08 _)
Period 3	11:14 AM	12:25 PM	01:11 _)
Lunch	12:25 PM	12:55 PM	
Passing Time	12:55 PM	12:58 PM	00:03 _)
Period 4	12:58 PM	2:09 PM	01:11 _)
Passing Time	2:09 PM	2:12 PM	00:03 _)
Period 5 (PE)	2:12 PM	2:32 PM	00:20 _)
Passing Time	2:32 PM	2:35 PM	00:03 _)
Period 6	2:35 PM	3:31 PM	00:56 _)
Total Number of Hours			06:09 _)
TOTAL INSTRUCTIONAL MINUTES			369



Elementary Regular

Washington Regular Bell Schedule			
	BEGINS	ENDS	MINUTES
Period 1	8:10 AM	9:45 AM	01:35_)
Period 2	10:05 AM	11:40 AM	01:35_)
Break	11:40 AM	12:25 PM	
Period 3	12:25 PM	2:42 PM	02:17_)
Total Number of Hours			05:27_)
TOTAL INSTRUCTIONAL MINUTES			327

Grant Regular Bell Schedule			
	BEGINS	ENDS	MINUTES
Period 1	8:10 AM	9:50 AM	01:40_)
Period 2	10:10 AM	11:35 AM	01:25_)
Break	11:35 AM	12:20 PM	
Period 3	12:20 PM	2:42 PM	02:22_)
Total Number of Hours			05:27_)
TOTAL INSTRUCTIONAL MINUTES			327

Lafayette Regular Bell Schedule			
	BEGINS	ENDS	MINUTES
Period 1	8:10 AM	9:25 AM	01:15_)
Period 2	9:45 AM	11:40 AM	01:55_)
Break	11:40 AM	12:25 PM	
Period 3	12:25 PM	2:42 PM	02:17_)
Total Number of Hours			05:27_)
TOTAL INSTRUCTIONAL MINUTES			327

Alice Birney Regular Bell Schedule			
	BEGINS	ENDS	MINUTES
Period 1	8:10 AM	9:45 AM	01:35_)
Period 2	10:05 AM	11:00 AM	00:55_)
Break	11:00 AM	11:45 PM	
Period 3	11:45 AM	2:42 PM	02:57_)
Total Number of Hours			05:27_)
TOTAL INSTRUCTIONAL MINUTES			327

AGENDA ITEM

Agenda Title: Approval and Receipt of Grant Award Notice: National School Lunch Program Equipment Assistance Grant
Meeting Date: June 23, 2022
Item: Consent

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

The Governing Board is asked to approve the National School Lunch Program Equipment Assistance 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)*

The Food Services Department will use the funding to replace our existing kettles, one of which no longer reaches appropriate temperatures for safe food preparation.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 12: NEW AND MODERNIZED FACILITIES

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 \$)*

The grant award is \$95,395.

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

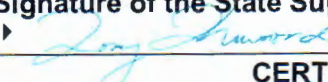

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

▢ GAN

Grant Award Notification

GRANTEE NAME AND ADDRESS Fred Van Vleck, Superintendent Eureka City Schools 2100 J Street Eureka, CA 95501-3055				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				21	14906	75515	00
Attention District Superintendent or School Administrator				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Nutrition Services Division				Resource Code	Revenue Object Code	12	
Telephone 707-441-2414				5314	8290	INDEX	
Name of Grant Program National School Lunch Program Equipment Assistance Grant						0190	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$95,395.00		\$95,395.00		4-1-22	2-1-23	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.579	NSLP-21-CA-01	2021 National School Lunch Program Equipment Assistance			USDA		
<p>I am pleased to inform you that you have been funded for the 2021 National School Lunch Program Equipment Assistance Grant.</p> <p>This award is made contingent upon the availability of funds. 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>To formally accept the funds, please use the secure electronic signature process provided in this award email (via Adobe Sign) within 10 business days. As the authorized child nutrition program representative, you are set up as the authorized signer in Adobe Sign. Food service directors/managers are cc'd with view-only access. Upon completion, all parties will receive a final PDF copy by email.</p> <p>Mailed documents will not be processed. You are voluntarily agreeing to complete this form/transaction electronically. If you do not wish to do so, please immediately contact the Analyst below to explain why.</p>							
California Department of Education Contact Danielle Rice				Job Title School Nutrition Programs Specialist			
E-mail Address equipmentgrant@cde.ca.gov					Telephone 916-323-2538		
Signature of the State Superintendent of Public Instruction or Designee 					Date April 6, 2022		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<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>							
Printed Name of Authorized Agent Fred Van Vleck				Title Superintendent			
E-mail Address vanvleckf@eurekacityschools.org					Telephone 707-441-2414		
Signature  <small>Fred Van Vleck (Apr 8, 2022 11:04 PDT)</small>					Date Apr 8, 2022		

Grant Award Notification (Continued)

This Grant Award Notification (GAN) must be signed and returned to the Nutrition Services Division (NSD) before any grant funds can be disbursed to you. Please keep a copy for your records.

Upon receipt of a signed copy of this GAN (and local school board approval if necessary), the California Department of Education (CDE) will disburse to each grantee 90 percent of their approved amount.

GRANTEES AGREE TO:

- Be an approved program sponsor(s) prior to receiving grant funding.
- Expend funds for the approved program activities in accordance with this grant award, the grant application, and all applicable regulatory requirements regarding the administration and expenditure of these funds.
- Submit a Progress Report by August 1, 2022. If you do not submit a Progress Report and do not document any approved procurement activity, then your total award may be rescinded. Incomplete or missing Progress Reports may result in the described loss of funding. The text within this paragraph constitutes all required notice.
- Submit copies of three quotes, purchase order, invoice, payment, and delivery receipt supporting expenditures made under this grant to the NSD.
- Expend all grant funds at approved site(s) and submit final documents by February 1, 2023. If final expenditure documents are not received, the NSD may immediately rescind any unpaid funds and bill for any remaining balance.
- Funds that are not fully expended must be returned to the NSD.

The CDE reserves the right to deny expenditures that are not allowable under this grant even if the expenditures were initially approved.

AGENDA ITEM

Agenda Title: Approval of Middle School Math Curriculum Adoption, Big Ideas
Meeting Date: June 23, 2022
Item: Consent

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

The Governing Board is asked to approve the adoption of instructional materials to be used for the grades 6 through 8 Math curriculum. The Eureka City Schools curriculum committee is recommending the approval of "Big Ideas" for our grades 6 through 8 Middle School Math program adoption.

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

This is the second time that the Board of Trustees will be reviewing this item. The District's Curriculum Committee took action to advance this adoption recommendation to the ECS Board of Trustees for approval. This adoption will support students' progress in Math standards at the middle grades.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 2: MATH AND SCIENCE PROGRAMS

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

This is part of the District's ongoing effort to ensure that each student has access to quality and Common Core aligned instructional materials in each core subject.

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

See attached quote.

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

Gary Storts, Assistant Superintendent, Educational Services

ATTACHMENTS:

Description

- ▢ Big Ideas Quote for ECS 2022 Adoption
- ▢ Big Ideas Middle School Math Presentation

5/25/2022

Pricing on this Proposal Guaranteed: 10/5/2022

Presented To: Steven Couch (707) 441-2487, couchs@eurekacityschools.org**Prepared By:** Ashlei Sobrero, (925)353-0923, ashlei.sobrero@cengage.comSHIP TO: EUREKA CITY SCHOOL DISTRICT
Steven Couch
Educational Services
EUREKA, CA 95503
USABILL TO: EUREKA CITY SCHOOL DISTRICT
Steven Couch
Educational Services
EUREKA, CA 95503
USACengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706
<http://NGL.Cengage.com/CustomerSupport>

Have a Question?

Export Titles to Excel (USD)

[View Quote in CAD](#)

Quoted Products: MRL

Qty	Update Qty	Product	Price	Quoted Price	Total
90	<input type="text"/>	Big Ideas Math: Modeling Real Life Common Core (2022) - Grade 6 Online Student Resources (3 years) Larson 1st Edition [K12, 2022] 9781637087480 / 1637087489	\$46.20	\$46.20	\$4,158.00
140	<input type="text"/>	Big Ideas Math: Modeling Real Life Common Core (2022) - Grade 6 Premium Student Resource Package (3 years) Larson 1st Edition [K12, 2022] 9781637087886 / 1637087888	\$98.70	\$98.70	\$13,818.00
6	<input type="text"/>	Big Ideas Math: Modeling Real Life Common Core (2022) - Grade 6 Teacher Resource Package (3 years) Larson 1st Edition [K12, 2022] 9781637087985 / 1637087985	\$315.00	\$315.00	\$1,890.00
215	<input type="text"/>	Big Ideas Math: Modeling Real Life Common Core (2022) - Grade 7 Online Student Resources (3 years) Larson 1st Edition [K12, 2022] 9781637088104 / 1637088108	\$46.20	\$46.20	\$9,933.00
4	<input type="text"/>	Big Ideas Math: Modeling Real Life Common Core (2022) - Grade 7 Teacher Resource Package (3 years) Larson 1st Edition [K12, 2022] 9781637088609 / 1637088604	\$315.00	\$315.00	\$1,260.00
105	<input type="text"/>	Big Ideas Math: Modeling Real Life Common Core (2022) - Grade 7 Premium Student Resource Package (3 years) Larson 1st Edition [K12, 2022] 9781637088500 / 1637088507	\$98.70	\$98.70	\$10,363.50
4	<input type="text"/>	Big Ideas Math: Modeling Real Life Common Core (2022) - Grade 8 Teacher Resource Package (3 years) Larson 1st Edition [K12, 2022] 9781637089224 / 1637089228	\$315.00	\$315.00	\$1,260.00
235	<input type="text"/>	Big Ideas Math: Modeling Real Life Common Core (2022) - Grade 8 Online Student Resources (3 years) Larson 1st Edition [K12, 2022] 9781637088722 / 1637088728	\$46.20	\$46.20	\$10,857.00
105	<input type="text"/>	Big Ideas Math: Modeling Real Life Common Core (2022) - Grade 8 Premium Student Resource Package (3 years) Larson 1st Edition [K12, 2022] 9781637089125 / 1637089120	\$98.70	\$98.70	\$10,363.50

Sub-Total: \$63,903.00

+ Estimated Shipping and/or Process Fee: \$6,390.30



Big Ideas Math Modeling Real Life

Middle School 6-8



Big Ideas Focus: Empowering teachers to positively impact ALL students

- High impact strategies embedded within every lesson. These include:
 - Built in Classroom Discussion
 - Teacher Clarity
 - Student Evaluation & Feedback

Each Lesson Uses This Design



explore



learn



apply



Included for Teachers in Dynamic Classroom: Suggested Pacing Guide for Each Chapter

Suggested Pacing	
Chapter Opener	1 Day
Section 1	2 Days
Section 2	2 Days
Section 3	3 Days
Section 4	2 Days
Connecting Concepts	1 Day
Chapter Review	1 Day
Chapter Test	1 Day
Total Chapter 1	13 Days

Included for Teachers in Dynamic Classroom: Laurie's Notes (Laurie Boswell co-author)



Laurie's Notes

Chapter 1 Overview

Welcome to a new school year and a class of young teenagers with high energy, varied interests, and great excitement about the year to come. Sharing what the classroom climate and culture will be, along with an overview of the first chapter, will help students form a positive mindset as they begin the year.

From the first day, you want to establish a norm in your classroom that each student will discuss mathematical problems with a partner or group. Explorations at the beginning of each lesson, and Formative Assessment Tips such as *Turn and Talk*, are explicit opportunities for student engagement. I hope you find the suggestions in Laurie's Notes to be helpful in promoting student dialogue and engagement.

A major strand in this course is expressions and equations, content that naturally connects to later work with functions. In this chapter, students will build upon prior skills with equation solving while integrating a review of operations with rational numbers. You will learn a great deal about the strengths and misconceptions your students have. Be alert to two common areas of difficulty, computational errors and representation.

Students who are not proficient in rational-number operations will be challenged to solve equations without making errors. Trust that there will be opportunities throughout the year to practice and reinforce these skills. Integrate a review of rational equations in different forms as shown below.

Included for Teachers in Dynamic Classroom: Learning Targets and Success Criteria

Chapter 1 Learning Targets and Success Criteria

	Learning Target	Success Criteria
Chapter 1 Equations	Understand equations.	<ul style="list-style-type: none">• I can identify key words and phrases to solve equations.• I can write word sentences as equations.• I can explain how to solve equations.• I can model different types of equations to solve real-life problems.
1.1 Solving Simple Equations	Write and solve one-step equations.	<ul style="list-style-type: none">• I can apply properties of equality to produce equivalent equations.• I can solve equations using addition, subtraction, multiplication, or division.• I can use equations to model and solve real-life problems.
1.2 Solving Multi-Step Equations	Write and solve multi-step equations.	<ul style="list-style-type: none">• I can apply properties to produce equivalent equations.• I can solve multi-step equations.• I can use multi-step equations to model and solve real-life problems.

Included for Teachers in Dynamic Classroom: Progressions & Connections Across Grade Levels

Progressions


Through the Grades		
Grade 7	Grade 8	High School
<ul style="list-style-type: none">• Add, subtract, factor, and expand linear expressions with rational coefficients.• Solve multi-step problems posed with positive and negative rational numbers.• Solve two-step equations. Compare algebraic solutions to arithmetic solutions.	<ul style="list-style-type: none">• Show that a linear equation in one variable has one solution, infinitely many solutions, or no solution by transforming the equation into simpler forms.• Solve linear equations with rational number coefficients, including equations whose solutions require expanding expressions using the distributive property and collecting like terms.	<ul style="list-style-type: none">• Solve multi-step linear equations and use them to solve real-life problems.• Rewrite and use literal equations and common formulas.• Solve systems of linear equations by graphing, by substitution, and by elimination.

Included in Each Chapter: STEAM Video with Exploration Questions

STEAM VIDEO

Training for a Half Marathon





Included in Each Chapter: Performance Tasks for CAASPP Preparation

PERFORMANCE TASK

Target Heart Rates

After completing this chapter, you will be able to use the concepts you learned to answer the questions in the *STEAM Video Performance Task*. You will be given information about a person's heart rate.

Resting heart rate

$$\left. \begin{array}{l} \text{Day 1} = x \\ \text{Day 2} = x \\ \text{Day 3} = x \\ \text{Day 4} = x \\ \text{Day 5} = 58 \end{array} \right\} \text{ 5-day average} = 62$$

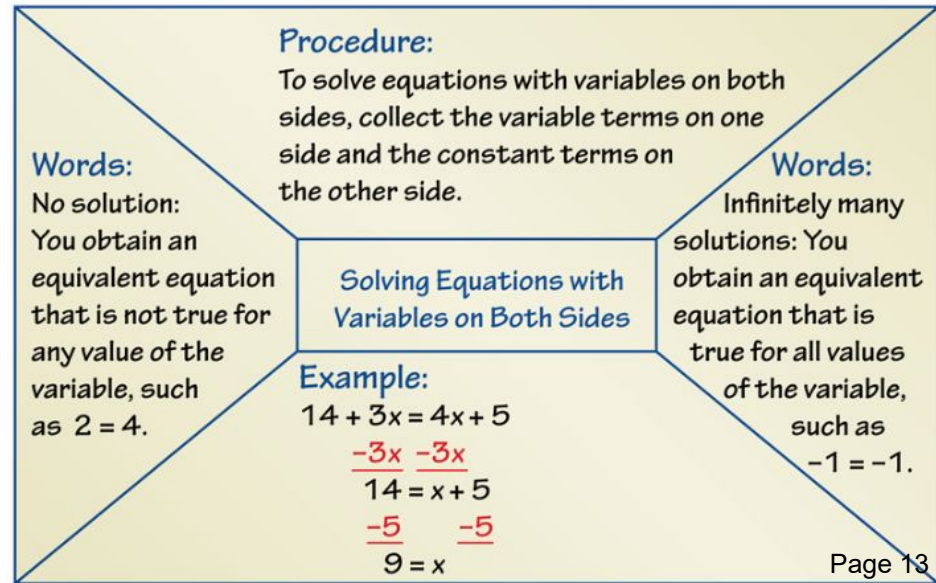
You will be asked to find the range of a person's target heart rate. What factors might affect the range of a person's target heart rate?

Included in Each Lesson: Vocabulary Lessons with Graphic Organizers



Graphic Organizers

You can use an **Information Frame** to help organize and remember a concept. Here is an example of an Information Frame for *solving equations with variables on both sides*.



Included in Each Lesson: Multiple Example Problems with Video Tutorial Options

EXAMPLE 1

Solving a Two-Step Equation



Example



Stepped Out



Video



See another example

Solve $3x + 15 = 24$.

$$3x + 15 = 24$$

Write the equation.

Undo the addition.

$$\rightarrow \begin{array}{r} 3x + 15 = 24 \\ -15 \quad -15 \\ \hline 3x = 9 \end{array}$$

Subtraction Property of Equality

$$3x = 9$$

Simplify.

Undo the multiplication.

$$\rightarrow \begin{array}{r} 3x = 9 \\ \hline \frac{3x}{3} = \frac{9}{3} \\ x = 3 \end{array}$$

Division Property of Equality

$$x = 3$$

Simplify.

Check



$$3x + 15 = 24$$

$$3(3) + 15 \stackrel{?}{=} 24$$

$$24 = 24 \checkmark$$

► The solution is $x = 3$.

Self-Assessment for Students

 Self-Assessment

1I do not understand.

2I can do it with help.

3I can do it on my own.

4I can teach someone else.

+

Chapter 1 Adding and Subtracting Rational Numbers

+

1.1 Rational Numbers

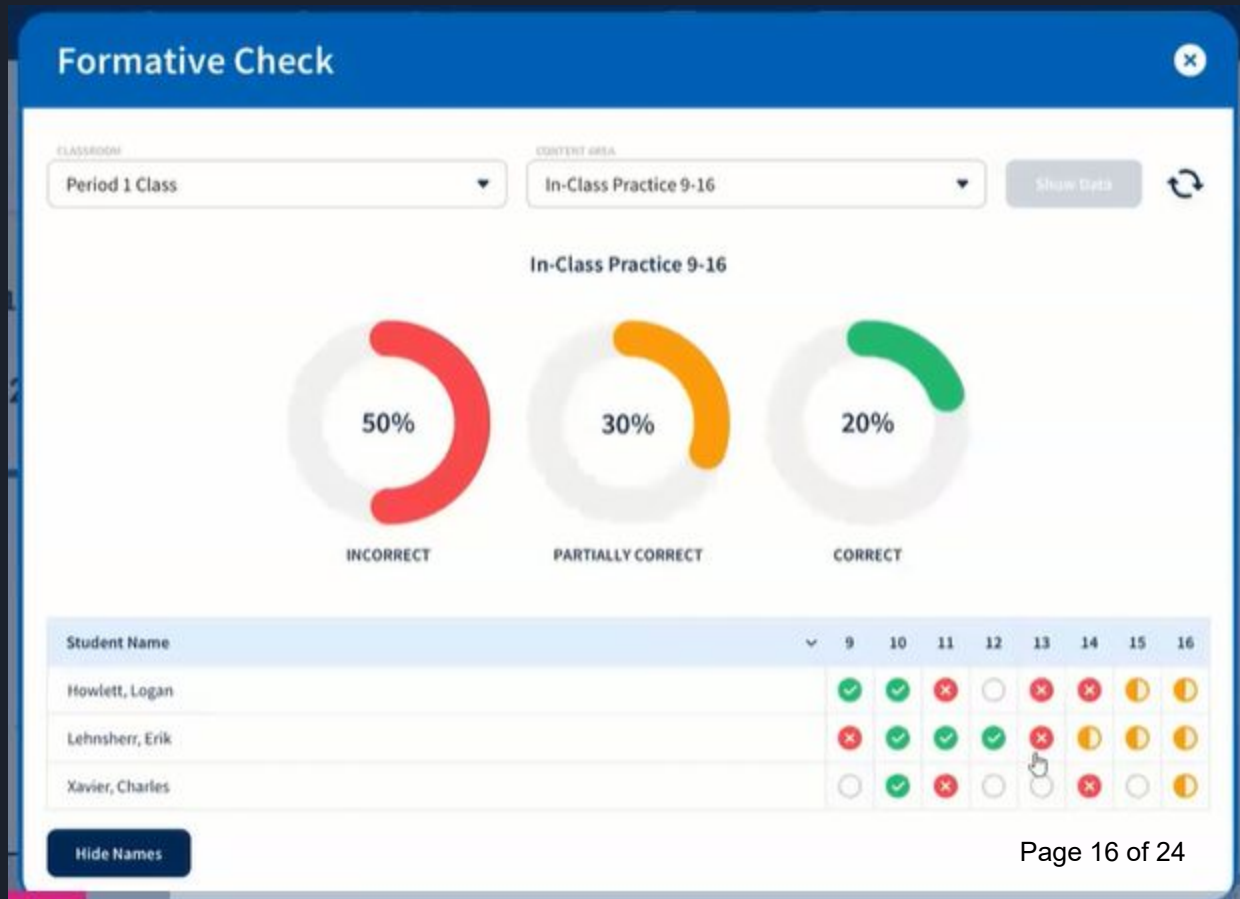
-

1.2 Adding Integers

Learning Target	1	2	3	4
Find sums of integers.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

Success Criteria	1	2	3	4
I can explain how to model addition of integers on a number line.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
I can find sums of integers by reasoning about absolute values.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can explain why the sum of a number and its opposite is 0.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Feedback for Teachers During the Lesson





Additional Teacher Resources

- Answer Presentation Tools
- Assessment Book
- Additional Differentiated Lessons
- eBook for Teacher & Student Edition
- STEAM Performance Tasks
- Additional Worksheets for Each Lesson
- Graphic Organizers
- Vocabulary Flash Cards



Assignments & Assessments

- Every lesson comes with roughly 50 practice problems with a mix of basic concept skills practice, application problems, and challenge/critical thinking problems.
 - TE has differentiation guides
- Each chapter is accompanied by premade quizzes and a summative chapter test. These assessments mimic the style of the assignments.



Customizing Assignments & Assessments

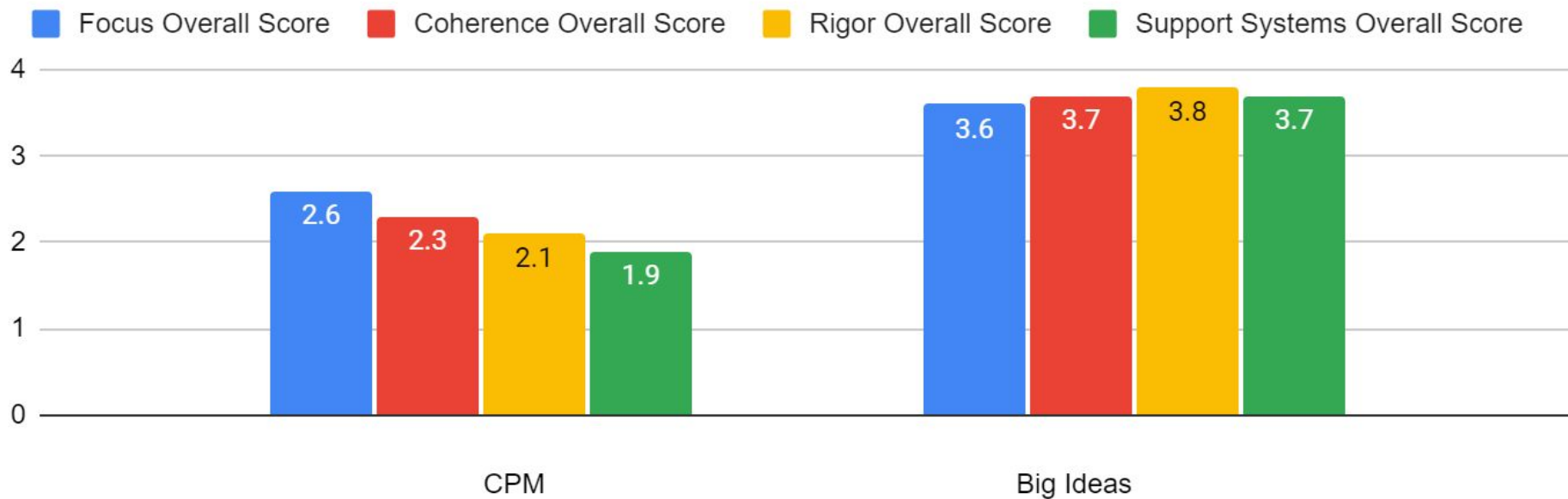
Teachers have access to a digital library question bank to make and assign custom assignments or assessments.



Main Reasons for Going with Big Ideas

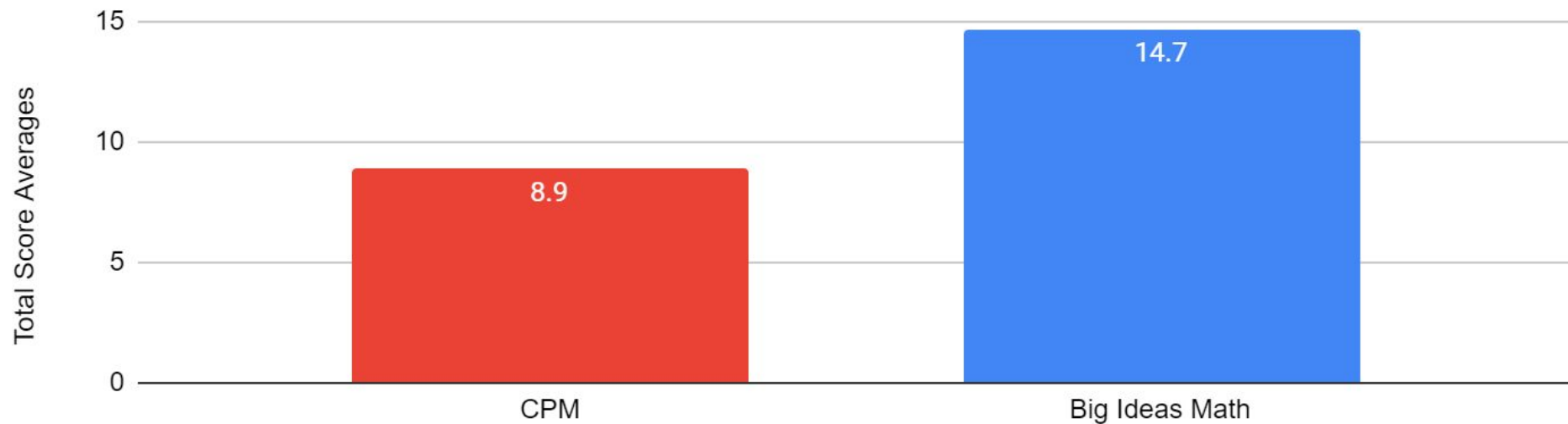
- Many more teacher supports, including pre-designed guided lessons. (Great for new(er) teachers)
- Built-in differentiation to better support learners of all levels.
- Multiple forms of feedback for better targeted intervention.
- Universal assignments & assessments to be used throughout the district.

Teacher Evaluation Results



Teacher Evaluation Results

Total Score Averages





Cost

Included Materials:

- Teach Edition print & digital resources
- Classroom sets of student edition textbooks for each teacher
- Student Journals(consumable) for each student
- Digital subscription for each student

Subscription Length	1 Year Subscription	3 Year Subscription
Total Cost	\$49,665	\$70,293



Questions?

AGENDA ITEM

Agenda Title: Approval of Pre-Qualified Lease-Leaseback Contractors and Subcontractors; EHS Albee Stadium Increment #1 Project
Meeting Date: June 23, 2022
Item: Consent

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

The Governing Board is asked to approve the pre-qualified lease-leaseback contractors and mechanical, electrical, and plumbing (MEP) sub-contractors for the Albee Stadium Increment #1 Project.

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

Contractors and MEP sub-contractors must be pre-qualified with the District in order to bid on the upcoming EHS Albee Stadium Increment #1 lease-leaseback project.

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)*

Pre-qualification with the District is a requirement.

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)*

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- Prequalification List

Pre-qualified General Contractors and Sub Contractors

Eureka High School Albee Stadium Lease Leaseback Project

GENERAL CONTRACTORS:

Broward Builders
Mercer Fraser
Pierson Company
Sequoia Construction/Wahlund Construction
Thompson Builders

SUB CONTRACTORS:

Building Energy Systems Consulting (BESC)
Design Air
California Heating
Colburn Electric
Maples Plumbing

AGENDA ITEM

Agenda Title: Approval of 22-23 Child Development Contract CSPP-2105,
California State Preschool Program

Meeting Date: June 23, 2022

Item: Consent

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

The Governing Board is asked to approve the 2022-2023 California Department of Education Child Development Contract CSPP-2105.

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

The contract provides funding to the Winzler Children's Center preschool for the 2022-2023 fiscal year.

STRATEGIC PLAN/PRIORITY AREA:

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

This contract is approved annually by the Board.

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

The Maximum Reimbursable Amount (MRA) is \$427,098.00.

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

John Leonard, Director of Student Services.

ATTACHMENTS:

Description

- CDE Child Development Contract 22-23



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2022CONTRACT NUMBER: CSPP-2105PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAMPROJECT NUMBER: 12-7551-00-2

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: EUREKA CITY SCHOOLS

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION*; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM CONTRACT TERMS AND CONDITIONS (CT&C)* and any subsequent changes to the CT&C*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with the CT&C, the CT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2022 through June 30, 2023. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the CT&C, based on the contract rate (which is the service county reimbursement rate as provided in <https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrateattb.xlsx>, applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System), the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$427,098.00.

During the term of this contract, the contract rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) 246:

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ctc2022.asp>.

IMPORTANT: Signature is not required. Pursuant to the submission of the Continued Funding Application, this agreement will automatically take effect July 01, 2022 unless rejected in writing by June 30, 2022.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 427,098 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 427,098	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
	(OPTIONAL USE) 0656 23038-7551			
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2022	FISCAL YEAR 2022-2023
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AGENDA ITEM

Agenda Title: Approval of the MOU between the Marshall Family Resource Center and the Mattole Valley Resource Center
Meeting Date: June 23, 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 Marshall Family Resource Center (MFRC) and the Mattole Valley Resource Center (MVRC) for the 2021-2022 fiscal year.

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

This MOU supports the MFRC to facilitate outreach to the community about COVID-19 vaccination, understanding the benefits and to effectively address the myths surrounding the vaccine.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 13: FAMILY AND COMMUNITY ENGAGEMENT

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 MFRC is eligible to receive a total of \$15,527.93 to be paid by August 30, 2022.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

- ▣ 21-22 MFRC MVRC MOU

AGREEMENT BETWEEN MATTOLE VALLEY RESOURCE CENTER
AND
SUBCONTRACTOR

Mattole Valley Resource Center (MVRC) intends to contract with

<u>Marshall Family Resource Center (MFRC)</u>	<u>38-3951405</u>
Name, Independent Contractor (IC)	Federal ID #
<u>Keri Lockard</u>	<u>(707)441-2516</u>
IC Contact Person	Preferred contact information (e.g. email address, phone number)
	<u>Lockardk@Eurekacityschools.org</u>

for the performance of certain tasks related to the DHHS- Public Health COVID-19 Vaccine Outreach and Education services entered into between the Mattole Valley Resource Center and the Department of Health and Human Services.

MVRC's principal place of business is located at 167 Sherman Avenue in Petrolia, CA 95558. The Marshall Family Resource Center's principal place of business is located at the following address: 2100 J St in Eureka, CA 95501. The Marshall Family Resource Center enters into this contract as an independent contractor and is bound by all terms and conditions of this contract and those elements of DHHS- Public Health COVID-19 Vaccine Outreach Professional Service Agreement, Attachment C, that apply directly to the tasks described in Attachment A, "Tasks and Deliverables" between MVRC and MFRC. The Marshall Family Resource Center is bound by all general terms and conditions found within DHHS- Public Health COVID-19 Vaccine Outreach Professional Service Agreement, as shown in Attachment C. The MFRC shall not be responsible, nor bear any liabilities for, tasks in the DHHS- Public Health COVID-19 Vaccine Outreach Professional Service Agreement that are assigned to the MVRC or other sub-contractors.

In consideration of the foregoing representations and the following terms and conditions, both parties agree:

1. Services to be performed: The Marshall Family Resource Center will absorb all costs, as allotted by funding and described in the budget related to the specific tasks to be performed by Marshall Family Resource Center, associated with conducting tasks described in Attachment A, "Scope of Work."

This contract involves completing certain tasks associated with DHHS- Public Health

COVID-19 Vaccine Outreach Professional Service

Agreement as outlined in Attachment A. The Marshall Family Resource Center agrees to complete work tasks and provide deliverable work products by dates specified in Attachment A and Attachment B at a schedule mutually agreed upon by MFRC and MVRC. The Marshall Family Resource Center will participate in the development of project reports (final or progress), given 15 days notice and an estimate of how much time the participation will take.

Marshall Family Resource Center shall include a disclosure statement on all written work products indicating that funding for this project has been provided through the Department of Health and Human Services in and deliverable or public document, written report, or brochure prepared in whole or in part pursuant to this contract.

MFRC shall notify MVRC at least 10 working days prior to any public or media event publicizing the accomplishments and/or results of this contract and provide the opportunity for attendance and participation by Department of Health and Human Services representatives and all parties performing work for the DHHS- Public Health COVID-19 Vaccine Outreach Professional Service Agreement

1. Terms of Payment: MVRC shall pay MFRC according to the following terms and conditions:

MVRC shall remit two payments of \$7,763.96 and \$7,763.97. The first payment shall be paid by May 30, 2022 upon successful submittal of signed contract, invoice, and W9. The second draw will be remitted by August 30, 2022 after final reporting is submitted and second period invoicing. Costs can start incurring January 1, 2022.

All reports shall be submitted to: MVRC Emily Herman at emilymvrc@gmail.com. **Total cost for all work is not to exceed \$15,527.92, and will conform to the budget outlined in Attachment B, "Budget for Tasks and Deliverables".** Additional funds that Marshall Family Resource Center may require to complete the scope of work described in Attachment A will be secured by Marshall Family Resource Center. See Attachment A and B for scope of work and reporting timeline.

All reports must be submitted to MVRC before the end of this agreement's term (see clause Attachments A & B on page 5).

2. Instruments: Marshall Family Resource Center shall supply all materials

and supplies to accomplish the designated tasks as described in Attachment A.

3. General supervision: The Marshall Family Resource Center retains the sole right to control or direct the manner in which the services described herein are to be performed. Subject to the foregoing, MVRC retains the right to inspect, to stop work and generally supervise the work to ensure its conformity with that specified herein.

4. Changes, Extra Work, and Disputes: Following consultation between MVRC, funding agency, and the MFRC be bound by any changes or alterations made by Department of Health and Human Services to the original contract specifications or plans, or any amount or character of the subcontract work or any part of the subcontract work, to the same extent that MVRC is bound by any such change or alteration, providing such changes can be accommodated by the remaining portion of the budget or additional funding is provided.

Any changes and alterations to this contract will be made by mutual written agreement between the MVRC and the MFRC, and will be documented in a written amendment to be signed by the MVRC and the MFRC. The budget and workplan provided within this agreement may only be changed by mutual, prior, written agreement of MVRC and MFRC. In the event there is a disagreement about any aspect of this Agreement the parties cannot resolve between themselves, they shall notify the other side of the impasse and suggest the name of a mediator or mediators. If the other side does not accept the suggested mediator(s), they shall have ten business days to make a counter-suggestion. In the event the parties cannot agree to a mediator(s), a mediator will be assigned from the panel of mediators chosen by the panel administrator of Humboldt County Bar Association's Alternative Dispute Resolution service. In the event the dispute is not resolved by mediation the parties shall choose a solo arbitrator using the same process for choosing a mediator and enter into binding and final arbitration. The arbitrator is empowered to issue equitable relief and to assess attorney fees and costs.

5. Warrant, Indemnity, and Hold Harmless: The Marshall Family Resource Center warrants and represents that it has every legal right to enter into this Agreement and to perform in accordance with its terms and that it is not and will not become a party to any agreement with anyone else that would be in violation of the rights granted to MVRC hereunder. MFRC will indemnify and hold MVRC harmless from and against any losses, damages, and liabilities, including reasonable attorney fees, resulting from this

Agreement or arising out of breach of this Agreement. This clause is intended to hold MVRC harmless for liabilities and damages claimed by third parties arising from MFRC activities in relation to tasks outlined in Attachment A. Damages or liabilities claimed by MFRC against MVRC or by MVRC against MFRC shall be resolved through mediation and/or arbitration as described in Section 6 of this Agreement. In the case that natural events or acts of God cause damage or delay to deliverables, MVRC will alter deliverable date and/or revise funding to the extent deemed necessary or possible by MFRC, MVRC, and Department of Health and Human Services to complete the task.

The Marshall Family Resource Center retains the right to seek recourse through mediation and arbitration in the case of a suspected breach of this contract between MFRC and MVRC.

6. Confidential information The Marshall Family Resource Center will not disclose directly or indirectly to or use for the benefit of any third party any proprietary or confidential information, knowledge or data acquired by virtue of its relationship with MVRC, without the prior written approval of MVRC. Similarly, MVRC will not disclose directly or indirectly to or use for the benefit of any third party any proprietary or confidential information, knowledge or data acquired by virtue of its relationship with Marshall Family Resource Center without the prior written approval of MFRC. MVRC will not disclose directly or indirectly to or use for the benefit of any third party any proprietary or confidential information, knowledge or data acquired by virtue of its relationship with MFRC without the prior written approval of MFRC. All confidential data given either by MFRC to the MVRC or by the MVRC to MFRC shall be clearly labeled as such.


It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration or termination of the Agreement. The Marshall Family Resource Center retains copyright of any materials produced under the tasks of Attachment A. Not subject to the foregoing, in the event of termination all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Marshall Family Resource Center under this Agreement shall, at the option of MVRC, be freely shared with the MVRC, and be utilized by MVRC in any manner compatible with the mission and goals of MVRC, with credit given to MFRC. MVRC and MFRC agree to accurately credit all data, information, and products generated in implementation of the DHHS- Public Health COVID-19 Vaccine Outreach Professional Service Agreement, tasks in any and all verbal and written communications.

7. Termination: This agreement shall end on 09/30/2022.

8. Amendments: All terms and conditions of any signed contract amendments are hereby incorporated into this contract and are fully binding. Contract amendments will be incorporated only once mutually agreed upon in writing by MVRC and MFRC, and signed by authorized representatives of both parties. **MVRC reserves the right to renegotiate any aspect of the original agreement during any amendment process.**

Emily Herman, Executive Director

Date


John Leonard, Director of Student Services
Eureka City Schools


Date

Attachment A: Scope of Work

Attachment B: Budget and Deliverables schedule

Attachment C: Primary (funder) Contract

MVRC-MFRC DHHS Public Health Covid-19

5

Attachment A: Scope of Work

Invoice Dates:

Invoices are due to the MVRC April 10th and July 15th.

Deliverables:

Reporting on contact attempts made, vaccination numbers, report of activities and lessons learned through a final report due July 15th for the period January 1, 2022 - June 30, 2022.

Attachment B: Budget and Deliverables schedule

DELIVERABLES TIMELINE AND BUDGET			
DELIVERABLES	DUE DATE	Payment Amount	NOTES
Submission of signed sub-contract, invoice and W9	04/10/2022	\$7,763.96	To be paid by 05/30/2022
Submission of final grant report and invoice	07/15/2022	\$7,763.97	To be paid by 08/30/2022

AGENDA ITEM

Agenda Title: Approval of PresenceLearning Contract for 2022-2023

Meeting Date: June 23, 2022

Item: Consent

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

The Governing Board is asked to approve the 2022-2023 contract with PresenceLearning to provide teletherapy speech services.

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

Eureka City Schools has more students that require speech and language therapy services than can be supported by current ECS Speech and Language Pathologists. PresenceLearning provides teletherapy speech services to students.

STRATEGIC PLAN/PRIORITY AREA:

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

This contract is approved annually.

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

Total contract amount is \$340,054.00. \$23,452.00 for services in December and \$35,175.00 for all other months, September through June. Speech services for 205 students and 60 assessments to be conducted.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

- ▣ PresenceLearning Contract 2022-2023



PresenceLearning

Service Order

LEA Name and Contact Information

Name: Eureka City School District - CA

Address: 2100 J St Eureka, CA

LEA Primary Point of Contact

Name: John Leonard

Email Address: leonardj@eurekacityschools.org

LEA Secondary Point of Contact

Name:

Email Address:

PresenceLearning Contact Information

Name: Kimberly Catello

Email Address: kimberly.catello@presencelearning.com

Service Order

1. Services

Service Type	Student Quantity/ Groups	Service Rate
Hourly SLP Services	205	\$88.00
Hourly OT Services	0	\$88.00
Hourly BMH Services	0	\$88.00
Hourly SLP Services - Short-term Leave	0	\$115.00
Hourly SLP Services - Bilingual	0	\$106.00
Hourly BMH Services - Bilingual	0	\$106.00
Hourly BMH Services - Short-term Leave	0	\$115.00
Hourly OT Services - Short-term Leave	0	\$115.00
Hourly OT Services - Bilingual	0	\$106.00
Annual Student Administrative Fee	205	\$100.00

2. SLP Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by SLP	0	\$66.00
Bilingual Screening by SLP	0	\$120.00
Evaluation Coordination and Reporting by SLP	0	\$257.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$257.00
Review of Records by SLP	0	\$120.00
Additional Assessment Component by SLP	0	\$50.00
Articulation Standard Assessment by SLP	0	\$75.00
Auditory Processing Select Index by SLP	0	\$88.00
Classroom Observation by SLP	0	\$49.00
Early Childhood Language Assessment by SLP	0	\$107.00
Fluency Standard Assessment by SLP	0	\$120.00
Language Select Index by SLP	0	\$50.00
Language Standard Assessment by SLP	0	\$155.00
Pragmatic Language Standard Assessment by SLP	0	\$95.00
Phonological Process Analysis Select Index by SLP	0	\$45.00
Phonological Processing Assessment by SLP	0	\$80.00
Supplemental Language Screener by SLP	0	\$45.00

Service Type	Student Quantity/ Groups	Service Rate
Spanish Language Standard Assessment by SLP	0	\$148.00
Spanish Language Select Index by SLP	0	\$60.00
Spanish Auditory Processing Select Index by SLP	0	\$90.00
Additional Bilingual Assessment Component by SLP	0	\$60.00
Spanish Articulation Measures (SAM) by SLP	0	\$49.00
Spanish Articulation Standard Assessment by SLP	0	\$65.00
Augmentative Alternative Communication (AAC) Assessment by SLP	0	\$120.00
Additional Language Subtest by SLP	0	\$50.00
Home Coordination by SLP	0	\$120.00
Language Difference vs. Disorder Analysis by SLP	0	\$89.00
Pre-referral Meeting by SLP	0	\$120.00
Bilingual Services by SLP	0	\$120.00
Unplanned Student Absence SLP	0	\$20.00

3. OT Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by OT	0	\$66.00
Evaluation Coordination and Reporting by OT	0	\$257.00
Review of Records by OT	0	\$120.00
Classroom Observation by OT	0	\$49.00
Standard School-Related-ADL Assessment by OT	0	\$80.00
Standard Sensory Processing Assessment by OT	0	\$80.00
Standard Motor Skills Assessment by OT	0	\$89.00
Standard Visual Perception Assessment by OT	0	\$80.00
Standard Preschool Assessment by OT	0	\$120.00
Additional Assessment Component by OT	0	\$50.00
Home Coordination by OT	0	\$120.00
Informal Fine Motor Assessment by OT	0	\$49.00
Pre-referral Meeting by OT	0	\$120.00
Unplanned Student Absence OT	0	\$20.00

4. BMH Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by MHP/Ed Diag	0	\$155.00
Evaluation Coordination and Reporting by MHP/ Ed Diag	0	\$290.00
Review of Records by MHP/Ed Diag	0	\$279.00
Rating Scale Assessment by MHP/Ed Diag	0	\$160.00

Service Type	Student Quantity/ Groups	Service Rate
Classroom Observation by MHP/ Ed Diag	0	\$140.00
Additional Assessment by MHP/Ed Diag	0	\$279.00
Additional Requested Meetings by MHP/Ed Diag	0	\$69.00
Bilingual Services by MHP/Ed Diag	0	\$140.00
Home Coordination by MHP/Ed Diag	0	\$140.00
Pre-referral Meeting by MHP/Ed Diag	0	\$140.00
Additional Requested Paperwork by MHP/Ed Diag	0	\$69.00
Screening by MHP/Ed Diag	0	\$155.00
Review of Records by MHP/Ed Diag	0	\$279.00
Rating Scale Assessment by MHP/Ed Diag	0	\$160.00
Pre-referral Meeting by MHP/Ed Diag	0	\$140.00
Evaluation Coordination and Reporting by MHP/ Ed Diag	0	\$290.00
Classroom Observation by MHP/ Ed Diag	0	\$140.00
Bilingual Services by MHP/Ed Diag	0	\$140.00
Functional Behavior Assessment by MHP/Ed Diag	0	\$418.00
Intervention Data Analysis by MHP/Ed Diag	0	\$69.00
Parent Interview by MHP/Ed Diag	0	\$69.00
Student Interview by MHP/Ed Diag	0	\$69.00
Teacher Interview by MHP/Ed Diag	0	\$69.00
Unplanned Student Absence MHP/Ed Diag	0	\$30.00

5. Psychoeducational Assessments

Service Type	Student Quantity/ Groups	Service Rate
Evaluation Coordination and Reporting by MHP/ Ed Diag	0	\$290.00
Review of Records by MHP/Ed Diag	0	\$279.00
Cognitive Select Index	0	\$175.00
Processing Select Index	0	\$175.00
Achievement Select Index	0	\$140.00
Rating Scale Assessment by MHP/Ed Diag	0	\$160.00
Classroom Observation by MHP/ Ed Diag	0	\$140.00
Achievement Standard Battery	0	\$279.00
Long Cognitive Battery	0	\$338.00
Additional Assessment by MHP/Ed Diag	0	\$279.00
Processing Standard Battery	0	\$338.00
Additional Requested Meetings by MHP/Ed Diag	0	\$69.00
School Psych Consultation	0	\$88.00

Service Type	Student Quantity/ Groups	Service Rate
Bilingual Services by MHP/Ed Diag	0	\$140.00
Short Cognitive Battery	0	\$175.00
Spanish Select Index	0	\$311.00
Spanish Battery	0	\$404.00
Screening by MHP/Ed Diag	0	\$155.00
Home Coordination by MHP/Ed Diag	0	\$140.00
Pre-referral Meeting by MHP/Ed Diag	0	\$140.00
Additional Requested Paperwork by MHP/Ed Diag	0	\$69.00
Functional Behavior Assessment by MHP/ Ed Diag	0	\$418.00
Intervention Data Analysis by MHP/Ed Diag	0	\$69.00
Parent Interview by MHP/ Ed Diag	0	\$69.00
Student Interview by MHP/Ed Diag	0	\$69.00
Teacher Interview by MHP/Ed Diag	0	\$69.00
Unplanned Student Absence MHP/Ed Diag	0	\$30.00

Document Camera	\$85.00 (each)
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Service Order

Contracted Students	205
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Assessments Commitment	60
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Monthly Commitment*	\$35,178.00	400 hours at \$88.00
December Commitment*	\$23,452.00	267 hours at \$88.00

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	July 1, 2022 through June 30, 2023
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Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	LEA
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Master Service Agreement

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT (THE "ORDERING DOCUMENT") THAT INCORPORATES THIS MASTER SERVICE AGREEMENT ("MASTER CONTRACT"), LEA (AS DEFINED IN THE ORDERING DOCUMENT) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTRACT. THE ORDERING DOCUMENT AND MASTER CONTRACT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MASTER CONTRACT.

1. THE AGREEMENT.

This Agreement is entered into between LEA and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, Suite 1850, San Francisco, California 94104 "PresenceLearning" or "CONTRACTOR") (collectively, "Parties") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement ("ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). Provided that the LEA submits to CONTRACTOR an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

2. CERTIFICATION.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS.

During the term of this Agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Agreement; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF AGREEMENT.

The term of this Agreement shall be reflected on the ORDERING DOCUMENT and shall not exceed one year (Title 5 California Code of Regulations section 3062(a)) unless otherwise in writing.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION.

This Agreement includes the LEA Procedures and each ISA and they are incorporated herein by this reference. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in the ORDERING DOCUMENT. This Agreement may be amended only by written amendment executed

by both parties. The LEA may require copies of teacher credentials and clearances, insurance documentation and CDE certification. The LEA may also require additional information as applicable. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Agreement between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT.

This Agreement shall include an ISA for each LEA student to whom CONTRACTOR is to provide services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Agreement in effect. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students. Any and all changes to a LEA student's educational placement/program provided under this Agreement and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Agreement, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. Unless otherwise provided in this Agreement or in the IEP or ISA, the CONTRACTOR shall provide all services specified in the IEP. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service which it agreed to provide at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period. If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement. Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS.

The following definitions shall apply for purposes of this contract:

- a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the applicable standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in service of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

d. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term “parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, or a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). “Parent” does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

f. The term “days” means calendar days unless otherwise specified.

g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

ADMINISTRATION OF CONTRACT

8. NOTICES.

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the ORDERING DOCUMENT. Notices to CONTRACTOR shall be addressed as indicated on the ORDERING DOCUMENT.

9. MAINTENANCE OF RECORDS & CONFIDENTIALITY.

CONTRACTOR shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, “records” may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need not record access to the LEA student's records by: (a) the LEA student's

parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, any current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. If LEA collects benchmarking data at the individual or school level, LEA shall provide CONTRACTOR with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by this Section or applicable law, CONTRACTOR may store indefinitely, use and publish deidentified benchmarking data. LEA understands that it may receive confidential and proprietary information relating to CONTRACTOR's business (hereinafter referred to as "CONTRACTOR CONFIDENTIAL INFORMATION"). LEA agrees that the CONTRACTOR CONFIDENTIAL INFORMATION is confidential and is the sole, exclusive and extremely valuable property of CONTRACTOR. In addition, LEA understands that it may receive confidential and proprietary information of third parties other than LEA, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, LEA agrees that it will keep confidential CONTRACTOR CONFIDENTIAL INFORMATION the confidential and proprietary materials and information of CONTRACTOR and third parties which it receives or to which it has physical or digital access pursuant to this Agreement. LEA also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that CONTRACTOR shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose CONTRACTOR CONFIDENTIAL INFORMATION or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify CONTRACTOR promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit CONTRACTOR to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

10. SEVERABILITY CLAUSE.

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST.

This Agreement binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW.

The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES.

This Agreement may be modified or amended by the LEA, with mutual agreement of CONTRACTOR, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION AND RENEWAL.

This Agreement or any Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Agreement. ISAs are void upon termination of this Agreement except as provided in Sections 5 and 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate an ISA, either party shall give twenty (20) days prior written notice. This Agreement shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM") and shall automatically renew on an annual basis (each a "RENEWAL TERM") unless (a) terminated in accordance with this Section or (b) either party gives written notice of its intention not to renew forty-five (45) days before expiration of the INITIAL TERM or a RENEWAL TERM. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Agreement, which accrued before such termination or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Agreement by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Agreement and LEA shall pay a cancellation fee of \$750 per Student, multiplied by the greater of (a) the number of students who have received SERVICES in the 60 days before termination or (b) the number of Contracted Students (as defined in the ORDERING DOCUMENT) (hereinafter referred to as the "TERMINATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the TERMINATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

15. INSURANCE.

CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best. At the request of LEA, CONTRACTOR will provide a Certificate of Insurance.

16. INDEMNIFICATION AND HOLD HARMLESS.

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations CONTRACTOR would not enter into this Agreement.

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this Agreement.

17. INDEPENDENT CONTRACTOR.

Nothing herein contained will be construed to imply a joint venture, partnership or principal- agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTORS.

LEA understands and agrees that CONTRACTOR will subcontract the provision of services pursuant to this Agreement to independent contractors who shall have applicable clearances and qualifications as set forth in Sections 35 and 36 (each hereinafter referred to as a "SUBCONTRACTOR" and collectively as "SUBCONTRACTORS").

19. CONFLICTS OF INTEREST/NON-SOLICITATION.

LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors. CONTRACTOR and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with CONTRACTOR if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA acknowledges and agrees to the ability of CONTRACTOR, through employees, agents and/or SUBCONTRACTORS, to conduct an assessment or evaluation, including but not limited to an Independent Educational Evaluation (hereinafter referred to as "IEE"), of a LEA student, and provide services to that student pursuant to an IEP or ISA that reflects the findings of that assessment or evaluation. Where this Agreement provides that CONTRACTOR shall conduct one or more assessments or evaluations of a LEA student, LEA agrees to fund requested services provided to that student for whom the assessment or evaluation is requested. LEA shall not, during the term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement without CONTRACTOR's prior written consent. LEA should contact its account manager with any inquiries concerning the aforementioned. If LEA causes any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement to terminate or curtail that individual's relationship with CONTRACTOR, and such termination or curtailment results in a loss of business or revenue for CONTRACTOR, LEA shall pay a solicitation fee of \$30,000 (hereinafter referred to as the "SOLICITATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual likely to result from breach of the foregoing are difficult to estimate and would be difficult for CONTRACTOR to approve. The parties intend that LEA's payment of the SOLICITATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of the foregoing obligations, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

20. NON-DISCRIMINATION.

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

21. FREE AND APPROPRIATE PUBLIC EDUCATION.

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP"), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement).

22. GENERAL PROGRAM OF INSTRUCTION.

All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program. CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CALENDARS.

CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill LEA only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar.

25. DATA REPORTING.

CONTRACTOR shall provide to LEA on request data related to student information and billing information concerning the services provided pursuant to this Agreement. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports, as applicable. The LEA may approve use of CONTRACTOR provided forms at their discretion.

26. MANDATED ATTENDANCE AT LEA MEETINGS.

CONTRACTOR, through an employee, agent and/or SUBCONTRACTOR, may attend LEA mandated meetings concerning services provided pursuant to this Agreement by phone, video conference or in-person, at CONTRACTOR's sole discretion. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

27. IEP TEAM MEETINGS.

An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student receiving services by or through CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Agreement or by mutual agreement, CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, and LEA shall participate in all IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Agreement, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to and participation of the CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, may attend IEP team meetings by phone or by video conference..

CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS)(hereinafter referred to as "THE APPROVED SYSTEM") for all IEP planning and progress reporting. LEA or the SELPA shall provide training for CONTRACTOR to assure access to THE APPROVED SYSTEM. CONTRACTOR shall maintain confidentiality of all IEP data on THE APPROVED

SYSTEM and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services pursuant to this Agreement from CONTRACTOR, CONTRACTOR shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

28. SURROGATE PARENTS.

CONTRACTOR shall comply with LEA surrogate parent assignments.

29. DUE PROCESS PROCEEDINGS.

CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as requested by LEA. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Agreement.

30. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS.

On written request by LEA, CONTRACTOR shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement. A copy of any progress reports shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student with respect to goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services which CONTRACTOR is providing pursuant to this Agreement. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion. It is understood that all billable hours, excluding indirect services such as documentation, should be specified in the ISA. Supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential. CONTRACTOR shall not charge the LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that copies of data

collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

31. LEA STUDENT CHANGE OF RESIDENCE

. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures. If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

32. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT.

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. It is understood, that all employees, agents, and SUBCONTRACTORS of CONTRACTOR shall adhere to customary professional standards when providing SERVICES (as defined in Section 57). All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract. Except as otherwise expressly set forth herein, SERVICES are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

33. CONTRACTOR MATERIALS.

CONTRACTOR will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, services, designs, know-how, data, software, graphic art and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or in part, by CONTRACTOR or its agents or affiliates which arise out of the performance of services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided LEA is not in breach of any term of this Agreement, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the materials for which CONTRACTOR has the right to so grant solely to assist in the provision of services in accordance with the terms herein.

34. MONITORING.

CONTRACTOR shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

PERSONNEL

35. CLEARANCE REQUIREMENTS.

CONTRACTOR shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees or SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or SUBCONTRACTOR's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition,

with regard to employees and SUBCONTRACTORS who will have direct contract with LEA students, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

36. STAFF QUALIFICATIONS.

CONTRACTOR shall ensure that all individuals employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice. CONTRACTOR shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

37. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS.

At LEA request, CONTRACTOR shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by persons employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR who will be providing services to LEA students pursuant to this Agreement. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of services to LEA students, as specified in the LEA Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for any employee or SUBCONTRACTOR prior to such person's starting to work with any student. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all persons employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide services pursuant to this Agreement. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials, permits and/or other documents concerning such persons' or CONTRACTOR's ability to provide such services within 45 days of known changes. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Agreement. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Agreement by the LEA.

38. STAFF ABSENCE.

When CONTRACTOR's service provider is absent, CONTRACTOR shall attempt to provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute to provide services to their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

39. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME.

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. For services provided on a public school campus, sign in/out procedures shall be followed

by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program. For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

40. HEALTH AND SAFETY.

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation of such compliance for each individual volunteering, employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR before the individual comes in contact with a LEA student.

41. INCIDENT/ACCIDENT REPORTING.

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

42. CHILD ABUSE REPORTING.

CONTRACTOR and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

43. SEXUAL HARASSMENT.

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

44. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES.

CONTRACTOR shall assure LEA that the agency has the necessary financial resources to provide the services provided for pursuant to this Agreement and will distribute those resources in such a manner to implement the IEP for each and every student receiving such services.

CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "SERVICES"), including associated indirect services, specified in the LEA students' IEPs and ISAs. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and governed by all applicable federal and state laws. SERVICES may include but are not limited to the following:

- a. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
- b. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing a Review

of Records, writing an integrated report, attending the pre-assessment and results meetings, and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.

- c. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- d. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
- e. Setup, including equipment and provision of a camera for use with PA and other services if ordered

CONTRACTOR shall maintain separate registers for any SERVICES provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Agreement and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for services rendered. Invoices and related documents shall be properly submitted electronically unless another method of delivery is mutually agreed upon. Each invoice will contain information as may be requested by the LEA. Such an invoice is subject to all conditions of this Agreement. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training. Invoices should be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the invoice date. In no case shall initial payment claim submission for any fiscal year (July through June) extend beyond the following June 30th after the close of the fiscal year. In no case shall any rebilling for the fiscal year (July through June) extend beyond 12 months after the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

45. RIGHT TO WITHHOLD PAYMENT.

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice as requested; (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by twelve (12) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected. The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. If LEA determines that cause exists to withhold payment to CONTRACTOR based exclusively on the above criteria in this Section, LEA shall, within ten (10) business days of receipt of an invoice (hereinafter referred to as the "DISPUTE PERIOD"), provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Unless CONTRACTOR

receives notice of any such dispute within the DISPUTE PERIOD, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Within thirty (30) days from the date of receipt of any notice of dispute, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied. If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days. After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2). Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

46. PAYMENT FROM OUTSIDE AGENCIES.

LEA understands that CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. If CONTRACTOR bills Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students, CONTRACTOR shall notify LEA and, upon request, shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

47. STUDENT ABSENCES.

CONTRACTOR shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

48. INSPECTION AND AUDIT.

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR may provide access, on request, to LEA to records as defined in Section 9 above. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

49. RATE SCHEDULE/ORDERING DOCUMENT.

In consideration for the Services, LEA agrees to pay CONTRACTOR, in accordance with the fees identified on the ORDERING DOCUMENT, all undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus CONTRACTOR'S reasonable costs of collection.

(a) Clinical Services. The ORDERING DOCUMENT will list the clinical discipline of the services LEA purchases ("Clinical Services") referenced as SLP Services, SLP Supervision, OT Services, OT Supervision, BMH Services. These Clinical Services may be purchased as an Hourly Service or Annual Service.

- (b) Hourly Service Fee. If applicable, the ORDERING DOCUMENT may specify an Hourly Service Fee, for a particular discipline (SLP, OT, BMH) which is based on a per hour, per clinician pricing.
- (c) Annual Service Fee. If applicable, the ORDERING DOCUMENT may specify an Annual Service Fee, for a particular discipline (SLP, OT, BMH) which is based on the student group size and therapy hours (the assumptions will be listed). If LEA makes any changes, CONTRACTOR may make a pricing adjustment to the Annual Service Fee.
- (d) Student Administrative Fee. If applicable, the ORDERING DOCUMENT may specify Student Administrative Fee which will be billed in the first invoice and any Renewal Term on a per student, per service basis. At any time during the Term, if students are added to receive a Service, LEA will be billed Student Administrative Fee for those students during the month the services start.
- (e) Monthly Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum dollar payment due each month during the Term ("Monthly Commitment"), excluding any Psychoeducational Assessment minimums. A Monthly Commitment fee will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If LEA's fees are less than the Monthly commitment, LEA will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, LEA shall pay the total fees incurred for the month.
- (f) Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify the minimum number of assessments (excluding Psychoeducational Assessments) for which payment is due at the end of the Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Term, CONTRACTOR will reconcile the Assessment Commitment with actual Assessments given, and LEA will be invoiced for the difference if the Assessment Commitment was not met.
- (g) Psychoeducational Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum fee for psychoeducational assessments for which payment is due at the end of the Term. At the end of the Term, CONTRACTOR will reconcile the Psychoeducational Assessment Commitment fee with actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference if the Psychoeducational Assessment Commitment fee was not met.
- (h) Unplanned Student Absence Fee. If LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence ("Unplanned Student Absence"), LEA agrees to pay CONTRACTOR the applicable Rate for the duration of the scheduled session. If LEA has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.
- (i) Contracted Students. If applicable, the ORDERING DOCUMENT may specify the number of students for whom LEA has purchased Services.
- (j) Disputes. LEA may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, LEA shall remit the amount owed within ten (10) calendar days.

50. DEBARMENT CERTIFICATION

CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes

relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

51. REPRESENTATIONS.

LEA hereby represents and warrants to CONTRACTOR as follows:

- (a) LEA has the right, power, and authority to enter into and perform its obligations under this Agreement,
- (b) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement,
- (c) the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA,
- (d) this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies,
- (e) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof,
- (f) LEA will comply with any applicable law concerning SERVICES, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes CONTRACTOR or its employees, agents or SUBCONTRACTORS from complying with any applicable law,
- (g) any authorized representative of LEA (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") has the authority to enter into an ORDERING DOCUMENT for the provision of services,
- (h) that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "STUDENT RECORDS") prior to LEA's providing CONTRACTOR with access to such STUDENT RECORDS,
- (i) that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of SERVICES in no way replaces or substitutes for the professional judgment of LEA or a SUBCONTRACTOR,
- (j) that prior to receiving services, LEA will provide CONTRACTOR with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by CONTRACTOR, and that if LEA does not provide CONTRACTOR with the specified conditions, as determined by CONTRACTOR in its sole discretion, within 30 days of the beginning of a TERM, CONTRACTOR does not guarantee sufficient clinician availability to provide services, and
- (k) that LEA acknowledges that CONTRACTOR is not a healthcare provider or clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of STUDENT RECORDS made available to it pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PresenceLearning, Inc.	LEA
By:	By:
Name:	Name:
Title:	Title:



Date:	Date:
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Equipment Schedule

This Equipment Schedule (the “Schedule”) is incorporated and made part of the Master Service Agreement (the “Agreement”) between PresenceLearning, Inc., (“PresenceLearning”) and entity named in the Service Order that is receiving the Services (“Customer”) and lists the terms and conditions of the purchase of hardware, test kits and materials (collectively “Equipment”) from PresenceLearning. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Included Hardware.** In connection with the provision of the Services, Customer may, at Customer’s option, be provided with the following hardware at no additional cost.

Hardware Type	Units per Student
Webcam	1 for every 40 students
Headset	1 for every 10 students
Headset USB	1 for every 10 students
Splitter	1 for every 10 students

2. **Hardware Available for Purchase.** Customer may, at Customer’s option, purchase the additional hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
iPad Splitter	\$10.00
Document Camera	\$85.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 10.

3. **WISC-V Kits.**

- 3.1 Purchase of WISC-V Kits. If the Agreement provides that the Customer may access WISC-V assessments, Customer may purchase WISC-V test kits (each, a “Kit”) from PresenceLearning. Kits are not included in the price of the assessments. Each Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V assessments. Prices of the Kits will be reflected in the Service Order entered into at the time the Kits are to be purchased.

WISC-V	Price per unit
WISC-V Stimulus Book	\$11.00
WISC-V Blocks	\$46.00

- 3.2 Tracking and Return of Kits. Customer understands and acknowledges that the Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Kit from each student that received one. After a Kit has been used, Customer must arrange for the return of the Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to PresenceLearning that the Kits are in the Customer’s possession (in a mutually agreed upon manner). At no time will a Kit remain in

the possession of Customer's student once it has been used.

4. Delivery; Title; Risk of Loss.

4.1 Brick and Mortar Schools. PresenceLearning will ship Equipment directly to Customer at the address provided in the Agreement. If Customer's location is temporarily inaccessible due to COVID-related closures, PresenceLearning will temporarily ship Equipment to any other address provided by Customer.

4.2 Virtual School. PresenceLearning will ship the Equipment to the addresses provided by Customer.

4.3 FOB. PresenceLearning shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.4 Delivery Dates. All delivery dates are approximate. PresenceLearning shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.5 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. **Delivery Addresses**. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to PresenceLearning's error, PresenceLearning will promptly ship replacement Equipment to the correct address at no cost to Customer.

6. **Inspection of Goods**. Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify PresenceLearning of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to PresenceLearning in accordance with accepted trade practices.

7. **Fees; Payment**. Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

8. **Disclaimer of Warranty**. PresenceLearning is not the manufacturer of the Equipment and the Equipment is being sold "as is," and the PresenceLearning disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

9. **Delay or Failure to Perform**. PresenceLearning will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of PresenceLearning's control. PresenceLearning shall notify Customer immediately upon realization that it will not be able to deliver the Materials as promised.

10. **Suggested Hardware Specification**. The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> • Attachable tripod • Video resolution 1920X1080 • Auto focus • Field of View = 65° 	N/A	N/A
Headset	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> • Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing 	ANDREA	Y-100B
Sound card	<ul style="list-style-type: none"> • External USB headset adapter with CD quality digital sample rates • Bypasses a computer's sound system, creating superior low-noise audio 	ANDREA	EDU-USB PL- CS-PRESENCE
Document camera	<ul style="list-style-type: none"> • Capture images of A4 and US letter pages • Built-in LED lights 	HUE	HD Pro Camera



Addendum to the Master Service Agreement

This Addendum (the “Addendum”) is hereby attached and made part of the existing Master Services Agreement (“Agreement”) between PresenceLearning and Customer. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement. In the event of any conflicting definitions, terms or conditions between this Addendum and the Agreement, this Addendum shall control.

The parties agree to amend the Agreement as follows:

1. Clinical Services. The Service Order will list the clinical discipline of the services Customer has purchased, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical services, IEP development, attendance to meetings (collectively, “Clinical Services”).

2. Clinician Conversion; Conversion Fee.

2.1. Clinician Conversion. During the Term of the Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any PresenceLearning clinician except in accordance with the terms set forth in this Section 2.

2.2. Conversion Fee. Customer shall notify PresenceLearning of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a “Converted Clinician”). Upon the date a Converted Clinician commences employment with Customer (the “Conversion Effective Date”): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the expiration of the Service Order pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay PresenceLearning the applicable fee set forth below (such fee, the “Conversion Fee”):

Calculation of Conversion Fee

Conversion Effective Date:	Conversion Fee:
July 1 st – September 30 th	\$20,000.00
October 1 st – December 31 st	\$15,000.00
January 1 st – March 31 st	\$10,000.00
April 1 st – June 30 th	\$5,000.00

3. Additional Fees.

3.1. Short-Term Assignments. If Customer requires PresenceLearning to deliver Clinical Services, excluding any Assessments or Evaluations, for periods that are not expected to exceed eighty-four calendar (84) days (such assignments, “Short-Term Assignments”), the fees for such Short-Term Assignments shall include an additional fee equal to 30% of the hourly service fee set forth in the applicable Service Order (the “Short-Term Premium”). For the avoidance of doubt, the Short-Term Premium shall not be due and payable with respect to any Assessments or Evaluations.

3.2. Bilingual Services Fee. If Customer requires PresenceLearning to deliver any services to students in a language other than English (such services, “Bilingual Services”) the fees for such Bilingual Services



shall include an additional fee equal to 20% of the hourly service fee set forth in the applicable Service Order.

3.3. Service Coordination Fee. If applicable, the Service Order may specify a Service Coordination Fee which will be billed monthly and will include planning, coordination and administration of services and other services not included in Clinical Services.

3.4. Unplanned Student Absence Fee. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an “Unplanned Student Absence”), Customer agrees to pay Contractor (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH assessment. If Customer has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.

Agreed to:

Agreed to:

PresenceLearning, Inc.	Licensee: [Entity Name]
By: _____ Authorized by Signature Date	By: _____ Authorized by Signature Date
Print Name: _____	Print Name: _____

AGENDA ITEM

Agenda Title: Approval of AMN Healthcare Contract 22-23
Meeting Date: June 23, 2022
Item: Consent

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

The Governing Board is asked to approve the agreement between Eureka City Schools and AMN Healthcare for teletherapy speech services.

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

Eureka City Schools has more students that require speech and language therapy services than can be supported by current ECS Speech and Language Pathologists (SLP). AMN provides an SLP to conduct teletherapy speech services.

STRATEGIC PLAN/PRIORITY AREA:

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 \$)*

Estimated maximum cost for the 2022-2023 school year is \$136,800.00

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

- ▣ AMN Healthcare Service Confirmation



6/7/2022

John Leonard
Eureka City Schools
2100 J Street
EUREKA, CA 95501

Dear John Leonard,

This letter is to memorialize and confirm your verbal acceptance of **Kearston Burton** for provision of temporary allied services at **Eureka City Schools - EUREKA, CA** for **03/28/2022 - 6/3/23**, under the terms in the parties' Healthcare Staffing Agreement (the "Agreement"). We appreciate your business and hope that you will enjoy having **Kearston Burton** working at your facility. This assignment is contingent upon provider completion of AMN Healthcare's Quality Assurance process.

Pre-Approved Time Off:

Rates: Client agrees to pay AMN Healthcare for services rendered by the provider according to the following rates:

Speech/Language Pathologist:
Hourly Rate: \$95.00/Hour
Overtime Rate: \$95.00/Hour
On Call Rate: \$ /Hour
Call Back Rate: \$95.00/Hour
Holiday Rate: \$95.00/Hour
Housing Reimbursement:
Mileage Reimbursement:

To the extent the rates set forth above are inconsistent with the Agreement (including the schedules thereto), these rates shall govern.

This confirmation letter is hereby incorporated into your existing Agreement. If you do not accept or agree with any of the terms set forth herein, you must notify AMN Healthcare upon receipt of this confirmation letter. This confirmation letter is deemed accepted by Client if no objection is received within 24 hrs of the date of this letter.

Please sign, date and return this confirmation letter via email to my attention at sam.mccart@amnhealthcare.com.

AMN Healthcare

Sam McCart, Regional Account Manager
AMN Healthcare
8840 Cypress Waters Blvd., Suite 300
Dallas, TX 75019

By John Leonard
Eureka City Schools
2100 J Street
EUREKA, CA 95501

Date: _____

AGENDA ITEM

Agenda Title: Approval of Temporary Food Service Agreement for Summer Meal Service between Cutten Elementary School District and Eureka City Schools

Meeting Date: June 23, 2022

Item: Consent

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

The Governing Board is asked to approve the Temporary Food Service Agreement for Summer Meal Service between Cutten Elementary School District (Cutten) and Eureka City Schools (ECS).

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

Cutten is in need of food services and ECS has the services available. Ed Code 35160 provides authority for ECS to enter into agreements that do not violate existing laws and Ed Code 1200 et seq. provides authority for ECS to enter into arrangements that assist other school districts.

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 \$)*

Cutten shall pay ECS the sum of \$4.75 per student meal for summer lunch services.

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

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▣ Agreement



Eureka City Schools

Inspiring academic **E**xcellence, **C**reativity, and the confidence to **S**ucceed – ECS

June 7, 2022

MEMORANDUM

To: Becky MacQuarrie
Cutten School District Superintendent

From: Kevin Ralston, Food Services Director
Eureka City Schools

Subject: School Temporary Food Service Contract for summer meal service between
Cutten School District and Eureka City Schools

Enclosed please find copies of the summer school year Food Service Agreement for food provided at Ridgewood Elementary School by Eureka City Schools.

Enclosures

FOOD SERVICES AGREEMENT

This is Agreement between Cutten Elementary School District (hereinafter referred to as Cutten) and Eureka City Schools (hereinafter referred to as ECS).

WHEREAS, Cutten is in need of Food Services at their Ridgewood elementary site;

WHEREAS, the Eureka City Schools has available Food Services;

WHEREAS, Education Code Section 35160 provides authority for the ECS to enter into arrangements that are not violative of existing law; and

WHEREAS, Education Code Section 1200 et seq provides authority for Cutten to enter into arrangements that assist school districts;

THEREFORE, Cutten Elementary School District and Eureka City Schools agree as follows:

1. The term of this agreement is from June 21, 2022, through August 5, 2022.
2. This agreement may be terminated by either party at any time by the giving of sixty (60) days written notice.
3. ECS shall provide lunches that meet the National School Meal Program meal requirements. Meals will include all required components including milk.
4. Cutten shall pay ECS the sum of \$4.75 per student meal for lunch services. The number of lunches requested will be a set number. This number can be adjusted as needed with a phone call to the ECS Food Service Department. ECS may need 24 hours to make the change.
5. Cutten will pick up meals daily from the Central Kitchen at 642 West 14th Street, Eureka, CA 95501, at a mutually agreed upon time that works for both parties. Food will be made available by 8:00 am daily. ECS will provide a monthly invoice to Cutten for payment. This service may be changed or eliminated with a 60 day written notice by either party.
6. Cutten will agree to pay from a monthly invoice for all meals ordered, whether served or not, and will be responsible for keeping eligible meal counts, collecting money, and filing appropriate reimbursement forms.
7. Cutten staff will be responsible for serving meals. The daily transport record will be a two-part record that will be completed in part by ECS kitchen staff and in part by Cutten staff. The record will obtain information needed to meet state and federal requirements. This form needs to stay on site at Cutten for their records, and be kept for three years plus the current year. ECS will retain the portion needed for their records.
8. Cutten will provide necessary utensils, straws, and napkins each day. These supplies may be purchased from ECS for an additional charge.

FOOD SERVICES AGREEMENT

9. Cutten shall hold ECS harmless and indemnify it for any and all liability that may result from Cutten actions under this agreement.

ECS shall hold Cutten harmless and indemnify it for any and all liability that may result from ECS actions under this agreement.

10. Cutten and ECS shall provide workers compensation coverage for their respective employees. Nothing in this agreement shall be construed as providing that the employees of one entity are employees of the other entity.

11. Notice pursuant to this agreement shall be by first class United States Mail postage prepaid addressed as follows:

Date: _____

By: _____

Becky MacQuarrie, Ed.D.
Cutten School Principal
Cutten School District Superintendent

Date: _____

By: _____

Paul Ziegler, Assistant Superintendent
Eureka City Schools
2100 J Street
Eureka, CA 95503

AGENDA ITEM

Agenda Title: Approval of Intent to Apply for the Humboldt Area Foundation
School Enrichment Grant

Meeting Date: June 23, 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 Enrichment Grant Program which is managed by the Humboldt Area Foundation.

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

The School Enrichment Grant provides grants to support K-12 teachers, classrooms and fieldtrips. This grant is to be used to assist with the start-up and year one operation costs for the Eureka City Schools Wellness Center.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 4: DISTRICT AND SCHOOL CLIMATE (INCLUDING MENTAL AND SOCIO-EMOTIONAL HEALTH)

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 grant request is \$5,000.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

- ▣ Grant Intent to Apply Form

GRANT INTENT TO APPLY

Grant Name: Wellness Center Start-up Costs

Start/End Date: 8/1/2022 to 7/31/2023

Responsible School/Dept. Eureka High School/Wellness Center

Grant Description:

This grant will help cover start-up and year one operational costs for the Wellness Center, scheduled to open this fall at Eureka High School.

FUNDING

Type	Source	Amount
<input type="checkbox"/> Federal		
<input type="checkbox"/> State		
XX Local	The Humboldt Area Foundation: The School Enrichment Grant Program	\$5,000
<input type="checkbox"/> Match		
Other		
TOTAL		\$5,000

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:

Furniture, art supplies, refreshments, program materials, etc.

Reimbursements:

Indirect Cost: _____ % \$ _____

Other _____ \$ _____

APPROVED: _____

ECS Administration

AGENDA ITEM

Agenda Title: Approval of Intent to Apply for The Humboldt Area Foundation
Community Health Grant

Meeting Date: June 23, 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 Community Health Grant managed by the Humboldt Area Foundation.

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

The Community Health Grant provides support to student physical and mental health, focused on Black, Indigenous, and People of Color. This grant request will help cover start-up and year one program materials for the Eureka City Schools Wellness Center.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 4: DISTRICT AND SCHOOL CLIMATE (INCLUDING MENTAL AND SOCIO-EMOTIONAL HEALTH)

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 grant request is \$10,000.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

- ▣ Grant Intent to Apply Form

GRANT INTENT TO APPLY

Grant Name: Wellness Center Start-up Costs and Program Materials

Start/End Date: 10/1/2022 to 9/30/2023

Responsible School/Dept. Eureka High School/Student Services

Grant Description:

The Community Health Grant, managed by the Humboldt Area Foundation, provides grants to support student physical and mental health, focused on Black, Indigenous, and People of Color. Grants average from \$3,000 - \$15,000.

This grant request will help cover start-up and year one program materials for the Wellness Center, scheduled to open at Eureka High School this fall.

FUNDING

Type	Source	Amount
<input type="checkbox"/> Federal		
<input type="checkbox"/> State		
<input checked="" type="checkbox"/> Local	The Humboldt Area Foundation: Community Health Grant	\$10,000
<input type="checkbox"/> Match		
Other		
TOTAL		\$10,000

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 % \$ 689
Other Direct \$ 9,311

APPROVED: _____
ECS Administration

AGENDA ITEM

Agenda Title: Approval of the Intent to Apply for the Youth Leadership Fund

Meeting Date: June 23, 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 Youth Leadership Fund, managed by the Humboldt Area Foundation.

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

The Youth Leadership Fund provides grants to support K-12 youth leadership development, emphasizing environmental and community responsibility. This grant request will help cover start-up and year one program materials for the Eureka City Schools Wellness Center.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 4: DISTRICT AND SCHOOL CLIMATE (INCLUDING MENTAL AND SOCIO-EMOTIONAL HEALTH)

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 grant request is for \$1,500.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

- ▣ Grant Intent to Apply Form

GRANT INTENT TO APPLY

Grant Name: Wellness Center Start-up Costs and Program Materials

Start/End Date: 8/1/2022 to 7/31/2023

Responsible School/Dept. Eureka High School/Student Services

Grant Description:

The Youth Leadership Fund, managed by the Humboldt Area Foundation, provides grants to support K-12 youth leadership development, emphasizing environmental and community responsibility. Grants average from \$1,000 - \$1,500.

This grant request will help cover start-up and year one program materials for the Wellness Center, scheduled to open at Eureka High School this fall.

FUNDING

Type	Source	Amount
<input type="checkbox"/> Federal		
<input type="checkbox"/> State		
<input checked="" type="checkbox"/> Local	The Humboldt Area Foundation: Youth Leadership Fund	\$1,500
<input type="checkbox"/> Match		
Other		
TOTAL		\$1,500

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 % \$ 103
Other _____ Direct _____ \$ 1,397

APPROVED: _____
ECS Administration

AGENDA ITEM

Agenda Title: Approval of Intent to Apply for the Rotary Club of Eureka Grant

Meeting Date: June 23, 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 Rotary Club of Eureka Grant.

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

The Rotary Club of Eureka provides grants for equipment and materials to support youth development and community services. This grant request will help cover start-up costs and year one program materials for the Eureka City Schools Wellness Center.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 4: DISTRICT AND SCHOOL CLIMATE (INCLUDING MENTAL AND SOCIO-EMOTIONAL HEALTH)

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 grant request is \$2,000.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

- Grant Intent to Apply Form

GRANT INTENT TO APPLY

Grant Name: Wellness Center Start-up Costs and Program Materials

Start/End Date: 12/01/2022 to 11/30/2023

Responsible School/Dept. Eureka High School/Student Services

Grant Description:

The Rotary Club of Eureka provides grants for equipment and materials to support youth development and community service. Grants average from \$500 - \$2,000.

This grant request will help cover start-up and year one program materials for the Wellness Center, scheduled to open at Eureka High School this fall.

FUNDING

Type	Source	Amount
<input type="checkbox"/> Federal		
<input type="checkbox"/> State		
<input checked="" type="checkbox"/> Local	The Rotary Club of Eureka	\$2,000
<input type="checkbox"/> Match		
Other		
TOTAL		\$2,000

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 % \$ 138
Other Direct \$ 1,862

APPROVED: _____
ECS Administration

AGENDA ITEM

Agenda Title: Approval of the Intent to Apply for the Coast Central Credit Union Community Investment Program
Meeting Date: June 23, 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 Coast Central Credit Union (CCCU) Community Investment 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 CCCU Community Investment Program provides grants to support youth development, equipment and program supplies. This grant request will help cover start-up costs and year one program materials for the Eureka City Schools Wellness Center.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 4: DISTRICT AND SCHOOL CLIMATE (INCLUDING MENTAL AND SOCIO-EMOTIONAL HEALTH)

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 grant request is \$15,000.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

- ▣ Grant Intent to Apply Form

GRANT INTENT TO APPLY

Grant Name: Wellness Center Start-up Costs and Program Materials

Start/End Date: 11/15/2022 to 11/14/2023

Responsible School/Dept. Eureka High School/Student Services

Grant Description:

The Coast Central Credit Union Community Investment Program provides grants to support youth development, equipment and program supplies. Grants average from \$3,000 - \$25,000.

This grant request will help cover start-up and year one program materials for the Wellness Center, scheduled to open at Eureka High School this fall.

FUNDING

Type	Source	Amount
<input type="checkbox"/> Federal		
<input type="checkbox"/> State		
<input checked="" type="checkbox"/> Local	Coast Central Credit Union Community Investment Program	\$15,000
<input type="checkbox"/> Match		
Other		
TOTAL		\$15,000

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 % \$ 1,034
Other Direct \$ 13,967

APPROVED: _____
ECS Administration

AGENDA ITEM

Agenda Title: Approval of Intent to Apply for the Christine & Jalmer Berg Foundation Grant
Meeting Date: June 23, 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 Christine & Jalmer Berg Foundation grant.

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

The Christine & Jalmer Berg Foundation provides grants to support technology, equipment and supplies for youth development programs in Humboldt County. The grant request will help cover start-up costs and year one program materials for the Eureka City Schools Wellness Center.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 4: DISTRICT AND SCHOOL CLIMATE (INCLUDING MENTAL AND SOCIO-EMOTIONAL HEALTH)

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 grant request is \$10,000.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

- ▣ Grant Intent to Apply Form

GRANT INTENT TO APPLY

Grant Name: Wellness Center Start-up Costs and Program Materials

Start/End Date: 12/15/2022 to 12/14/2023

Responsible School/Dept. Eureka High School/Student Services

Grant Description:

The Christine & Jalmer Berg Foundation provides grants to support technology, equipment, and supplies for youth development programs in Humboldt County. Grants average from \$3,000 - \$25,000.

This grant request will help cover start-up and year one program materials for the Wellness Center, scheduled to open at Eureka High School this fall.

FUNDING

Type	Source	Amount
<input type="checkbox"/> Federal		
<input type="checkbox"/> State		
<input checked="" type="checkbox"/> Local	Christine & Jalmer Berg Foundation	\$10,000
<input type="checkbox"/> Match		
Other		
TOTAL		\$10,000

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 % \$ 689
Other Direct \$ 9,311

APPROVED: _____
ECS Administration

AGENDA ITEM

Agenda Title: Hiring a Speech Language Pathologist on a Variable Term Waiver
Meeting Date: June 23, 2022
Item: Consent

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

The Board is asked to approve the fourth year of hiring a Speech Language Pathologist (SLP) to work for the District on a Variable Term Waiver for the SLP Credential.

Alysha Simoni was an elementary teacher at Alice Birney for six years before entering the SLP Master's Degree Program at Emerson College. She worked as an SLP for the District during the 2019-2020, 2020-2021, and 2021-22 school years on Variable Term Waivers granted by the California Commission on Teacher Credentialing (CCTC).

In order for Alysha to continue working as an SLP, the District needs to apply for Reissuance of the Variable Term Waiver for the 2022-2023 school year. Alysha will be awarded her Master's degree in Communication Sciences and Disorders effective August 30, 2022, and will then apply for the SLP Credential. The Variable Term Waiver will allow her to serve as an SLP from the beginning of the 2022-23 school year until her credential is issued.

There continues to be a shortage of credentialed Speech Language Pathologists. Alysha works under the direction of the Student Services Department and is provided with the appropriate mentorship and support. Employment as an SLP is based on obtaining the Variable Term Waiver from the CCTC.

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

The District has been operating with one to two SLP vacancies the last few years, and in spite of recruitment efforts, has been unable to fill these openings. Outside services (3rd party vendors) have been used to fill some SLP needs due to a shortage of qualified personnel.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 3: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

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

The Board last approved the hiring of Speech Language Pathologists on Variable Term Waivers in August 2021 for the 2021-22 school year.

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, Director of Personnel Services and Public Affairs

AGENDA ITEM

Agenda Title: Consider Approval of Resolution 21-22-035 Naming the Board Room (Room 116) at the Eureka City School District Office the Frances H. Taplin Board Room

Meeting Date: June 23, 2022

Item: Discussion/Action

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

The Governing Board is asked to consider approval of Resolution 21-22-035 Naming the Board Room (Room 116) at the Eureka City School District Office the Frances H. Taplin Board Room.

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

See attached resolution.

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 \$)*

To be determined.

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

Fred Van Vleck, Ed.D., Superintendent

ATTACHMENTS:

Description

- Resolution 21-22-035

Eureka City Schools | Board Resolution No. 21-22-035

A Resolution of the Eureka City Schools Governing Board Naming the Board Room (Room 116) at the Eureka City Schools District Office the *Frances H. Taplin Board Room*

- WHEREAS, Mrs. Frances Hunt Taplin graduated from Eureka High School, Class of 1951;
- WHEREAS, Mrs. Taplin came to work for Eureka City Schools in 1964 after working as a teacher at Woods Elementary Schools in Carmel, CA for six years;
- WHEREAS, Mrs. Taplin worked at Franklin School from 1964 to 1977, teaching grades 4, 5, and 6, and at Lafayette Elementary School from 1977 through 1995, teaching grades 5 and 6;
- WHEREAS, Mrs. Taplin served as the Eureka Teachers Association President for a total of seven years (non-consecutive terms);
- WHEREAS, Mrs. Taplin retired from Eureka City Schools in 1995 after teaching for a total 37 years, 31 of which were with Eureka City Schools; and
- WHEREAS, Mrs. Taplin served as a Trustee on the Eureka City Schools Governing Board from 1996 to 2022, for a total of 26 years, including service as the Board President; and
- WHEREAS, in total, Mrs. Taplin has served the students, families, and staff, of the State of California for over 63 years, and Eureka City Schools as an educator and as a Board Member for over 57 years.
- WHEREAS, Mrs. Taplin has worked tirelessly within the public school system to educate our children to become responsible and productive citizens, well-equipped with the qualities needed of our future leaders; and
- WHEREAS, with the above contributions clearly establishing Mrs. Taplin's dedication to Eureka City Schools, and as an acknowledgment of Mrs. Taplin's service and generosity, the Governing Board wishes to name the Eureka City Schools Board Room the Frances H. Taplin Board Room.

NOW, THEREFORE, BE IT RESOLVED,

On this 23rd day of June, 2022, the Eureka City Schools Board of Education names the Board Room (Room 116) in the Eureka City Schools District the **Frances H. Taplin Board Room.**

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

Date

AGENDA ITEM

Agenda Title: Consideration of Retention, Student #21-22-0423

Meeting Date: June 23, 2022

Item: Discussion/Action

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

The Governing Board is asked to approve the retention of Student #21-22-0423.

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

Parents and school staff are in agreement that this retention is in the best interest of the student.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 5: STUDENT TRANSITIONS AND INITIAL ENROLLMENT

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

This item was discussed in Closed Session at the Board Meeting on June 23, 2022.

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)*

John Leonard, Director of Student Services

AGENDA ITEM

Agenda Title: Consideration of Retention, Student #21-22-9347

Meeting Date: June 23, 2022

Item: Discussion/Action

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

The Governing Board is asked to approve the retention of Student #21-22-9347.

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

Parents and school staff are in agreement that this retention is in the best interest of the student.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 5: STUDENT TRANSITIONS AND INITIAL ENROLLMENT

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

This item was discussed in Closed Session at the Board Meeting on June 23, 2022.

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)*

John Leonard, Director of Student Services

AGENDA ITEM

Agenda Title: Approval of the Revised Multi-District Interdistrict Attendance Agreement
Meeting Date: June 23, 2022
Item: Discussion/Action

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

The Governing Board is asked to approve the revised Multi-District Interdistrict Attendance Agreement.

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:

Priority Area 5: STUDENT TRANSITIONS AND INITIAL ENROLLMENT

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

This is an annual item.

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

Eureka City Schools has approximately 745 students out on interdistrict transfer, which equates to over \$7.5 million dollars in lost revenue.

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

John Leonard, Director of Student Services

ATTACHMENTS:

Description

- ▣ Final IDT Agreement
- ▣ Attachment A

- ▢ Attachment B
- ▢ Revised Form
- ▢ Final Agreement w.Highlighted Changes
- ▢ 6. InterDistrict Attendance Request Form English 2023-2024 with highlighted changes
- ▢ Information Only: IDT In & Out for 2022-2023

INTERDISTRICT ATTENDANCE AGREEMENT
Effective July 1, 2022

This Multi-District Interdistrict Attendance Agreement (“Agreement”) is made and entered into by the school districts of Humboldt County listed in Attachment A to this Agreement, and is made pursuant to California Education Code section 46600 *et seq.* The parties agree to the terms of this Agreement through June 30, 2023. This Agreement affects student enrollment upon district board approval of this Agreement and through the 2023-2024 school year.

I. RECITALS:

- A.** California’s Education Code permits two or more school districts to enter into an agreement for a term not to exceed five (5) years to allow pupils to enroll in a school district that is not their district of residence through a process known as “interdistrict transfer.”
- B.** California Education Code requires school districts to respond to a Parent’s request for an interdistrict transfer, if made in the current year, within thirty (30) calendar days of the request; and allows for Parents to appeal any denial of their request.
- C.** California’s Education Code requires school districts to respond to “future year” requests for interdistrict transfers as soon as possible but no later than 14 calendar days after the commencement of instruction in the year for which the interdistrict transfer is sought.
- D.** Humboldt County has a history of allowing pupils to attend school districts that are not the pupil’s district of residence where the capacity exists at the receiving district.
- E.** This Agreement addresses the interdistrict transfer process for parent requests to transfer a pupil during the current year or to transfer a pupil in the future school year. Parents benefit from knowing if the student will attend their preferred district in the future school year. Districts benefit from knowing accurate student enrollment projections by early February for the upcoming school year, to determine if layoff notices are warranted in advance of the legally mandated March 15 deadline to issue layoff notices. Districts need to analyze projected enrollment and school boards must consider taking action on layoffs, usually at their February board meetings.
- F.** This Agreement establishes deadlines for interdistrict transfers. The parties recognize that a countywide information dissemination campaign will be critical to this Agreement’s success.

- G. Each district will maintain board policies and regulations that address acceptance, rejection, revocations and enrollment priorities; and operate in conformance with those policies and regulations. Examples of enrollment priorities may include, but are not limited to, the following: sibling(s) attend, children of staff member, older sibling previously attended the school, and others.

II. **TERM OF AGREEMENT:**

This Agreement shall take effect for each party on July 1, 2022 or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2023. The parties understand that as to each party to the Agreement, the Agreement does not take effect unless that party's governing board approves the Agreement. This Agreement supersedes any past interdistrict agreements among the parties to this Agreement that are in conflict with this Agreement.

III. **DEFINITIONS:**

Active Military Parent: An "active military duty parent" means a parent with full-time military duty status in the active uniformed service of the United States, including members of the National Guard and the State Guard on active duty orders pursuant to Chapter 1209 (commencing with Section 12301) and Chapter 1211 (commencing with Section 12401) of Part II of Subtitle E of Title 10 of the United States Code.

Capacity: A district's determination of the space and resources it has available for students.

Capacity Determination (for purposes of establishing a waitlist): A capacity determination is made by the District of Proposed Enrollment no later than 15 days after the close of the Priority One enrollment window. Approval of an interdistrict transfer requires that the receiving District of Proposed Enrollment have capacity for the student.

Current year request: A request for interdistrict transfer received beginning 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought and anytime thereafter for that school year.

Denial: For purposes of appealing to the county board of education, a "denial" is a written rejection of a request, but also includes a school district's failure to provide written notification of the school district's decision within the timelines prescribed in this Agreement. A "denial" shall not include any of the following:

1. A request that has been deemed abandoned, meaning the Parent has not met required timelines.
2. An existing interdistrict transfer permit that has been revoked or rescinded in accordance with the policy of the governing board of the school district.
3. A denial by the District of Proposed Enrollment when no permit has been first issued by the District of Residence.

District of Proposed Enrollment or “DPE”: A school district other than the school district in which the Parent of a pupil resides, but in which the Parent of the pupil nevertheless intends to enroll the pupil through an interdistrict transfer.

District of Residence or “DOR”: A school district in which the Parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to the compulsory education requirements.

Enrollment Window: The period of time that interdistrict transfer requests for the upcoming year shall be considered by both the District of Residence and the District of Proposed Enrollment.

Future year request: A request for interdistrict transfer received up until 16 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. A request received 15 calendar days before or thereafter is a “current year” request.

Hardship: Extreme difficulty or suffering.

Interdistrict transfer or “IDT”: Interdistrict transfer; the act of a student attending a school district that is not the student’s district of residence.

IDT Permit: The form which authorizes an individual interdistrict transfer, signed by the District of Residence, the District of Proposed Enrollment, and the Parent. The form is attached as Attachment B to this Agreement. Permits are good for one (1) school year. Parents must re-apply for each school year.

IDT Request: The formal process of a Parent seeking written permission from both the District of Residence and the District of Proposed Attendance for the child to attend a school district outside of his or her District of Residence. A District of Residence makes the initial determination as to whether an interdistrict transfer request shall be granted; the District of Proposed Enrollment then reviews the request and determines whether it will grant the request for the transfer to the District of Proposed Enrollment.

New Sibling Requests: Requests for a student to attend a District of Proposed Enrollment when the student’s sibling(s) will be enrolled at the District of Proposed Enrollment in the same year.

Parent: The natural or adoptive parent or guardian, the person having legal custody, or other educational rights holder.

Reasonable Enrollment Activities: Activities that a District of Residence may require a Parent to participate in to demonstrate the District of Residence’s ability to meet the student and/or Parent’s needs. “Reasonable enrollment activities” include a discussion with District of Residence’s school administration or their designees, attending an orientation meeting, a site visit, and/or review of informational literature.

Renewals: A renewal of a previously granted Interdistrict Transfer Permit. Renewals must be sought annually.

School-level transitions: Transitions from one grade span to another, based upon the District of Residence's transitions, e.g. elementary school to middle school, or middle school to high school.

Victim of an act of bullying: A "victim of an act of bullying" means a pupil that has been determined to have been a victim of bullying by an investigation pursuant to the complaint process described in Education Code Section 234.1. The bullying must have been committed by any pupil in the school district of residence, and the parent of the pupil must have filed a written complaint regarding the bullying with the school, school district personnel, or a local law enforcement agency.

IV. INTERDISTRICT TRANSFER REQUESTS:

Parents are advised that this Agreement establishes deadlines to apply for enrollment in a school district for the upcoming school year.

A. Preferential Enrollment ("Priority One Open Enrollment Window"): Requests for an IDT for the Future School Year Received from December 1 through February 1

1. The DOR will approve an IDT Request submitted by a Parent if it is received at the DOR between December 1st through February 1st by 4:00 p.m. each year if Parents have complied with the process described herein. If February 1st falls on a weekend, the deadline will be the next school day after February 1st. IDT Requests for the future school year may not be submitted prior to December 1st.
2. The DOR will have 10 school days after the close of the enrollment window to approve the request and to forward the IDT Request to the DPE. The DOR may deny a Parent request for an IDT if the Parent does not participate in DOR Reasonable Enrollment Activities, absent good cause such as hardships due to medical conflicts, work schedule, child care, transportation, language barriers, etc. All other IDT Requests received within the Priority One Enrollment Window will be approved by the DOR, unless the Parent withdraws their IDT Request.
3. The DPE will have 15 school days after the close of the Priority One Open Enrollment Window (or 5 school days from receipt of the approved IDT Permit from the DOR, whichever is later) to approve or deny the IDT Request and to notify both the Parent and DOR of the DPE's decision.
4. Renewals and New Sibling Requests will be approved and will follow the same timelines listed within Priority One, above. A

DOR may require a Parent to participate in Reasonable Enrollment Activities prior to granting a renewal when the student transfer involves a School Level Transition (defined above).

B. Priority Two Enrollment Window – Requests for an IDT for the Future School Year Received After February 1 and for Requests Made In the Current School Year

IDT Requests received from a Parent for the current school year, and for the future year received after the February 1 enrollment window, will be processed and approved by a DOR under the following circumstances:

1. Parent did not reside in Humboldt County school districts' boundaries prior to Priority One deadline.
2. Parent moved from one district to another district subsequent to the Priority One deadline.
3. Parent has a reasonable argument and a compelling reason, including hardship, such as medical conflicts, work schedule, child care, transportation, language barriers, for why the Priority One deadline was not met, or why the circumstance did not warrant a request for an IDT at the time of the Priority One deadline.
4. Parent has a reasonable explanation for not being able to participate in DOR Reasonable Enrollment Activity.

The DOR may require the Parent to participate in Reasonable Enrollment Activities as outlined in Subsection IV.A.2. (Priority One). If approved by the DOR, IDT Requests will be forwarded to the DPE for approval or denial.

C. Wait Listed Students for the Upcoming Year

If a DOR granted an IDT Request for the future year, that approval is valid until the commencement of the DPE's new school year. This is to allow time for school districts to determine if there is capacity for the student. Each DPE is limited to accepting the equivalent of two students per grade level from its waitlist, or 7% of the school's total enrollment from the waitlist, whichever is greater. The waitlist must be established at the time of the DPE's lottery or capacity determination.

V. STATUTORY PREFERENCES:

Notwithstanding the foregoing, regardless of when the following requests are made, these preferences exist outside of the timeframes set forth above.

A. Victims of Bullying

If a school within the DOR has only one school offering the grade level of the victim of an act of bullying, and therefore there is no option for an intradistrict transfer, the victim of an act of bullying may apply for an interdistrict transfer and the DOR shall not prohibit the transfer if the DPE approves the application for transfer.

B. Children of Active Military Service Men and Women

Notwithstanding any other terms of this agreement, a DOR shall not prohibit the transfer of a pupil who is a child of an active military duty parent to a school district of proposed enrollment if the DPE approves the application for transfer.

C. Effect of DPE Accepting Such Students

A DPE that elects to accept an interdistrict transfer of a student who is the victim of an act of bullying or a child of active military service men or women shall accept all pupils who apply to transfer under these statutory preference until the DPE is at maximum capacity. A DPE shall ensure that pupils admitted under this preference are selected through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a pupil should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220 of the Education Code, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status.

VI. APPEALS:

Parents have a right to appeal to the Humboldt County Office of Education (“HCOE”) when a school district denies an IDT Request. HCOE shall process these appeals in accordance with California Education Code section 46601, the terms of this Agreement, and HCOE’s Board Policies and Regulations. Parents are entitled to notice of their right to appeal to HCOE. Failure to appeal within the required time is good cause for denial of an appeal.

Students who are under consideration for expulsion, or who have been expelled pursuant to California Education Code sections 48915 and 48918, may not appeal interdistrict attendance denials or rescissions while expulsion proceedings are pending, or during the term of the expulsion.

Appeals must be filed by the Parent within thirty (30) days of a denial of a request. See “definitions” above for the definition of a denial.

Provisional Enrollment in DPE Pending Appeal: The parties agree that no DPE will grant provisional enrollment of a pupil pending an appeal before Humboldt County Office of Education (“HCOE”), except that a DPE may provisionally enroll a student who has been attending a DPE school in the immediate past and who has been historically continuously enrolled. For example, a Parent moves from District A in April to District B, but wants her

child to continue attending District A for continuity. A pupil shall be eligible for provisional attendance only upon providing reasonable evidence that a final decision for a request for interdistrict transfer is pending either with the DOR, the DPE, or HCOE. Where provisional enrollment is granted under these limited circumstances, and for a period not to exceed two school months, the governing board of a DPE may provisionally admit to the schools of the school district a pupil who resides in another school district, pending a decision of the governing boards of the two school districts, or by HCOE upon appeal, regarding the interdistrict attendance. The period of provisional attendance begins on the first day of the pupil's attendance in the school. If a decision by the school districts or HCOE has not been rendered by the conclusion of two school months, and the school districts or HCOE are still operating within the prescribed timelines, the pupil shall not be allowed to continue attendance at the DPE. If the pupil is subject to compulsory full-time education pursuant to California Education Code section 48200, he or she shall enroll in the DOR or in another educational program.

Provisional attendance shall not guarantee that a school district or HCOE will approve a request for interdistrict transfer.

VII. REVOCATIONS:

Neither a DOR nor a district that has accepted a student on an interdistrict transfer may revoke an IDT for a student after June 30 following the completion of grade 10, or for pupils in grades 11 or 12. Any other IDT Permit may be revoked pursuant to the policies and regulations of either the district that has accepted a student on an interdistrict transfer or DOR, or as set forth on the IDT Permit itself, as permitted by law. If a school district revokes an IDT Permit, it will promptly provide written notice of the revocation to the other district.

VIII. CHANGES IN LAW:

If any law modifies or conflicts with a provision of this Agreement, the new law shall prevail as if written into the Agreement. A change in law, or a finding that one portion of this Agreement is not legally compliant, shall not invalidate the other terms of the Agreement.

IX. COMMUNICATIONS AND PUBLIC AWARENESS

In order to maximize awareness of the interdistrict transfer process the Humboldt County Office of Education (HCOE), in partnership with participating districts, will coordinate a public awareness campaign that will include print, radio, and social media advertisements. In addition, school districts, charter schools, early childhood providers, and other relevant public/private agencies will receive copies of media print materials to post on their websites and/or share with families. The public awareness campaign will begin in November of each year and run through the end of the priority one window.

ATTACHMENT A: LIST OF PARTIES

ATTACHMENT B: IDT REQUEST FORM

For Each Party:

_____ School District

Signature of Superintendent and Date:

Board approval:

Date: _____

ATTACHMENT A: LIST OF PARTIES

Arcata School District
Big Lagoon Union School District
Blue Lake Union School District
Bridgeville School District
Cuddeback Union School District
Cutten School District
Eureka City Schools District
Ferndale Unified School District
Fieldbrook School District
Fortuna Elementary School District
Fortuna Union High School District
Freshwater School District
Garfield School District
Green Point School District
Hydesville School District
Jacoby Creek School District
Klamath Trinity Joint Unified School District
Kneeland School District
Loleta Union School District
Maple Creek School District
Mattole Unified School District
McKinleyville Union School District
Northern Humboldt Union High School District
Orick School District
Pacific Union School District
Peninsula Union School District
Rio Dell School District
Scotia Union School District
South Bay Union School District
Southern Humboldt Unified School District
Trinidad Union School District

ATTACHMENT B

Inter-District Transfer Request Forms – English and Spanish
For the School Year 2022-2023

ANNUAL INTERDISTRICT ATTENDANCE TRANSFER AGREEMENT for SCHOOL DISTRICTS IN HUMBOLDT COUNTY for school year 2023-2024

Date Request Received
by DOR

Part A

Parent/Guardian: Complete applicable steps on page 1 and 2 shaded in gray and then submit it to your **District of Residence (DOR)**. If approved, it will be forwarded to the **District of Proposed Enrollment (DPE)**. **Only new requests for the future school year submitted between December 1 and February 1 are assured of approval by the DOR, subject to reasonable enrollment activities.** (See the DOR district office for exceptions and for information on reasonable enrollment activities). If both districts approve, and you agree to any additional terms and conditions required by the district(s), you may enroll your student in the DPE.

District of Residence _____ District of Proposed Enrollment _____

Foster Youth <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Homeless/McKinney-Vento Youth <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
If Yes or Unknown to either of the above please contact the district of residence Foster/Homeless liaison or the Humboldt County Office of Education Foster & Homeless Youth Education Services office at 707-445-7187 before proceeding with application.	

COMPLETE ALL SECTIONS	STEP 1: To be completed by parent/guardian (PLEASE PRINT)		<input type="checkbox"/> New Application	<input type="checkbox"/> Renewal
			<input type="checkbox"/> Sibling(s) at school? Sibling Grade(s): _____	<input type="checkbox"/> No change in address
			Sibling Name(s): _____	<input type="checkbox"/> Address change
	Have you applied for a transfer to any other district for this same school year? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, list all:			Student Grade in 2023-2024:
	Student Name (Last, First)			Birth Date
	Current or Last School of Attendance			
	Student Address			City, Zip Code
	Parent / Guardian Name			
Primary Phone		Other Phone	Email address	

STEP 2: To be completed by parent/guardian for NEW applications only	
Reason for Request: <input type="checkbox"/> Childcare <input type="checkbox"/> Parent Employment <input type="checkbox"/> Other (Explain below)	
If reason is parent employment or childcare, provide name, address, and phone number of childcare or work below. Any additional information you wish to provide may be included below (use additional pages as needed):	
If reason is "Other", please explain as thoroughly and clearly as possible. Include all relevant details.	
What special services has the student received? (Check all that apply) <input type="checkbox"/> Gifted (GATE) <input type="checkbox"/> Section 504 <input type="checkbox"/> Special Education <input type="checkbox"/> English Language Learner <input type="checkbox"/> None	
If the student is receiving Special Education services, what is their current placement (Please attach IEP) <input type="checkbox"/> Special Day (SDC) <input type="checkbox"/> Resource (RSP) <input type="checkbox"/> Speech Services <input type="checkbox"/> Pending Assessment	
Is the student currently pending disciplinary action or under an expulsion order? <input type="checkbox"/> Yes <input type="checkbox"/> No	

I have read the terms and conditions and understand the regulations and policies governing interdistrict attendance permits and hereby submit my application. I also understand that approval or denial of this application and revocation of the Permit is subject to the terms of this Permit and the policies and/or regulations of the individual districts. I understand that this information may be verified and that inaccurate or false information may subject my request to denial or revocation. I certify under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. I also understand and agree to the above terms.

Parent/Guardian Signature _____ Date _____

Student Name _____

PART B: Terms and Conditions:

The following terms and conditions apply to this Permit if it is approved by both districts:

1. Students will be required to re-apply for interdistrict attendance for any subsequent school year, except a DOR or DPE shall not rescind existing transfer permits for pupils after June 30 following the completion of grade 10, or for pupils in grade 11 or 12.
2. As permitted by law, the Permit may be revoked by either district pursuant to its policies and regulations and any applicable terms and conditions in Part C and/or D. Grounds for revocation of the Permit include, but may not be limited to, the failure of a pupil to attain satisfactory academic progress, follow established rules of conduct, or maintain regular attendance, as determined by the district of proposed enrollment.
3. Neither district will be responsible for pupil transportation unless required by law.
4. The DPE will be responsible for special education services and related costs.
5. Approval of this Permit does not guarantee athletic eligibility.

PART C: Action of District of Residence (to be completed by DOR):

Decision: ☐ Approved ☐ Denied for the school year 2023-2024

Comments:

Authorizing Signature: _____

Title: _____

District: _____

Date of action by DOR

PART D: Action of District of Proposed Enrollment (to be completed by DPE):

Decision: ☐ Approved ☐ Denied ☐ Denied, but on waitlist for the school year 2023-2024

Comments:

Authorizing Signature: _____

Title: _____

District: _____

Date of action by DPE

If one or both districts deny the permit you may contact the Humboldt County Office of Education at 707-445-7171 if you wish information on the appeal process or go online at <https://www.hcoe.org/inter-district/>. **(An interdistrict attendance appeal request must be filed with the Humboldt County Board of Education within thirty (30) calendar days of notification that the request was denied, or failure of a school district to provide written notification within the required timeframe.)**

The parent/guardian and each district shall be provided with and retain a copy of this form.

INTERDISTRICT ATTENDANCE AGREEMENT

Effective July 1, 2022~~1~~

This Multi-District Interdistrict Attendance Agreement (“Agreement”) is made and entered into by the school districts of Humboldt County listed in Attachment A to this Agreement, and is made pursuant to California Education Code section 46600 *et seq.* The parties agree to the terms of this Agreement through June 30, 2022~~3~~. This Agreement affects student enrollment upon district board approval of this Agreement and through the 2022~~3~~-2024~~3~~ school year.

I. RECITALS:

- A. California’s Education Code permits two or more school districts to enter into an agreement for a term not to exceed five (5) years to allow pupils to enroll in a school district that is not their district of residence through a process known as “interdistrict transfer.”
- B. California Education Code requires school districts to respond to a Parent’s request for an interdistrict transfer, if made in the current year, within thirty (30) calendar days of the request; and allows for Parents to appeal any denial of their request.
- C. California’s Education Code requires school districts to respond to “future year” requests for interdistrict transfers as soon as possible but no later than 14 calendar days after the commencement of instruction in the year for which the interdistrict transfer is sought.
- D. Humboldt County has a history of allowing pupils to attend school districts that are not the pupil’s district of residence where the capacity exists at the receiving district.
- E. This Agreement addresses the interdistrict transfer process for parent requests to transfer a pupil during the current year or to transfer a pupil in the future school year. Parents benefit from knowing if the student will attend their preferred district in the future school year. Districts benefit from knowing accurate student enrollment projections by early February for the upcoming school year, to determine if layoff notices are warranted in advance of the legally mandated March 15 deadline to issue ~~teacher~~ layoff notices. Districts need to analyze projected enrollment and school boards must consider taking action on ~~teacher~~ layoffs, usually at their February board meetings.
- F. This Agreement establishes deadlines for interdistrict transfers. ~~To the degree that this is a departure from historic processes, t~~The parties recognize that a county-wide information dissemination campaign will be critical to this Agreement’s success.

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- G. Each district will maintain board policies and regulations that address acceptance, rejection, revocations and enrollment priorities; and operate in conformance with those policies and regulations. Examples of enrollment priorities may include, but are not limited to, the following: sibling(s) attend, children of staff member, older sibling previously attended the school, and others.

~~H. The parties recognize that there are existing interdistrict transfer permits that have been approved for students. This Agreement will not change the terms of any previously approved permits.~~

II. **TERM OF AGREEMENT:**

This Agreement shall take effect for each party on July 1, 2024² or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2025³. The parties understand that as to each party to the Agreement, the Agreement does not take effect unless that party's governing board approves the Agreement. This Agreement supersedes any past interdistrict agreements among the parties to this Agreement that are in conflict with this Agreement.

III. **DEFINITIONS:**

Active Military Parent: An "active military duty parent" means a parent with full-time military duty status in the active uniformed service of the United States, including members of the National Guard and the State ~~Military Reserve~~ Guard on active duty orders pursuant to Chapter 1209 (commencing with Section 12301) and Chapter 1211 (commencing with Section 12401) of Part II of Subtitle E of Title 10 of the United States Code.

Capacity: A district's determination of the space and resources it has available for students.

Capacity Determination (for purposes of establishing a wait-list): A capacity determination is made by the District of Proposed Enrollment no later than 15 days after the close of the Priority One enrollment window. Approval of an interdistrict transfer requires that the receiving District of Proposed Enrollment have capacity for the student.

Current year request: A request for interdistrict transfer received beginning 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought and anytime thereafter for that school year.

Denial: For purposes of appealing to the county board of education, a "denial" is a written rejection of a request, but also includes a school district's failure to provide written notification of the school district's decision within the timelines prescribed in this Agreement. A "denial" shall not include any of the following:

1. A request that has been deemed abandoned, meaning the Parent has not met required timelines.
2. An existing interdistrict transfer permit that has been revoked or rescinded

in accordance with the policy of the governing board of the school district.

3. A denial by the District of Proposed Enrollment when no permit has been first issued by the District of Residence.

District of Proposed Enrollment or “DPE”: A school district other than the school district in which the Parent of a pupil resides, but in which the Parent of the pupil nevertheless intends to enroll the pupil through an interdistrict transfer.

District of Residence or “DOR”: A school district in which the Parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to the compulsory education requirements.

Enrollment Window: The period of time that interdistrict transfer requests for the upcoming year shall be considered by both the District of Residence and the District of Proposed Enrollment.

Future year request: A request for interdistrict transfer received up until 16 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. A request received 15 calendar days before or thereafter is a “current year” request.

Hardship: Extreme difficulty or suffering.

Interdistrict transfer or “IDT”: Interdistrict transfer; the act of a student attending a school district that is not the student’s district of residence.

IDT Permit: The form which authorizes an individual interdistrict transfer, signed by the District of Residence, the District of Proposed Enrollment, and the Parent. The form is attached as Attachment B to this Agreement. Permits are good for one (1) school year. Parents must re-apply for each school year.

IDT Request: The formal process of a Parent seeking written permission from both the District of Residence and the District of Proposed Attendance for the child to attend a school district outside of his or her District of Residence. A District of Residence makes the initial determination as to whether an interdistrict transfer request shall be granted; the District of Proposed Enrollment then reviews the request and determines whether it will grant the request for the transfer to the District of Proposed Enrollment.

New Sibling Requests: Requests for a student to attend a District of Proposed Enrollment when the student’s sibling(s) will be enrolled at the District of Proposed Enrollment in the same year.

Parent: The natural or adoptive parent or guardian, the person having legal custody, or other educational rights holder.

Reasonable Enrollment Activities: Activities that a District of Residence may require a Parent to participate in to demonstrate the District of Residence’s ability to meet the student

and/or Parent's needs. "Reasonable enrollment activities" include a discussion with District of Residence's school administration or their designees, attending an orientation meeting, a site visit, and/or review of informational literature.

Renewals: A renewal of a previously granted Interdistrict Transfer Permit. Renewals must be sought annually.

School-level transitions: Transitions from one grade span to another, based upon the District of Residence's transitions, e.g. elementary school to middle school, or middle school to high school.

Victim of an act of bullying: A "victim of an act of bullying" means a pupil that has been determined to have been a victim of bullying by an investigation pursuant to the complaint process described in Education Code Section 234.1. The bullying must have been committed by any pupil in the school district of residence, and the parent of the pupil must have filed a written complaint regarding the bullying with the school, school district personnel, or a local law enforcement agency.

IV. INTERDISTRICT TRANSFER REQUESTS:

Parents are advised that this Agreement establishes deadlines to apply for enrollment in a school district for the upcoming school year.

A. **Preferential Enrollment ("Priority One Open Enrollment Window"): Requests for an IDT for the Future School Year Received from December 1 through February 1**

1. The DOR will approve an IDT Request submitted by a Parent if it is received at the DOR between December 1st through February 1st 4:00 p.m. each year if Parents have complied with the process described herein. If February 1st falls on a weekend, the deadline will be the next school day after February 1st. IDT Requests for the future school year may not be submitted prior to December 1st.
2. The DOR will have 10 school days after the close of the enrollment window to approve the request and to forward the IDT Request to the DPE. The DOR may deny a Parent request for an IDT if the Parent does not participate in DOR Reasonable Enrollment Activities, absent good cause such as hardships due to medical conflicts, work schedule, child care, transportation, language barriers, etc. All other IDT Requests received within the Priority One Enrollment Window will be approved by the DOR, unless the Parent withdraws their IDT Request.
3. The DPE will have 15 school days after the close of the Priority One Open Enrollment Window (or 5 school days from receipt of the approved IDT Permit from the DOR, whichever is later) to approve or deny the IDT Request and to notify both the Parent and DOR of the

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DPE's decision.

~~3.4.~~ Renewals and New Sibling Requests will be approved and will follow the same timelines listed within Priority One, above. A DOR may require a Parent to participate in Reasonable Enrollment Activities prior to granting a renewal when the student transfer involves a School Level Transition (defined above). ~~Districts will honor existing approved multiyear IDT permits.~~

B. Priority Two Enrollment Window – Requests for an IDT for the Future School Year Received After February 1 and for Requests Made In the Current School Year

IDT Requests received from a Parent for the current school year, and for the future year received after the February 1 enrollment window, will be processed and approved by a DOR under the following circumstances:

1. Parent did not reside in Humboldt County school districts' boundaries prior to Priority One deadline.
2. Parent moved from one district to another district subsequent to the Priority One deadline.
3. Parent has a reasonable argument and a compelling reason, including hardship, such as medical conflicts, work schedule, child care, transportation, language barriers, for why the Priority One deadline was not met, or why the circumstance did not warrant a request for an IDT at the time of the Priority One deadline.
- ~~3.4.~~ Parent has a reasonable explanation for not being able to participate in DOR Reasonable Enrollment Activity.

The DOR may require the Parent to participate in Reasonable Enrollment Activities as outlined in Subsection IV.A.2. (Priority One). If approved by the DOR, IDT Requests will be forwarded to the DPE for approval or denial.

C. Wait Listed Students for the Upcoming Year

If a DOR granted an IDT Request for the future year, that approval is valid until the commencement of the DPE's new school year. This is to allow time for school districts to determine if there is capacity for the student. Each DPE is limited to accepting the equivalent of two students per grade level from its wait-list, or 7% of the school's total enrollment from the waitlist, whichever is greater. The wait-list must be established at the time of the DPE's lottery or capacity determination.

V. STATUTORY PREFERENCES:

Notwithstanding the foregoing, regardless of when the following requests are made, these preferences exist outside of the timeframes set forth above.

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A. Victims of Bullying

If a school within the DOR has only one school offering the grade level of the victim of an act of bullying, and therefore there is no option for an intradistrict transfer, the victim of an act of bullying may apply for an interdistrict transfer and the DOR shall not prohibit the transfer if the DPE approves the application for transfer.

~~A DPE that elects to accept an interdistrict transfer of a student who is the victim of an act of bullying shall accept all pupils who apply to transfer under this statutory preference until the DPE is at maximum capacity. A DPE shall ensure that pupils admitted under this preference are selected through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a pupil should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status.~~

B. Children of Active Military Service Men and Women

Notwithstanding any other terms of this agreement, a DOR shall not prohibit the transfer of a pupil who is a child of an active military duty parent to a school district of proposed enrollment if the DPE approves the application for transfer.

C. Effect of DPE Accepting Such Students

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~~A DPE that elects to accept an interdistrict transfer of a student who is the victim of an act of bullying or a child of active military service men and/or women shall accept all pupils who apply to transfer under these statutory preference until the DPE is at maximum capacity. A DPE shall ensure that pupils admitted under this preference are selected through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a pupil should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220 of the Education Code, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status.~~

VI. APPEALS:

Parents have a right to appeal to the Humboldt County Office of Education ("HCOE") when a school district denies an IDT Request. HCOE shall process these appeals in accordance with California Education Code section 46601, the terms of this Agreement, and HCOE's Board Policies and Regulations. Parents are entitled to notice of their right to appeal to HCOE. Failure to appeal within the required time is good cause for denial of an appeal.

Students who are under consideration for expulsion, or who have been expelled pursuant to

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California Education Code Sections 48915 and 48918, may not appeal interdistrict attendance denials or rescissions while expulsion proceedings are pending, or during the term of the expulsion.

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Appeals must be filed by the Parent within thirty (30) days of a denial of a request. See “definitions” above for the definition of a denial.

Provisional Enrollment in DPE Pending Appeal: The parties agree that no DPE will grant provisional enrollment of a pupil pending an appeal before Humboldt County Office of Education (“HCOE”), except that a DPE may provisionally enroll a student who has been attending a DPE school in the immediate past and who has been historically continuously enrolled. For example, a Parent moves from District A in April to District B, but wants her child to continue attending District A for continuity. A pupil shall be eligible for provisional attendance only upon providing reasonable evidence that a final decision for a request for interdistrict transfer is pending either with the DOR, the DPE, or HCOE. Where provisional enrollment is granted under these limited circumstances, and for a period not to exceed two school months, the governing board of a DPE may provisionally admit to the schools of the school district a pupil who resides in another school district, pending a decision of the governing boards of the two school districts, or by HCOE upon appeal, regarding the interdistrict attendance. The period of provisional attendance begins on the first day of the pupil's attendance in the school. If a decision by the school districts or HCOE has not been rendered by the conclusion of two school months, and the school districts or HCOE are still operating within the prescribed timelines, the pupil shall not be allowed to continue attendance at the DPE. If the pupil is subject to compulsory full-time education pursuant to California Education Code Section 48200, he or she shall enroll in the DOR or in another educational program.

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Provisional attendance shall not guarantee that a school district or HCOE will approve a request for interdistrict transfer.

VII. REVOCATIONS:

Neither a DOR nor ~~DOA~~ a district that has accepted a student on an interdistrict transfer may revoke an IDT for a student after June 30 following the completion of grade 10, or for pupils in grades 11 or 12. Any other IDT Permit may be revoked pursuant to the policies and regulations of either the ~~a district that has accepted a student on an interdistrict transfer DOA~~ or DOR, or as set forth on the IDT Permit itself, as permitted by law. If a school district revokes an IDT Permit, it will promptly provide written notice of the revocation to the other district.

VIII. CHANGES IN LAW:

If any law modifies or conflicts with a provision of this Agreement, the new law shall prevail as if written into the Agreement. A change in law, or a finding that one portion of this Agreement is not legally compliant, shall not invalidate the other terms of the Agreement.

IX. COMMUNICATIONS AND PUBLIC AWARENESS

In order to maximize awareness of the inter-district transfer process the Humboldt County Office of Education (HCOE), in partnership with participating districts, will coordinate a public awareness campaign that will include print, radio, and social media advertisements. In addition, school districts, charter schools, early childhood providers, and other relevant public/private agencies will receive copies of media print materials to post on their websites and/or share with families. The public awareness campaign will begin in November of each year and run through the end of the priority one window.

ATTACHMENT A: LIST OF PARTIES

ATTACHMENT B: IDT REQUEST FORM

For Each Party:

_____ School District

Signature of Superintendent and Date:

Board approval:

Date: _____

Commented [DLM2]: Do you want to have HBOE Board President sign since this Agreement does state that HBOE shall process in accord with the terms of this Agreement, thereby HBOE is making a commitment and perhaps ought to be a signatory?

ANNUAL INTERDISTRICT ATTENDANCE TRANSFER AGREEMENT for SCHOOL DISTRICTS IN HUMBOLDT COUNTY for school year **2023-2024**

Date Request Received
by DOR

Part A

Parent/Guardian: Complete applicable steps on page 1 and 2 shaded in gray and then submit it to your **District of Residence (DOR)**. If approved, it will be forwarded to the **District of Proposed Enrollment (DPE)**. Only new requests for the future school year submitted between December 1 and February 1 are assured of approval by the DOR, subject to reasonable enrollment activities. (See the DOR district office for exceptions and for information on reasonable enrollment activities). If both districts approve, and you agree to any additional terms and conditions required by the district(s), you may enroll your student in the DPE.

District of Residence _____ District of Proposed Enrollment _____

Foster Youth <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Homeless/McKinney-Vento Youth <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
If Yes or Unknown to either of the above please contact the district of residence Foster/Homeless liaison or the Humboldt County Office of Education Foster & Homeless Youth Education Services office at 707-445-7187 before proceeding with application.	

COMPLETE ALL SECTIONS	STEP 1: To be completed by parent/guardian (PLEASE PRINT)		<input type="checkbox"/> New Application	<input type="checkbox"/> Renewal
			<input type="checkbox"/> Sibling(s) at school? Sibling Grade(s): _____	<input type="checkbox"/> No change in address
			Sibling Name(s): _____	<input type="checkbox"/> Address change
	Have you applied for a transfer to any other district for this same school year? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, list all:			Student Grade in 2023-2024 :
	Student Name (Last, First)			Birth Date
	Current or Last School of Attendance			
	Student Address			City, Zip Code
	Parent / Guardian Name			
Primary Phone		Other Phone	Email address	

STEP 2: To be completed by parent/guardian for NEW applications only	
Reason for Request: <input type="checkbox"/> Childcare <input type="checkbox"/> Parent Employment <input type="checkbox"/> Other (Explain below)	
If reason is parent employment or childcare, provide name, address, and phone number of childcare or work below. Any additional information you wish to provide may be included below (use additional pages as needed):	
If reason is "Other", please explain as thoroughly and clearly as possible. Include all relevant details.	
What special services has the student received? (Check all that apply) <input type="checkbox"/> Gifted (GATE) <input type="checkbox"/> Section 504 <input type="checkbox"/> Special Education <input type="checkbox"/> English Language Learner <input type="checkbox"/> None	
If the student is receiving Special Education services, what is their current placement (Please attach IEP) <input type="checkbox"/> Special Day (SDC) <input type="checkbox"/> Resource (RSP) <input type="checkbox"/> Speech Services <input type="checkbox"/> Pending Assessment	
Is the student currently pending disciplinary action or under an expulsion order? <input type="checkbox"/> Yes <input type="checkbox"/> No	

I have read the terms and conditions and understand the regulations and policies governing interdistrict attendance permits and hereby submit my application. I also understand that approval or denial of this application and revocation of the Permit is subject to the terms of this Permit and the policies and/or regulations of the individual districts. I understand that this information may be verified and that inaccurate or false information may subject my request to denial or revocation. I certify under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. I also understand and agree to the above terms.

Parent/Guardian Signature _____ Date _____

Student Name _____

PART B: Terms and Conditions:

The following terms and conditions apply to this Permit if it is approved by both districts:

1. Students will be required to re-apply for interdistrict attendance for any subsequent school year, except a DOR or DPE shall not rescind existing transfer permits for pupils after June 30 following the completion of grade 10, or for pupils in grade 11 or 12.
2. As permitted by law, the Permit may be revoked by either district pursuant to its policies and regulations and any applicable terms and conditions in Part C and/or D. Grounds for revocation of the Permit include, but may not be limited to, the failure of a pupil to attain satisfactory academic progress, follow established rules of conduct, or maintain regular attendance, as determined by the district of proposed enrollment.
3. Neither district will be responsible for pupil transportation unless required by law.
4. The DPE will be responsible for special education services and related costs.
5. Approval of this Permit does not guarantee athletic eligibility.

PART C: Action of District of Residence (to be completed by DOR):

Decision: ☐ Approved ☐ Denied for the school year 2023-2024

Comments:

Authorizing Signature: _____

Title: _____

District: _____

Date of action by DOR

PART D: Action of District of Proposed Enrollment (to be completed by DPE):

Decision: ☐ Approved ☐ Denied ☐ Denied, but on waitlist for the school year 2023-2024

Comments:

Authorizing Signature: _____

Title: _____

District: _____

Date of action by DPE

If one or both districts deny the permit you may contact the Humboldt County Office of Education at 707-445-7171 if you wish information on the appeal process or go online at <https://www.hcoe.org/inter-district/>. **(An interdistrict attendance appeal request must be filed with the Humboldt County Board of Education within thirty (30) calendar days of notification that the request was denied, or failure of a school district to provide written notification within the required timeframe.)**

The parent/guardian and each district shall be provided with and retain a copy of this form.

IDT - ECSD - Outgoing 2022-2023

Elementary Districts	2022/23
Arcata Elementary	32
Blue Lake	6
Cutten (K-6)	151
Ferndale Elementary	3
Fieldbrook	0
Fortuna Elementary	0
Freshwater	107
Garfield	18
Hydesville	0
Jacoby Creek	80
Kneeland	3
Loleta	0
Maple Creek	0
McKinleyville Elementary	4
Pacific Union	13
Peninsula	2
South Bay Elementary	92
Other	3
Elem Subtotal	514

High School Districts	2022/23
NHUHSD	164
Ferndale High	5
Fortuna High	62
HS Subtotal	231
Grand Total	745

IDT - ECSD - Incoming 2022-2023

Elementary District	2022/23
Arcata Elementary D	5
Blue Lake	0
Cutten (K-6)	45
Ferndale Elementary	2
Fieldbrook	0
Fortuna Elementary	9
Freshwater	1
Garfield	0
Hydesville	0
Jacoby Creek	2
Kneeland	0
Loleta	9
Maple Creek	0
McKinleyville Elementary D	5
Pacific Union	2
Peninsula	2
Rio Dell/Scotia	1
South Bay Elementary	32
Other	1
Elem Subtotal	116

High School Districts	2022/23
NHUHSD	4
Ferndale High	1
Fortuna High	10
Klamath-Trinity Joint Unified	0
HS Subtotal	15

Grand Total	131
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AGENDA ITEM

Agenda Title: Recommendation for New Job Description – Director of Community Schools and Social Emotional Supports
Meeting Date: June 23, 2022
Item: Discussion/Action

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

The Board is asked to approve a new job description for the Director of Community Schools and Social Emotional Supports. This is a new position funded by the California Community Schools Partnership Program: Implementation Grant through the California Department of Education.

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

Eureka City Schools was awarded the Community Schools Implementation Grant, and the Director of Community Schools and Social Emotional Supports will lead the development of the full service community school which consists of three elementary classrooms. The Director will also facilitate integration and coordination of site-based services with other District programs and services including mental health, family and community support, the Marshall Family Resource Center, District Wellness Center, and school nursing.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 3: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

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 \$)*

The recommended placement for this position is Certificated Management, Class VI and this position will be added to the Certificated Management Salary Schedule.

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

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

ATTACHMENTS:

Description

- ▯ Director of Community Schools and Social Emotional Supports Job Description

Director of Community Schools and Social Emotional Supports

PURPOSE STATEMENT:

The Director of Community Schools and Social Emotional Supports is responsible for the development, implementation, and oversight of the full service community school while facilitating and integrating coordination of social emotional site-based services.

ESSENTIAL FUNCTIONS:

Work in partnership under the direction of the Superintendent and in partnership with Principals to manage and lead the development of the full service community school, including assessment of the school community's needs and assets, coordination of all student and family support services and development of resources and partnerships.

- Work under the direction of the Superintendent and in partnership with the Principals.
- Manage and lead the development, in partnership with the Principals, of a seamless system of support services for students and families.
- Facilitate and/or provide technical assistance to the various school leadership teams, including School Site Council, Coordination of Services Team (COST), Student Success Team, and site-based providers.
- Develop, manage, and oversee the implementation of an effective referral process including facilitating the Coordination of Services Team (COST).
- Conduct outreach to students and families about available resources and how to refer, and regularly assess effectiveness of outreach efforts.
- Train and support service providers to understand and align programs with school structures, systems, curriculum and goals. Work with school staff and administration to integrate academic and non-academic supports.
- Establish systems to manage and maintain quality partnerships, including, but not limited to: development of MOUs, facilitation of regular meetings, planning sessions, joint work plans and collaborative problem-solving/conflict resolution.
- Provide support and guidance for school staff and partners in resolving issues related to service delivery, access and coordination. Develop, manage, and sustain partnerships with city, county and non-profit agencies to provide supports and opportunities to students and families that meet their identified needs.
- Act as point person for agencies and programs interested in partnering with school and help to broker new partnerships that are aligned with school goals and needs.

- Facilitate integration and coordination of site-based services with other District programs and services including mental health, family and community support, Marshall Family Resource Center, District Wellness Center, and school nursing.
- Support the integration of youth leadership, parent engagement, and family support throughout all Full Service Community School efforts.
- Design programs to support student transitions, including but not limited to transition between grades, re-entry from juvenile justice system or prolonged illness.
- Manage and lead the development of new programs, including service provider selection and program implementation and monitoring. Provide training and technical assistance to ensure cultural and linguistic appropriateness of services, programs and communication efforts.
- Assist school and partner agencies with resource management and development, including fund development and grant maintenance. Facilitate data and information sharing between school and agencies, in accordance with state and federal law.
- Assist with program evaluation, including data collection, analysis and reporting.
- Coordinate the allocation of space for student and family support services, and for special events.
- Participate in professional development opportunities around development of Full Service Community Schools.
- Provide cross-training to other staff members within the department.
- Perform other related duties as assigned.

JOB REQUIREMENTS: MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

- Applicable laws, codes, regulations, policies, and procedures governing workscope
- Strategic direction of the District
- Social, emotional, health, and economic issues faced by Oakland youth and their families
- Diverse groups across race, ethnicity, religion, gender, class, and sexuality Local community-based organizations providing mental health services Research methods, report writing and record-keeping techniques
- Correct English usage, grammar, spelling, and punctuation
- Principles and practices of effective leadership Telephone techniques, systems and etiquette Interpersonal skills using tact, patience, and courtesy Principles and practices of supervision and evaluation

ABILITY TO:

- Interpret and implement applicable laws, codes, policies, procedures, and District regulations governing work scope

- Maintain current knowledge of applicable laws, codes, regulations, policies, procedures and District regulations related to work scope
- Establish and maintain effective working relationships with multi-faceted public and private agencies and District departments
- Work successfully with diverse groups across race, ethnicity, religion, gender, class, and sexuality
- Identify and resolve school site health and safety issues in a timely manner
- Communicate effectively in English orally and in writing
- Plan and organize work
- Work confidentially and with discretion
- Work independently
- Meet schedules and timelines
- Manage multiple projects simultaneously
- Complete work as directed despite frequent interruptions
- Prepare and deliver clear and concise presentations to a variety of audiences
- Develop and implement training and evaluation programs
- Supervise and evaluate assigned staff
- Operate personal computer, related software, and other office equipment
- Cross-train department personnel

WORKING ENVIRONMENT

Office environment, school sites, and off-site locations; driving a vehicle to conduct work; fast-paced work; constant interruptions

PHYSICAL REQUIREMENTS

Consistent mental alertness; sitting or standing for extended periods of time; lifting, carrying, pushing, and pulling light to moderate weight objects; bending and twisting at the waist, reaching overhead, above the shoulders and horizontally; dexterity of both hands and fingers while performing duties; seeing to read, write and use the computer; hearing and speaking to exchange information, in person or on the telephone, and make presentations.

TRAINING, EDUCATION, AND EXPERIENCE

Bachelor's degree required and three years of relevant experience in one or more major student and/or family support areas, and the ability to meet the Essential Functions stated above. Experience working in an urban school setting preferred.

QUALIFICATIONS

LICENSES AND OTHER REQUIREMENTS

Valid California Driver's License

Employment eligibility will include fingerprints, tuberculosis and/or other employment clearance

CREDENTIALS

Valid Admin Credential

NON-DISCRIMINATION POLICY

As an Equal Opportunity Employer, and in order to serve our community at the highest level of quality, we especially welcome applicants representative of our richly diverse community and state. It is the policy of the Eureka City Schools not to discriminate on the basis of race, religion, color, national origin, ancestry, handicap, medical condition or other protected disability, marital status, sex, age or any other unlawful basis in its education programs, activities, or employment practices as required by Title IX of the 1972 Education Amendments Section 504 of the rehabilitation Act of 1973, the California Fair Employment and Housing Act and applicable laws and regulations.

WORK SCHEDULE

205 Days

REQUIRED TESTING

None required

CONTINUING EDUC./TRAINING

Desire to continue career improvement

FLSA STATUS

Exempt

REPORTS TO:

Superintendent or Designee

SALARY SCHEDULE

Certificated Management, Class VI

CERTIFICATES & LICENSES

Valid California Driver's License
Current First Aid and CPR Verification

CLEARANCES

Criminal Justice/Fingerprint Clearance
Current TB Clearance

AGENDA ITEM

Agenda Title: Classified White Collar Reallocation: Instructional Assistant - Indian Education
Meeting Date: June 23, 2022
Item: Discussion/Action

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

The Board is asked to approve the recommendation of the Reclassification/Reallocation Committee to reallocate the Instructional Assistant - Indian Education position from Range 4 to Range 7.

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

Article 6.15 of the CSEA Collective Bargaining Agreement provides an annual process for classified staff to have their positions reviewed for appropriate placement on the salary schedule. Reallocation is defined as “the assignment of a different rate of pay to an existing class of positions when the duties of the affected positions have not changed significantly.”

This recommendation was submitted to CSEA for approval. CSEA and the District signed an MOU, and CSEA took action to approve the recommendation for reallocation June 14, 2022.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 3: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

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

This process occurs annually.

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

The proposed reallocation salary range is: Range 7, \$17.38 to \$27.61 per hour. If approved by the Board this change will be effective July 1, 2022.

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

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

ATTACHMENTS:

Description

- ▣ MOU Reallocation - Instr Asst Ind Ed

MEMORANDUM OF UNDERSTANDING

Between

Eureka City Schools

And

CSEA and its Redwood Chapter #88

On May 11, 2022 a classified bargaining unit reclassification panel submitted their recommendation for a reallocation of the Instructional Assistant Indian Education. Eureka City Schools (District) and CSEA and its Redwood Chapter #88 (CSEA) agree to adopt the panels findings as attached.

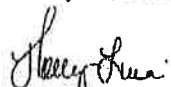
1. The parties agree that effective July 1, 2022 the Instructional Assistant Indian Education shall be reallocated from Range 4 to Range 7.
2. The parties agree that the job description and title shall remain unchanged.
3. The parties agree that the incumbent employee shall retain all seniority accrued in the classification.

FOR DISTRICT:


Renae Will, HR Director

FOR CSEA:


Tina Traylor, Ch President


Holley Luia, CSEA LRR

AGENDA ITEM

Agenda Title: Resolution for Exemption to the CalSTRS Separation from Service Requirement Pursuant to Section 24214.5 or 26812 of the California Education Code – Resolution No. 21-22-032

Meeting Date: June 23, 2022

Item: Discussion/Action

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

The Governing Board is asked to take action and approve the Resolution for Exemption to the Separation from Service Requirement Pursuant to Section 24214.5 or 26812 of the California Education Code – Resolution No. 21-22-032.

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

A Board approved certification is necessary to request an exception to the 180-day wait period in order to hire a CalSTRS retiree prior to the end of the wait period.

It is necessary to hire Sandy Lovfald as a 0.2 FTE Teacher on Special Assignment (TOSA) to provide essential student and teacher support and to meet grant data collection and reporting requirements for the Agriculture Education Program at Eureka High School. Ms. Lovfald will assist with student internships in the three pathways, support students with their Supervised Agriculture Experience (SAE) programs and applications for Proficiency Awards, and collect and report data required for various grants. Ms. Lovfald will assist with planning and facilitating students' participation at conventions, conferences, career development events, and field trips. Ms. Lovfald has the appropriate connections in the community, with local businesses, and former students to strengthen and enhance opportunities for students and the District.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 3: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

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

Ms. Lovfald is uniquely qualified to fill this role supporting students and staff while meeting important grant requirements and timelines. She is an experienced

Agriculture Teacher and actively involved in CTE programs and activities.

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

Ms. Lovfald will be compensated at 0.2 FTE with an annual salary of approximately \$17,531, paid for with Career Technical Education Incentive Grant (CTEIG) funds.

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

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

ATTACHMENTS:

Description

▣ Resolution

RESOLUTION NO. 21-22-032

**EUREKA CITY SCHOOLS
RESOLUTION FOR EXEMPTION TO THE SEPARATION-FROM-SERVICE
REQUIREMENT PURSUANT TO SECTION 24214.5 OR 26812 OF
THE EDUCATION CODE**

- WHEREAS, pursuant to Education Code section 24214.5 and 26812, there is a 180 calendar day Separation-from-service requirement for all retired CalSTRS members and participants; and,
- WHEREAS, all retired CalSTRS members and participants are subject to a restriction if they perform retired member activities as defined by section 22164.5 of the Education Code or retired participant activities as defined by section 26135.7 of the Education Code, during the first 180 calendar days after their most recent retirement; and,
- WHEREAS, if the retired CalSTRS member or participant performed retired member or participant activities during this period, CalSTRS will reduce his or her retirement benefit or annuity one dollar for each dollar earned for performing retired member or participant activities during the 180-day period; and,
- WHEREAS, there is an exemption from the 180 calendar day separation-from-service requirement for a member or participant who retires for service and is at or above normal retirement age; and,
- WHEREAS, in order to qualify for this narrow exemption, the employer must appoint the retired member or participant to a critically needed position that has been approved by the governing body of the employer in a public meeting as reflected in a resolution; and,
- WHEREAS, this approval by the governing body of the employer in a public meeting as reflected in a resolution must be finalized and communicated to CalSTRS before the member or participant commences to perform retired member or participant activities; and,
- WHEREAS, the Superintendent of Eureka City Schools must complete the *Request for Separation-from-Service Requirement Exemption* form, which must be submitted to CalSTRS and received by CalSTRS before the member or participant commences to perform retired member or participant activities,

NOW, THEREFORE, BE IT RESOLVED

that this Board does provide public notice that the district is in critical need of a 0.2 FTE Teacher on Special Assignment (TOSA) to provide essential student and teacher support and to meet grant data collection and reporting requirements, for the Agriculture Education Program at Eureka High School.

AND BE IT FURTHER RESOLVED

that the Board wishes to meet this critical need by hiring SANDRA LOVFALD, a member or participant who retired from service less than 180 days ago or who will retire;

AND BE IT FURTHER RESOLVED

that this appointment is needed to fill this critical need before the 180 calendar day separation-from-service requirement is fulfilled;

AND BE IT FURTHER RESOLVED

that this member or participant did not receive a retirement incentive or any financial inducement to retire from any public employer;

AND BE IT FURTHER RESOLVED

that the retired member's or participant's termination of employment is not the basis for the need to acquire his or her services;

AND BE IT FURTHER RESOLVED

that the earnings for retired member activities during the 180 calendar days will still be subject to the annual postretirement earnings limit for the Defined Benefit Program;

AND BE IT FURTHER RESOLVED

that this member or participant will not commence to perform retired member or participant activities before this approval is authorized by the governing body of the employer in a public meeting as reflected in a resolution and received by CalSTRS;

AND BE IT FURTHER RESOLVED

that this member or participant will not commence to perform retired member or participant activities before Eureka City Schools completes the *Request for Separation-from-Service Requirement Exemption* form and this is transmitted to and received by CalSTRS.

PASSED AND ADOPTED by the Governing Board of Eureka City Schools on this 23rd of June in the year 2022.

AYES: _____

NOES: _____

ABSENT: _____

I, **FRED VAN VLECK**, Secretary/Clerk of the Governing Board of Eureka City Schools, do hereby certify the foregoing to be a full, true and correct copy of a resolution adopted by the said Board at a regular meeting hereof held at its regular meeting place on **June 23, 2022**, which action is contained in the minutes of the meeting of said Board.

Fred Van Vleck
Secretary/Clerk of the Governing Board
Eureka City Schools
Dated: June 23, 2022

AGENDA ITEM

Agenda Title: Approval of GASB 87 Lease Capitalization Policy

Meeting Date: June 23, 2022

Item: Discussion/Action

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

The Governing Board is asked to approve adoption of the GASB 87 Lease Capitalization Policy.

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

The Governmental Accounting Standards Board (GASB) has issued a new lease accounting standard that requires the adoption of a policy to address capital leases. The objective of this accounting standard is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract.

The attached GASB 87 Lease Capitalization Policy will comply with the requirements of this new standard.

STRATEGIC PLAN/PRIORITY AREA:

Governance and Policy updating is not reflected in the Strategic Plan Priority Area

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

James Marta & Co. provided background on the GASB 87 Statement as part of the 2020/21 district audit.

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

There is no fiscal impact associated with adoption of the GASB 87 Lease Capitalization Policy.

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

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▣ Eureka City Schools GASB 87 Lease Capitalization Policy
- ▣ GASB 87 Summary

Eureka City Schools

GASB 87 Lease Capitalization Policy

Effective Date: Retroactive to July 1, 2021

General Policy

Eureka City Schools shall not enter into a lease with a duration of more than one year (12 months), nor a lease with an option to extend beyond one year unless such a lease provides Eureka City Schools with preferred pricing or another significant business advantage.

Leases that are not classified as short-term and whose aggregate payments made or received exceed \$375,000 will be capitalized ("Capitalization Threshold") in compliance with GASB 87, except as noted below:

- Leases that transfer ownership and do not contain termination options
- Short-term leases (12 months or less)
- Leases of assets that are investments
- Intangible assets (mineral rights, patents, software, copyrights)
- Biological assets (timber, living plants, living animals)
- Supply contracts
- \$1 Leases or similar, not an exchange/exchange-like transaction

This policy shall be reviewed and adjusted as conditions warrant. This policy and future changes to it will be approved by the Assistant Superintendent of Business Services.

The capitalization threshold of \$375,000 represents about half of one percent (0.5%) of Eureka City School's fixed assets net of depreciation.

Definitions

Lease: A contract that conveys control of the right to use another entity's nonfinancial asset (underlying asset) as specified by the contract for a period of time in an exchange or exchange-like transaction.

Short-term lease: A lease that, at the beginning of its term, has a maximum possible term under the contract, including any option to extend, of 12 months or less.

Financed purchase: If a contract (1) transfers ownership of the underlying asset to the lessee by the end of the contract and (2) does not contain termination options other than fiscal funding or cancellation clauses, the contract is not a lease and should be reported as a financed purchase.

Finance Lease: A finance lease is a leasing arrangement in which the lessee obtains ownership of the leased asset by the end of the lease term. With the implementation of GASB 87 effective for fiscal years beginning after June 15, 2021, there is no longer an operating vs. capital classification. Instead, all leases will be referred to as financing leases.

Measurement of a Finance Lease

As of the commencement date of a lease, the lessee measures the liability and the right-of-use asset associated with the lease. These measurements are derived as follows:

Lease Liability: The present value of the lease payments, discounted at the discount rate for the lease. This rate is the rate implicit in the lease when that rate is readily determinable. If not, the lessee instead uses its incremental borrowing rate.

Right-of-Use Asset: The initial amount of the lease liability, plus any lease payments made to the lessor before the lease commencement date, plus any initial direct costs incurred, minus any lease incentives received.

Determining Lease Term

Noncancelable Period
+ Period covered by option to terminate when it is NOT certain to be exercised
+ Period covered by the option to extend when it is reasonably certain to be exercised
= Total Lease Term

Eureka City Schools will reassess the lease term if one or more of the following occurs:

- Lessee or lessor elects to exercise an option even though originally determined that the lessee or lessor would not exercise that option.
- Lessee or lessor elects to not exercise an option even though previously determined that the lessee or lessor would exercise that option.
- An event specified in the contract that requires an extension or termination of the lease takes place.

Account Coding

Eureka City School's Role	Coding Advice
Lessee	Object code 6600 Function code 8700
Lessor	Object code 8650

Links

<https://gasb.org/page/document?pdf=GASBS87.pdf&title=GASB%20State-ment%20No.%2087,%20Leases>

SUMMARY - STATEMENT NO. 87



STANDARDS & GUIDANCE

[Pronouncements](#)
[Implementation Guides \(Post-Statement 76\)](#)
[GARS Online](#)

SUMMARIES / STATUS

SUMMARY OF STATEMENT NO. 87 LEASES

(ISSUED 06/17)

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

Definition of a Lease

A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. Any contract that meets this definition should be accounted for under the leases guidance, unless specifically excluded in this Statement.

Lease Term

The lease term is defined as the period during which a lessee has a noncancelable right to use an underlying asset, plus the following periods, if applicable:

- Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option
- Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option
- Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option
- Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.

A fiscal funding or cancellation clause should affect the lease term only when it is reasonably certain that the clause will be exercised.

Lessees and lessors should reassess the lease term only if one or more of the following occur:

- The lessee or lessor elects to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would not exercise that option.
- The lessee or lessor elects not to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would exercise that option.
- An event specified in the lease contract that requires an extension or termination of the lease takes place.

Short-Term Leases

A short-term lease is defined as a lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised. Lessees and lessors should recognize short-term lease payments as outflows of resources or inflows of resources, respectively, based on the payment provisions of the lease contract.

Lessee Accounting

A lessee should recognize a lease liability and a lease asset at the commencement of the lease term, unless the lease is a short-term lease or it transfers ownership of the underlying asset. The lease liability should be measured at the present value of payments expected to be made during the lease term (less any lease incentives). The lease asset should be measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs.

A lessee should reduce the lease liability as payments are made and recognize an outflow of resources (for example, expense) for interest on the liability. The lessee should amortize the lease asset in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset. The notes to financial statements should include a description of leasing arrangements, the amount of lease assets recognized, and a schedule of future lease payments to be made.

Lessor Accounting

A lessor should recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term, with certain exceptions for leases of assets held as investments, certain regulated leases, short-term leases, and leases that transfer ownership of the underlying asset. A lessor should not derecognize the asset underlying the lease. The lease receivable should be measured at the present value of lease payments expected to be received during the lease term. The deferred inflow of resources should be measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods.

A lessor should recognize interest revenue on the lease receivable and an inflow of resources (for example, revenue) from the deferred inflows of resources in a systematic and rational manner over the term of the lease. The notes to financial statements should include a description of leasing arrangements and the total amount of inflows of resources recognized from leases.

Contracts with Multiple Components and Contract Combinations

Generally, a government should account for the lease and nonlease components of a lease as separate contracts. If a lease involves multiple underlying assets, lessees and lessors in certain cases should account for each underlying asset as a separate lease contract. To allocate the contract price to different components, lessees and lessors should use contract prices for individual components as long as they do not appear to be unreasonable based on professional judgment, or use professional judgment to determine their best estimate if there are no stated prices or if stated prices appear to be unreasonable. If determining a best estimate is not practicable, multiple components in a lease contract should be accounted for as a single lease unit. Contracts that are entered into at or near the same time with the same counterparty and that meet certain criteria should be considered part of the same lease contract and should be evaluated in accordance with the guidance for contracts with multiple components.

Lease Modifications and Terminations

An amendment to a lease contract should be considered a lease modification, unless the lessee's right to use the underlying asset decreases, in which case it would be a partial or full lease termination. A lease termination should be accounted for by reducing the carrying values of the lease liability and lease asset by a lessee, or the lease receivable and deferred inflows of resources by the lessor, with any difference being recognized as a gain or loss. A lease modification that does not qualify as a separate lease should be accounted for by remeasuring the lease liability and adjusting the related lease asset by a lessee and remeasuring the lease receivable and adjusting the related deferred inflows of resources by

a lessor.

Subleases and Leaseback Transactions

Subleases should be treated as transactions separate from the original lease. The original lessee that becomes the lessor in a sublease should account for the original lease and the sublease as separate transactions, as a lessee and lessor, respectively.

A transaction qualifies for sale-leaseback accounting only if it includes a sale. Otherwise, it is a borrowing. The sale and lease portions of a transaction should be accounted for as separate sale and lease transactions, except that any difference between the carrying value of the capital asset that was sold and the net proceeds from the sale should be reported as a deferred inflow of resources or a deferred outflow of resources and recognized over the term of the lease.

A lease-leaseback transaction should be accounted for as a net transaction. The gross amounts of each portion of the transaction should be disclosed.

Effective Date and Transition

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged.

Leases should be recognized and measured using the facts and circumstances that exist at the beginning of the period of implementation (or, if applied to earlier periods, the beginning of the earliest period restated). However, lessors should not restate the assets underlying their existing sales-type or direct financing leases. Any residual assets for those leases become the carrying values of the underlying assets.

How the Changes in This Statement Will Improve Accounting and Financial Reporting

This Statement will increase the usefulness of governments' financial statements by requiring reporting of certain lease liabilities that currently are not reported. It will enhance comparability of financial statements among governments by requiring lessees and lessors to report leases under a single model. This Statement also will enhance the decision-usefulness of the information provided to financial statement users by requiring notes to financial statements related to the timing, significance, and purpose of a government's leasing arrangements.

How the Board Considered Costs and Benefits in the Development of This Statement

One of the principles guiding the Board's setting of standards for accounting and financial reporting is the assessment of expected benefits and perceived costs. The Board strives to determine that its standards address significant user needs and that the costs incurred through the application of its standards, compared with possible alternatives, are justified when compared to the expected overall public benefit. The Board considered the costs of both the individual provisions in this Statement and the Statement as a whole. The Board is cognizant that the costs of implementing the changes required by this Statement may be significant. However, the Board believes that the expected benefits that will result from the information provided through implementation of this Statement, both initially and on an ongoing basis, are significant.

To reduce the cost of implementation, this Statement includes an exception for short-term leases, as described above, and exceptions for contracts that transfer ownership, leases of assets that are investments, and certain regulated leases. In response to stakeholder feedback, this Statement excludes supply contracts and leases of inventory. In addition, this Statement includes cost-reducing provisions regarding reassessment of the lease term, requiring governments to report multiple-component contracts as a single lease unit when determining a best estimate for allocating the contract price to individual components is not practicable, and not requiring lessors to derecognize underlying assets, among other provisions.

Unless otherwise specified, pronouncements of the GASB apply to financial reports of all state and local governmental entities, including general purpose governments; public benefit corporations and authorities; public employee retirement systems; and public utilities, hospitals and other healthcare providers, and colleges and universities. Paragraph 3 discusses the applicability of this Statement.



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AGENDA ITEM

Agenda Title: Approval of Change Order No. 1 and Change Order No. 2: EHS Gymnasium Project
Meeting Date: June 23, 2022
Item: Discussion/Action

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

The Governing Board is asked to approve Change Order No. 1 and Change Order No. 2 for the EHS Gymnasium project.

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

Change Order No. 1: The trenching, backfill and compaction of the trench was excluded by PG&E in their agreement with the school district. This work must be performed to provide gas to the new building.

Change Order No. 2: The City of Eureka requires 95% compaction of the sub-grade in their right of ways. The contractor has only been able to obtain 88% compaction. The geotechnical engineer with SHN has reviewed and determined adding geo-textile fabric will allow the requirements of the city be met. The city engineer has reviewed and concurred this is an acceptable method.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 12: NEW AND MODERNIZED FACILITIES

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

The Board approved the low bid awarding the Eureka High School Gymnasium project to Thompson Builders Corporation at the April 29, 2021, meeting.

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

Change Order No. 1 is \$23,227.

Change Order No. 2 is \$6,863.

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

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▣ Change Order No. 1
- ▣ Change Order No. 2

CHANGE ORDER

AIA DOCUMENT G701

OWNER	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
INSPECTOR	<input checked="" type="checkbox"/>

PROJECT:
Eureka High School
1915 J Street
Eureka, CA 95501

Change Order Number: 001

Date: May 23, 2022

Architect's Project No. EC17.03.54

TO CONTRACTOR:
Thompson Builders Corporation
5400 Hanna Ranch Road
Novato, CA 94945

Contract Date: May 10, 2022

Contract For: Construction of New Gymnasium
and Site Work

- 1.1 Trench, backfill and compact the trench for the PG & E gas main from Trinity Street to the meter location per PG & E trench drawing plan No. 35074359.

Requested By: District, Architect, Contractor

Reason: The trenching, backfill and compaction of the trench was excluded by PG & E in their agreement with the school district. This work must be performed to provide gas to the new building.

Add \$ 23,227.00

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT AND CONTRACTOR

The original (Contract Sum) was ----- \$ 24,293,000.00
Net Change by previously authorized Change Orders ----- \$ 0.00
The (Contract Sum) prior to this Change Order was ----- \$ 24,293,000.00
The (Contract Sum) will be (increased) by this Change Order in the amount of ----- \$ 23,227.00
The new Contract Sum including this Change Order will be ----- \$ 24,316,227.00
The Contract Time will be (unchanged) by 0 Calendar Days (0 Working Days). ----- (-0-) days.
The date of Substantial Completion for Phase One, Increments No. 1 and No. 2 as of
the date of this Change Order therefore is ----- October 6, 2022

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT

F F & J Architects, Inc.
2101 Geer Road, Suite 308
Turlock, CA 95382

CONTRACTOR

Thompson Builders Corporation
5400 Hanna Ranch Road
Novato, CA 94945

OWNER

Eureka City Schools
2100 J Street
Eureka, CA 95501

By 

Date 5/23/2022

By 

Date 6/15/2022

By _____

Date _____

CHANGE ORDER

ALA DOCUMENT G701

OWNER	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
INSPECTOR	<input checked="" type="checkbox"/>

PROJECT:
Eureka High School
1915 J Street
Eureka, CA 95501

Change Order Number: 002

Date: June 13, 2022

Architect's Project No. EC17.03.54

TO CONTRACTOR:
Thompson Builders Corporation
5400 Hanna Ranch Road
Novato, CA 94945

Contract Date: May 10, 2022

Contract For: Construction of New Gymnasium
and Site Work

- 2.1 Furnish and install approximately 11,400 square feet of Mirafi 600X geo-textile fabric on the sub-grade in certain areas within J and Trinity Streets to address soft areas where the required compaction cannot be obtained do to existing shallow utility lines.

Requested By: City of Eureka, Testing Lab, Architect, Contractor

Reason: The City of Eureka requires 95% compaction of the sub-grade in their right of ways. The contractor has only been able to obtain 88% compaction. The geotechnical engineer with SHN has reviewed and determined adding the geo-textile fabric will allow the requirements of the city to be met. The city engineer has review and concurred this is an acceptable method.

Add \$ 6,863.00

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT AND CONTRACTOR

The original (Contract Sum) was -----	\$ 24,293,000.00
Net Change by previously authorized Change Orders -----	\$ 23,227.00
The (Contract Sum) prior to this Change Order was -----	\$ 24,316,227.00
The (Contract Sum) will be (increased) by this Change Order in the amount of -----	\$ 6,863.00
The new Contract Sum including this Change Order will be -----	\$ 24,323,090.00
The Contract Time will be (unchanged) by 0 Calendar Days (0 Working Days). -----	(-0-) days.
The date of Substantial Completion for Phase One, Increments No. 1 and No. 2 as of the date of this Change Order therefore is-----	October 6, 2022

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT

FF & J Architects, Inc.
2101 Geer Road, Suite 308
Turlock, CA 95382

CONTRACTOR

Thompson Builders Corporation
5400 Hanna Ranch Road
Novato, CA 94945

OWNER

Eureka City Schools
2100 J Street
Eureka, CA 95501

By 

Date 06/13/2022

By 

Date 6/15/2022

By _____

Date _____

AGENDA ITEM

Agenda Title: Annual Update on Athletic Programs at Eureka High School

Meeting Date: June 23, 2022

Item: Discussion

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

The Governing Board is asked to receive and discuss the annual report on athletic programs at Eureka High School.

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

Eureka High School has many athletic programs and supports the philosophy of the InSideOut Initiative.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 9: PHYSICAL EDUCATION PROGRAM

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

This is an annual item.

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)*

Jennifer Johnson, EHS Principal

Ed Sonia, EHS Athletic Director

Fred Van Vleck, Superintendent

ATTACHMENTS:

Description

- ▢ Presentation

Eureka City Schools Athletics

Ed Sonia

Athletic Director



ECS Coaches

71 Paid Coaches

40 Volunteer Coaches



School	Fall	Winter	Spring
Zoe Barnum	0	1	0
Eureka High	18	15	9
Winship	4	7	3
Zane	4	7	3

Zoe Barnum High School Team went 5-0



June 23, 2022

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Zane Middle School



Winship Middle School



Vikings



Coaching Coaches

- **Coaching Meeting Once a Month**
- **Mentor Coaches / InSideOut Initiative**
- **Coaching Observations / Evaluations**
- **ECS Coaches Orientation (Aug 6th)**

Logger Core Values

- **Do the Right Thing**
- **Do Everything to the Best Ability**
- **Show You Care**

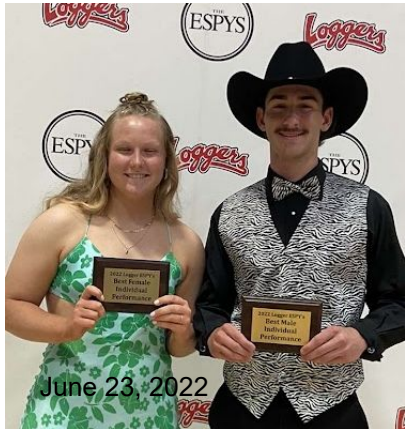


Logger Olympics





ESPYS Award Night





Physical Night



June 23, 2022

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1 Year Plan

- **Branding Awareness**
- **Align ECS Athletic Programs**
 - **Coaching Expectations**
 - **Document Alignment**
- **Updated Website and Handbook**
 - **Athletic Documents Digitized (Google Drive)**
- **Student Leadership**
 - **Commissioners / Student Athlete Advisory Committee (SAAC)**



3 Year Plan

- **Branding Logo / Color Consistency**
- **Competitive Coaching Hiring Pool**
- **Create Student Section (The Log House)**
- **Facilities Complete**



5 Year

- **Total Branding Consistency**
- **Varsity Club Council (Quarterly Meeting)**

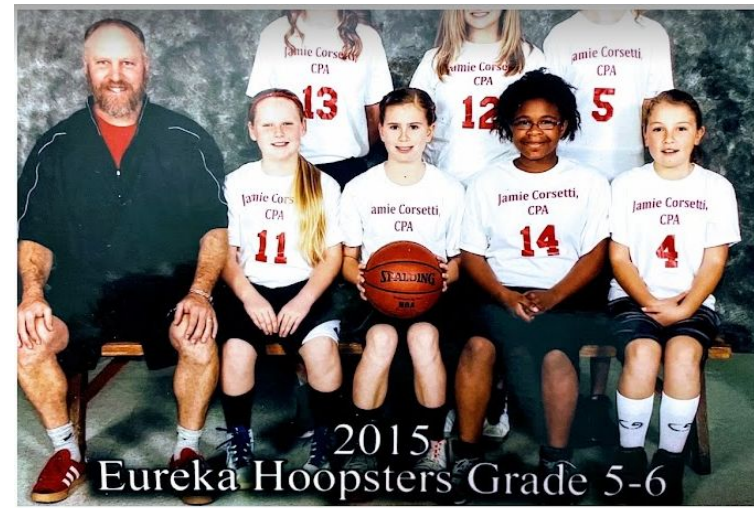
Fall Season



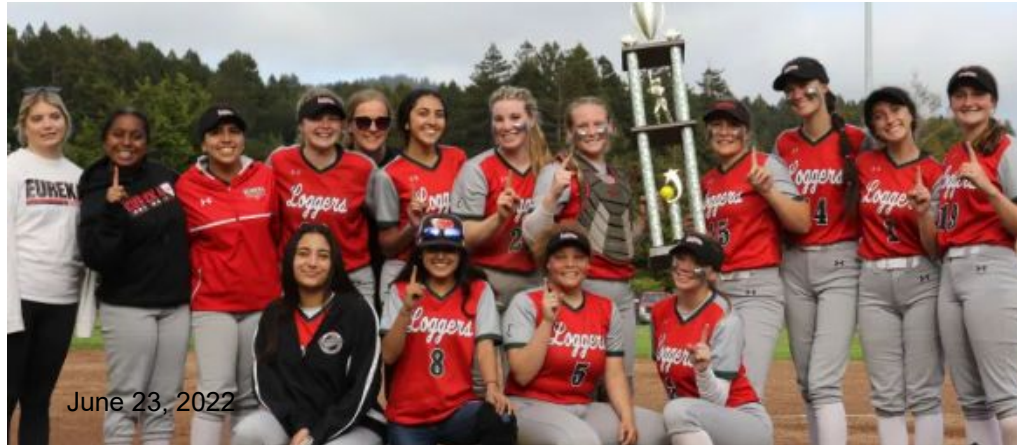
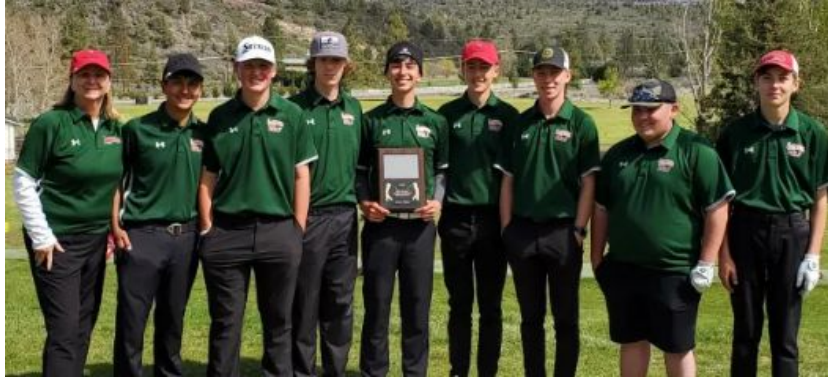
June 23, 2022



Winter Season



Spring Season



Payton Goodman



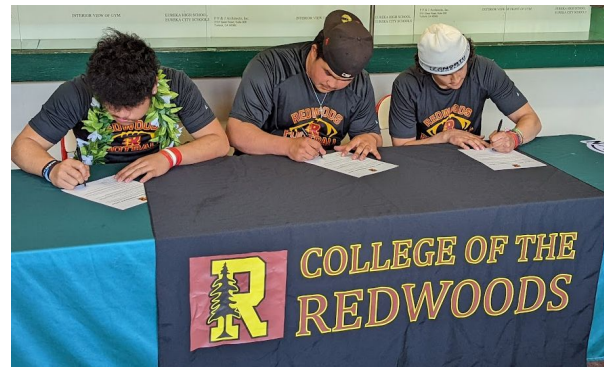
Multi-Sport athlete and EHS Senior, Payton Goodman, with the 2021-22 collection of trophies, plaques and banners from three winning seasons.

Soccer NCS Championship team and all-county honorable mention, Basketball League and Niclai Championship team and Softball League, Lakin, NCS reserve champion, and CIF semi-final team where she was also named all-league.

**Deondrae Phillips
The University of Kansas**



**Carlos Duenas, Kayro Jimenez, Max Tapulaaia
College of the Redwoods**



Athlete Signings



June 23, 2022

McKenna Beach - Cal Poly HSU



Page 17 of 18

Jackson Giacone - Cal State Fullerton

NCS/CIF Championships

Girls Soccer - NCS Championship

Girls Wrestling - 2 NCS Placers (5th & 3rd)
Lucy Romaro Qualified for State Tournament

Boys Wrestling - Shiloh Nicholson Placed 4th for NCS

Girls Basketball - Basketball League and Niclai Champion

Softball - Softball League, Lakin Champion, NCS Reserve Champion

Baseball - Baseball League Champion

Track - Boys 2nd & Girls 3rd in HDNL, 18 Athletes Qualified for NCS
5 Athletes at Meet of Champions

Josh Mahle, Emily Pesch, Ginny Brooks, Jamin Guilbert, Joseph Gonzalez



AGENDA ITEM

Agenda Title: UPK Planning and Implementation Grant Program
 Meeting Date: June 23, 2022
 Item: Discussion

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

The Board of Trustees is asked to review progress on the California Education Code (EC) Section 8281.5, UPK Planning and Implementation (P&I) Grant submission, which provides a total of \$200 million to support planning around access to classroom-based PreKindergarten programs. This grant is allocated in two parts:

1. UPK P&I Grant for local educational agencies (LEAs) (school districts, charter schools, and county offices of education) based on a formula specified in EC 8281.5(c)(1)(A) and (C).
2. UPK P&I – Countywide Planning and Capacity Building funds with a minimum base grant of \$15,000 for each LEA in their county that operates kindergarten programs specified in EC 8281.5(c)(1)(B).

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

These funds may be used for costs associated with providing countywide planning and capacity building to help LEAs in their county create or expand CSPP or TK programs, or to establish or strengthen partnerships with other providers of PreKindergarten education within the county, including Head Start programs, to ensure that high-quality options are available for four-year-old children countywide.

STRATEGIC PLAN/PRIORITY AREA:

This item applies to all strategic planning/priority areas.

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

This is the first time the Board of Trustees is asked to review this item.

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

- ▢ UPK ECS Presentation
- ▢ ECS UPK Grant Plan

The Universal Pre-Kindergarten (UPK) Planning & Implementation Grant Program

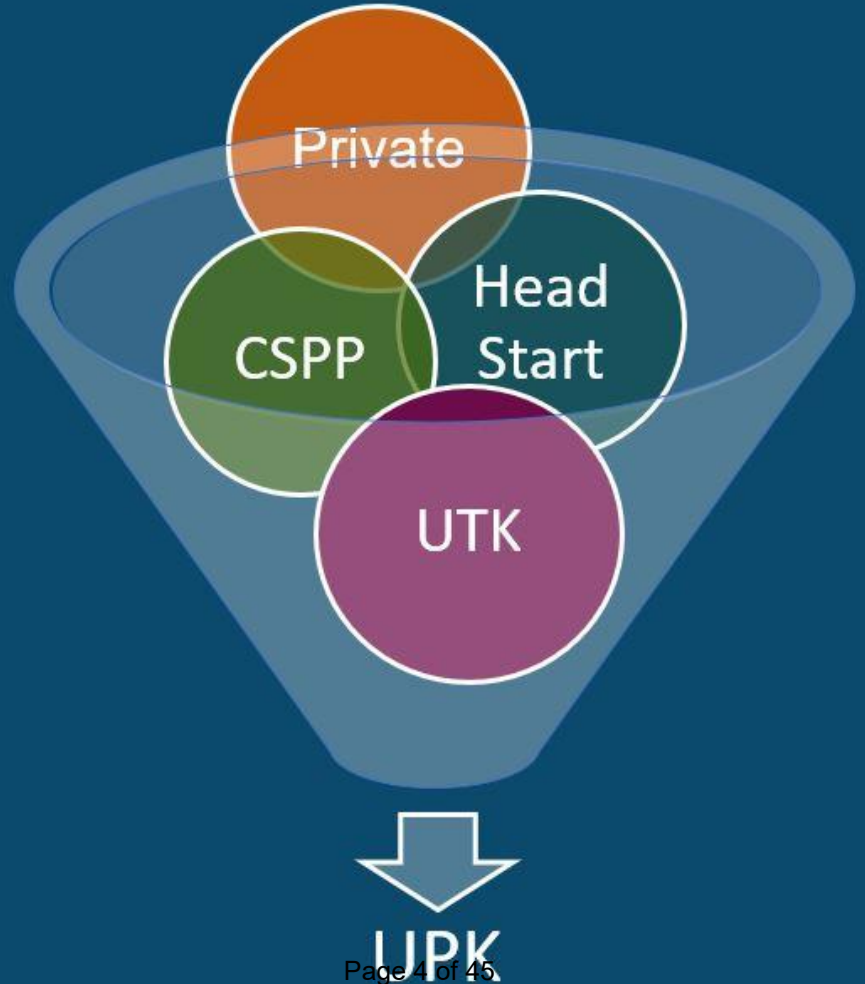
*A presentation to the
Board of Trustees, June 2022*



What is UPK?

UPK will bring together programs across early learning and Kindergarten (K) through Twelfth grade, relying heavily on UTK and CSPP, as well as Head Start, community-based organizations, and private preschool.

Universal means that by 2025–26, regardless of background, race, zip code, immigration status, or income level – **every** child– has access to a quality learning experience the year before K.



Funding to Support UPK Planning and Implementation

- \$200 million available to school districts, county offices of education, and charter schools
- \$176 million in grants to LEAs with kindergarten enrollment in specific years to plan for UPK
- Allowable funds: planning costs, hiring and recruitment, staff training and professional development, classroom materials and supplies

UPK Plan Requirements

- As specified in Education Code (EC) 8281.5, LEA must:
 - Develop a plan for consideration by the governing board at a public meeting on or before June 30, 2022 for how **all children** in the attendance area will have access to **full-day** learning programs the year before kindergarten that meet the needs of parents, including partnerships with:
 - The local educational agencies expanded learning offerings
 - After School Education and Safety Program (ASES)
 - California State Preschool Program (CSPP)
 - Head Start Programs
 - Other community-based early learning and care programs

Key Considerations: TK Kindergarten Timeline

- School districts and charter schools must implement universally available TK for all four year-old children by 2025-26
- Table illustrates the UTK implementation timeline, eligibility and ratios.

TK Eligibility and Ratios by School Year

Type of Requirement	2021–22	2022–23	2023–24
Eligibility	Turn five between September 2 and December 2; at LEA discretion, turn five between December 3 and the end of the school year	Turn five between September 2 and February 2; at LEA discretion, turn five between February 3 and the end of the school year	Turn five between September 2 and April 2; at LEA discretion, turn five between April 3 and the end of the school year
Ratios	Not specified	1:12	1:10 (Subject to future legislative appropriation)
Class Size	24	24	24

TK Eligibility and Ratios by School Year (2)

Type of Requirement	2024–25	2025–26
Eligibility	Turn five between September 2 and June 2; at district discretion, turn five between June 3 and the end of the school year	Turn four by September 1
Ratios	1:10 (Subject to future legislative appropriation)	1:10 (Subject to future legislative appropriation)
Class Size	24	24

UPK Implementation Schedule:

TK and Early Admittance TK (ETK)

Birthdays	2021–22	2022–23	2023–24	2024–25	2025–26
Sep. 2 – Dec. 2	TK	TK	TK	TK	TK
Dec. 3 – Feb. 2	ETK	TK	TK	TK	TK
Feb. 3 – Apr. 2	ETK	ETK	TK	TK	TK
Apr. 3 – Jun. 2	ETK	ETK	ETK	TK	TK
Jun. 3 – Jun. 30	ETK	ETK	ETK	ETK	TK
Jul. 1 – Sep. 1	Other	Other	Other	Other	TK

Supporting a Preschool through Third Grade Continuum

- Provide equitable opportunities for CA early learners
- UPK gives the P-3 alignment a chance to be strengthened to improve child outcomes
- Parent engagement and choice are at the center of the UPK decisions, a well collaboration with Head Start and CSPP

How Do Transitional Kindergarten, UPK, and P-3 Alignment Work Together?

- **Transitional Kindergarten (TK)** is an integral program in the mixed delivery system for achieving UPK. It will be the only program that must serve any four-year-old child that wants to enroll by 2025–26.
- **UPK** is a mixed-delivery system of UTK, CSPP, Head Start, expanded learning, private providers, and more. It provides every four-year-old child access to high-quality learning the year before K.
- **P-3** connects UPK with K, First, Second, and Third grade. It aligns developmentally informed best practices, UPK–Third grade.

Full-Day, Extended Learning and Care

- Plan will include how ECS will offer full-day early learning to all students by collaboration with partners (Head Start/CSPP programs, etc)
- This ensures every child has access to high quality opportunities in a combined way to equate to a full day of learning

Creating Joint or Aligned Plans

- CDE encourages districts to create a joint plan for UPK with similar communities
- Partnering LEA's may submit the same plan for multiple LEAs and may submit a countywide plan
- Plans should include coordination with CSPP, Head Start and other local preschool programs

Focus Area A: Vision and Coherence

How will ECS offer UPK for all 4 year olds?

- Full day TK will be offered at all sites:
 - TK and K combo classes
 - CSPP and TK classes

Focus Area B: Community Engagement and Partnerships

- English Learner Advisory Committee (ELAC)
- District English Learner Advisory Committee (DELAC)
- School Site Council
- Tribal Community input session
- Family or parent surveys
- Cindi Kaup-Project Manager UPK, Humboldt County Office of Education (HCOE)
- NorthCoast Children's Services Head State Policy Council meetings
- First 5 Humboldt
- Cal Poly Humboldt/College of the Redwoods

Focus Area C: Workforce Recruitment and Professional Learning

- ECS plans to engage educators and site leaders/principals in a variety of Professional Learning topics across the P-3 continuum
- Partnerships with higher education and high schools to recruit and prepare qualified teachers
- Continued professional learning to educators on relevant child assessments: Desired Results Developmental Profile (DRDP), Ages and Stages Questionnaires (ASQ), IEP's/IFSP's

Comparing Service Deliveries

	Age (years)	General Income Requirements	Ratios (adult: child)
TK and ETK	4	Age eligible, not based on income	1:12 in 2022-23 or 1:10 in 2023-24 with funding Maximum 33 students 24 average class size across the school site
CSPP	3-5	85% or less of state median income	1:8 1 teacher 24 students
Head Start	3-4	Income below poverty line	1:10 3s only: Maximum 17 students, <i>15 for double-session</i> 4-5s: Maximum 20 students, <i>17 for double-session</i>

Comparing Service Deliveries

	Teacher Requirements	Other Notes
TK and ETK	Multiple-Subject Credential (and 24 units of child development or early childhood education [ECE] by August 1, 2023)	If teacher first assigned after July 1, 2015, then they need 24 units of ECE by August 2023 Intent to align with Preschool Learning Foundations (PLFs)
CSPP	Child Development Associate Teacher Permit	Required use of Early Childhood Environmental Rating Scale (ECERS), Desired Results Developmental Profile (DRDP) assessment, and curriculum aligned to PLFs
Head Start	Teacher: Associates' in ECE Instructional Aide: at least 12 units of ECE	Comprehensive services in Performance Standards

Focus Area D: Curriculum, Instruction and Assessment

- English only instruction with home language support
- Emphasis on social emotional learning and executive functioning skills in all areas of development and learning
- Designing developmentally appropriate classrooms and curriculum frameworks, learning through play

Focus Area E: Facilities, Services and Operations

- Spaces will meet Kindergarten Title 5 standards
- Plans include 6-8 new classrooms
- Accommodations for students with disabilities
- Transportation to and from TK programs

Eureka City Schools is excited to plan for Universal Pre-Kindergarten (UPK)

- Building a strong early learning foundation will carry children forward in school readiness and life long learning. Early intervention proves to positively contribute to children's development in every domain, and lead to family success and well-being
- Planning will support a growing field of early childhood educators who bring professionalism and competence to the goal of providing high quality, inclusive learning environments to young children
- Partnering with local higher education institutions and high schools will bring in qualified, diverse and multilingual prospective educators

Thank you! Slideshow created in collaboration with Elizabeth Rice, Director,



Thank you, do
you have any
questions?



Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

A Resource for Local Educational Agencies
Released – December 17, 2021

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Universal Prekindergarten in California

Decades of research demonstrate that an early and strong foundation for learning matters. Children who have effective learning opportunities before kindergarten have an advantage in school and in life over children who do not, especially children with adverse childhood experiences. Children who attend quality preschool programs are more prepared for school in terms of their early literacy, language, and math skills, their executive function, and social emotional development. In some cases, preschool participants are less likely to be identified for special education services or to be held back in elementary school than children who do not attend developmentally-informed preschool programs that include strong educational components.

California is poised to realize universal prekindergarten (UPK) for all four-year-old children, and to expand services for three-year-old children through bold leadership and the unprecedented investments in the Budget Act of 2021, including universal transitional kindergarten (UTK) and expansion of the California State Preschool Program (CSPP).

The tumult of the COVID-19 pandemic accelerated a call to action to ensure a strong educational foundation for all children, emphasizing the critical role of our education system in supporting children and families' needs and how local flexibility fuels community capacity to meet their needs. California's leaders responded with historic investments in family support, child development and care, and education. Yet, as the Master Plan for Early Learning and Care highlights, realizing the promise of early childhood investments will require all partners—across early learning and care, early education, elementary education, and expanded learning and extended care communities—to work together to create a stronger system designed to meet the needs of the whole child.

The California Universal Prekindergarten Planning and Implementation Grant Program – Overview

California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, including infant and toddler supports, such as family leave and access to infant and toddler care, universal preschool for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system.

The 2021–22 State Budget package established the UPK Planning and Implementation Grant Program as a state early learning initiative with the goal of expanding access to prekindergarten programs at local educational agencies (LEAs). This grant program provides \$200 million for the California Department of Education (CDE) to allocate directly to LEAs based on a statutory formula to support planning and implementation costs associated with expanding prekindergarten options, such as universally-available transitional kindergarten (TK), CSPP, and Head Start for eligible students, and other local and community-based partnerships. It is important for LEAs to include partners such as CSPP, Head Start, and other early learning and care providers in the co-creation of the local plan. Engaging all partners in the community will enhance resources for families and children and fully utilize and coordinate available resources, including facilities, staff, and funding.

Under the provisions of California Education Code (EC) Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK.

Grant funds may be used for costs associated with creating or expanding CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the LEA, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: (1) planning costs, (2) hiring and recruitment costs, (3) staff training and professional development, (4) classroom materials, and (5) supplies.

As a condition of receiving grant funds, state law requires each LEA to create a plan articulating,

how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program, the California state preschool program, Head Start programs, and other community-based early learning and care programs (EC Section 8281.5).

Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022, after which the LEA must provide data, as specified by the State Superintendent of Public Instruction, to the CDE. The CDE must encumber funds by June 30, 2024. LEAs will have until June 30, 2025, to use the funds.

In addition, the 2021–22 State Budget also established the Expanded Learning Opportunities Program (ELO-P). The intent of the program is that all LEAs offer all unduplicated students in classroom-based instructional programs access to comprehensive afterschool and intersessional expanded learning opportunities. The ELO-P requires LEAs to offer in-person before or after-school expanded learning opportunities that, when added to the core instructional day, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day (EC Section 46120).

In 2021–22, all LEAs must offer all TK through sixth grade (TK–6) classroom-based, unduplicated pupils an ELO-P and provide access to 50 percent of TK–6 enrolled, classroom-based, unduplicated pupils. Commencing in 2022–23, as a condition of apportionment, LEAs with an Unduplicated Pupil Percentage (UPP) at or above 80 percent must offer an ELO-P to all TK–6 classroom-based pupils and provide access to all TK–6 classroom-based pupils upon parent or guardian request. LEAs with an UPP below 80 percent must offer an expanded learning opportunity to all TK–6 classroom-based, unduplicated pupils and provide access to 50 percent of TK–6 enrolled classroom-based, unduplicated pupils. LEAs receiving ELO-P funding must meet all TK–6 requirements, which include, but are not limited to, offering a minimum of a nine-hour day for students TK–6 during the school year, providing pupil access, and offering 30 non-school days of programming, such as during summer and intersession periods.

Summer and intersession programming are also offered through many other early learning programs such as CSPP, Head Start, and early learning and care providers. Sharing costs, staff, and resources can support implementation of TK that provides for full-day supports while also meeting parental needs and supporting parental choice of program and setting type. LEAs should consider how these services will be offered as part of their UPK Plan. For key definitions related to UPK in California, see Appendix I.

Planning Template Purpose

The UPK Planning Template has been created to: (1) offer planning questions for LEA consideration in developing comprehensive plans for UPK that meet community and family needs, and (2) outline the data that will be required for submission to the CDE to meet the requirements of EC Section 8281.5.

This template includes recommended and required planning questions. Collectively, the recommended and required questions form a set of core planning questions the CDE believes are critical to supporting the development of a comprehensive, responsive, and community-centered UPK Plan.

- Recommended Questions: LEAs are highly encouraged to incorporate answers to these questions in their UPK Plans. Responses to these questions are not required for submission to the CDE but do support more holistic planning that meets the intent of these funds.
- Required questions: LEAs will be required to answer the required data questions outlined in this template in a survey that will be issued by the CDE following the June 30, 2022, deadline for LEAs to present their plans to their governing boards.

The CDE will be collecting information on the answers to the required questions after July 30, 2022, in a survey. This will allow the CDE to learn about how LEAs are planning to implement UPK, and to identify what additional support may be needed to help LEAs as they move along the implementation process.

The questions required for submission to the CDE should be answered based on what the LEA plans to implement in the 2022–23 school year. However, the CDE encourages that LEAs, when developing their UPK Plan for consideration by their local governing board, look beyond the first year of implementation and lay the foundation for the full implementation period. The CDE also encourages LEAs to look to their Local Control and Accountability Plans (LCAPs) to identify where their LCAPs already include relevant opportunities for alignment, and to consider the results of the UPK planning and implementation efforts as it pertains to future updates to their LCAPs.

The UPK Planning Template is organized as follows:

1. Self-Certification
2. Projected Enrollment and Needs Assessment
3. Focus Area Planning
 - a. Vision and Coherence
 - b. Community Engagement and Partnerships
 - c. Workforce Recruitment and Professional Learning
 - d. Curriculum, Instruction, and Assessment
 - e. LEA Facilities, Services, and Operations
4. Technical Assistance Questions

The CDE encourages COEs to use this template as a guide for developing their own plans for how they will support the districts in their county to assess options, make decisions, and construct a plan that includes the required questions and considers the recommended questions found in this template.

Accompanying Guidance

To help introduce LEA leaders to early education concepts, agencies, and structures, the CDE will release an accompanying Guidance Document in early 2022, that will include information on the following:

1. Local LEA indirect service agencies and partners (for example, child care local planning council [LPC], Resource and Referral program [R&R], Alternative Payment Program [APP]);
2. Allowable ways to layer funding sources and programs to achieve full-day programming for four-year-old children;
3. Requirements for TK and early education facilities;
4. UPK workforce requirements for CSPP and TK educators, including the Early Learning Career Lattice, Commission on Teacher Credentialing (CTC) Child Development Teacher Permit information, information on the Multiple Subject Teaching Credential requirements, and TK educator professional learning;
5. Other available resources for UPK Implementation:
 - a. Workforce development grants and funds that can be accessed to help candidates obtain early education and TK qualifications (for example, federal stimulus funds, Educator Effectiveness Block Grant, and others);
 - b. Funding sources that can be utilized for facilities;
 - c. Funding sources that can be utilized for extended learning and care;
6. Research on the importance of participating in quality early education and research demonstrating the long-term impact on attendance, behavior, graduation rates, and academic and career success; and
7. Other resources aligned with the questions presented in the UPK Planning Template.

Additionally, the CDE will work with partners to ensure the release of additional information and technical assistance in the form of guidance, resources, tools, and regularly-scheduled webinars. Topics will include workforce, support for multilingual learners, and inclusive early education practices, among others.

Directions, Timeline, and Suggested Planning Process

LEAs are encouraged to use this template to fulfill the EC Section 8281.5 requirement to create a UPK Plan that articulates how the LEA will facilitate access to full-day learning for all children the year before kindergarten, including their partnerships with CSPP, Head Start, other preschool partners, and extended learning and care partners. The CDE will

disseminate a survey to collect responses to the required questions in this template following the June 30, 2022, deadline for presenting plans to the local governing board.

The CDE recommends the following process and timeline after the release of this UPK Planning Template in December 2021:

1. LEAs convene a planning team, including staff from the early learning department and Head Start (if these exist), curriculum and instruction, student programs, workforce and human resources (HR), business services, special education, multilingual education, expanded and after-school learning, and facilities.
2. The CDE, along with partners, will release guidance, resources, and additional information to support LEAs in the development of their UPK plan. LEAs should review this guidance as part of their planning process, and COEs should use the guidance to inform the support they offer to LEAs.
3. COEs develop plans for how they will support LEAs in their county to assess options, make decisions, and construct plans that address the required questions and consider the recommended questions found in this template. COEs should communicate with the LEAs in their county about the types of information, resources, and technical assistance the COE is able to offer to support the UPK planning process.
4. LEAs conduct outreach and engagement activities with local R&Rs, LPCs, and existing extended learning and care providers including early learning and child care providers operating within the LEA's enrollment attendance boundary.
5. LEAs convene a public engagement process to gather input and perspectives to inform the plan. This engagement process should include parents, early learning communities (including CSPP, Head Start, and the Head Start Policy Council), and expanded learning communities (including the After-School Education and Safety [ASES] Program). To ensure meaningful engagement, the CDE recommends LEAs complete this by March 1, 2022.
6. If the LEA wants technical assistance from their COE, the CDE recommends LEAs submit a draft of the UPK Plan to their COE for review by April 15, 2022.
7. Planning teams meet with the COE to discuss the LEA's draft, including local constituency input, by June 1, 2022.
8. Planning teams present a draft plan to the school board by June 30, 2022.
9. The plan shall demonstrate how families will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the ASES Program, CSPP, Head Start programs, and other community-based early learning and care programs.

Following the presentation of the plan to the LEA's school board, the LEA shall respond to the CDE's subsequent requests for information no later than July 31, 2022.

Key Considerations

Transitional Kindergarten Implementation Timeline

As a condition of receipt of apportionment, school districts and charter schools must implement universally available TK for all four-year-old children by 2025–26 (EC 48000[c][1]). LEAs are encouraged to consider how this implementation timeline will impact elements of their UPK Plan, including whether implementing UTK on a fast timeline will allow the LEA to reach economies of scale with regard to the number of classrooms and TK teachers needed. The table below illustrates the UTK implementation timeline, including eligibility and ratios.

Table: TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
Eligibility	Turn five between September 2 and December 2; at district discretion,	Turn five between September 2 and February 2; at district discretion,	Turn five between September 2 and April 2; at district discretion, turn	Turn five between September 2 and June 2; at district discretion, turn	Turn four by September 1

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
	turn five between December 3 and the end of the school year	turn five between February 3 and the end of the school year	five between April 3 and the end of the school year	five between June 3 and the end of the school year	
Ratios	Not specified	1:12	1:10**	1:10**	1:10**
Class Size	24	24	24	24	24

* average class size across the school site

** Subject to future legislative appropriation

Supporting a Preschool through Third Grade Continuum

The CDE recently launched a Preschool through Third Grade (P–3) Alignment Initiative rooted in research that suggests the gaps in children’s opportunities and learning outcomes demand system-level reform at the state, county, district, school, and community level. Through this work, the CDE hopes to disrupt inequities, address bias, and promote equitable opportunities for California’s early learners. UPK implementation presents a critical opportunity to strengthen P–3 alignment, as a means of sustaining and accelerating the improved child outcomes associated with high-quality, early learning experiences.

To ensure the LEA’s plan is aligned with the vision of a P–3 continuum, the development team for the LEA UPK Plan (for which this document is a template) should include staff from the early education department (if there is one), curriculum and instruction, student programs, workforce, HR, business services, special education, multilingual education, expanded learning and afterschool, and facilities. Furthermore, to create a strong UPK system that meets families’ needs, the voices and choices of parents should be centered. Furthermore, LEAs should conduct outreach to the early learning and care providers that operate within the zip codes that the LEA serves to include them in informing the development of the LEA’s UPK Plan.

As a best practice, the CDE recommends LEAs convene a public engagement process to gather input and perspectives to inform the plan by March 1, 2022. This engagement process should include parents, early education communities (including CSPP and Head Start), expanded learning communities (including the ASES Program), and early learning and care (including center- and home-based child care) in order to gather information from impacted communities to inform the development of this plan.

Full-Day, Extended Learning and Care

State law does not require LEAs to operate a TK program that offers full-day early learning to all children the year before kindergarten; however LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community’s needs.

Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days; however, LEAs are not required to exclusively use ELO-P funding to meet the requirement. LEAs can instead partner with Head Start, CSPP, ASES, or other community-based child care programs to fund and provide the additional extended learning and care hours needed to reach nine hours. (EC Section 46120). This would allow the LEA to use ELO-P funds to provide additional service hours or services for additional children.

Creating Joint or Aligned Plans

LEAs are permitted to partner in creating a joint UPK Plan and may submit the same plan for multiple LEAs. Small and rural LEAs serving similar communities, especially those with low TK or kindergarten average daily attendance (ADA), are strongly encouraged to consider creating a joint UPK Plan which includes non-district learning programs serving four-year-old children. LEAs are also encouraged to consider partnering with other nearby LEAs to submit a joint UPK Plan or with their COE to create a single, countywide plan. These joint plans should be developed in conjunction with CSPP, Head Start, other preschool programs, and early learning and care providers.

UPK Planning Template Self-Certification

In the data collection survey submitted to the CDE, LEAs must self-certify they developed a plan that was presented for consideration by the governing board or body at a public meeting on or before June 30, 2022, for how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

1. Please complete the following table:

LEA Name	Contact Name and Title of the Individual Self-Certifying the Statement Above	Email	Phone
Eureka City Schools	Gary Storts Assistant Superintendent, Educational Services	stortsg@eurekacityschool s.org	707-441-3363

2. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]

No

3. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan?

Focus Area A: Vision and Coherence

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UPK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UPK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UPK programming and before school and after-school, intersession, and summer learning and care.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What is the LEA's vision for UPK?

Eureka City Schools plans to serve our communities needs for early childhood care and education. By providing high quality, developmentally appropriate PK environments to all age eligible students, the district contributes to the long term success of its students. Planning includes creating new PK classrooms at each school site, working with local partners and community planning leaders, and recruiting a qualified, knowledgeable child development workforce. By collaborating with preschool and TK teachers, site principals and the district office, each site will have intentional and well thought-out plans for optimal learning activities. There will be outdoor environments which provide appropriate gross motor and nature explorations, and focus on social-emotional development, family involvement, and rich hands-on early literacy and math experiences. The vision also includes providing safe, inclusive and culturally responsive environments for all children in which family home language and culture are valued and represented. Health and safety guidelines will ensure the environments meet standards for early childhood safety and well-being. Children will be provided meals through the school meal program, and options be available to attend half or full day programs.

2. In addition to TK, what service delivery models will be integrated to offer UPK programming, including the nine hours of total extended learning and care programming around the TK instructional time for families that opt in? In developing this component of the plan, LEAs should include partners such as CSPP, Head Start, and other early learning and care providers to ensure local services and funding are maximized and coordinated in response to parental needs and choice.

To meet the needs of the diverse families who will served, families will have the option of enrolling their children in extended day programs, before and after school programs and other programs in which children may be age eligible for including CSPP, Northcoast Children's Services Head Start programs, and private preschool programs including those who accept Changing Tides vouchers.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. Which of the following model(s) of service delivery does the LEA plan to implement for UPK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]

TK offered at all sites

TK and kindergarten combination classes

CSPP and TK combination classes (CSPP funding and ADA funding)

2. Does the LEA plan to implement full-day TK, part-day TK, or both? [select one]

Full Day TK

3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why.

Full day TK classes will be offered to all four year old children at all sites based on enrollment needs, including TK kindergarten combination classes. For children who do not meet the age eligibility for TK and would like to attend an early learning environment, half day CSPP and extended day programs will be offered. The district aims to serve as many young children in the community as possible based on parent interest and need, including children with disabilities.

4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]

Yes - the LEA plans to apply to administer a CSPP contract in future years (if funding is appropriated by the legislature)

5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]

Three-year-old children

Four-year-old children who will not be enrolled in TK in the current school year

Four-year-old children who will be enrolled in early admittance TK on their fifth birthday but who are not yet enrolled because their birthday does not fall in the range for which LEAs are fully funded to support TK. (Note: children whose birthdays fall outside of this range can be served in TK at LEA option from the beginning of the school year, but LEAs only generate ADA after the child's fifth birthday.)

Four-year-old children who are enrolled in TK, including early admittance TK (CSPP would provide extended learning and care in addition to the TK instructional day)

6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?

- a. 2022–23 (Birthdays February 3 or after) [select one]

Yes

- b. 2023–24 (Birthdays April 3 or after) [select one]

Yes

- c. 2024–25 (Birthdays June 3 or after) [select one]

Yes

Focus Area B: Community Engagement and Partnerships

To successfully implement UPK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. How does the LEA's UPK Plan prioritize parental needs and choices?

As a guiding principle of the vision on UPK as well as the Head Start program, parent's are at the center of all decisions for their children. Parents will have the option of enrolling their children in TK and which type of program they would like their child to attend.

Required Questions

CDE will be requiring this information be completed and submitted to the CDE after the plan is presented to the governing board.

1. Identify which of the following opportunities the LEA implemented to obtain public input on the UPK Plan. [Select all that apply]

English Learner Advisory Committee (ELAC)

District English Learner Advisory Committee (DELAC)

School Site Council

Tribal Community input session

Family or parent surveys

Head Start Policy Council meetings

First 5 County Commission meetings

Other [describe, open response]

Planning support and input from Cindi Kaup, the Project Manager for UPK in Humboldt County

2. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care. [select all that apply]

Expanded learning programs on an LEA site (ASES, 21st Century Community Learning Centers [21st CCLC], ELO-P)

CSPP (on an LEA site)

Focus Area C: Workforce Recruitment and Professional Learning

Based on the projected enrollment and needs described in Focus Area A, LEAs should create a plan to recruit, train, and support the new TK, preschool, early learning and care, and expanded learning staff needed to support full-day early education options for all children the year before kindergarten.

(Note: All LEAs will need to plan for workforce development considerations as part of this planning work. There is a separate \$100 million allocation for the Prekindergarten Planning and Implementation Grant – Competitive, also known as the Early Education Teacher Development Grant, that will be competitively awarded and is not part of this planning template.)

EC Section 48000(g)(4) specifies that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2023, one of the following:

- a. At least 24 units in early childhood education, or childhood development, or both.
- b. As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (a).
- c. A Child Development Teacher Permit issued by the CTC.

EC Section 8295 specifies that teachers in CSPP shall either possess a permit issued by the CTC authorizing service in the care, development, and instruction of children in a child care and development program; or meet the following criteria:

- a. Possess a current credential issued by the CTC authorizing teaching service in elementary school or a single subject credential in home economics; and
- b. Possess twelve units in early childhood education or child development, or both, or two years' experience in early childhood education or a child care and development program.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. How does the LEA plan to recruit the educators needed to implement its UPK Plan (including CSPP teachers, assistant teachers, TK teachers, and TK teachers' instructional aides and assistants)?

Plans include collaborating with local high schools and higher education facilities to recruit qualified graduates. Collaborative efforts between local early childcare programs to bridge employment opportunities to educators will also be considered.

2. How does the LEA plan to partner with CSPP, Head Start, and other early learning and care providers to offer joint professional learning opportunities?

Eureka City Schools already has a partnership with the CSPP program, Winzler Preschool. Winzler will continue to offer joint professional learning opportunities to teachers in the district. Head Start, First 5 Humboldt and other early learning and care providers in the community will provide ECS with information on professional development opportunities.

4. How does the LEA plan to facilitate the development of a district early education leadership team (across grade levels and departments) and promote site-based horizontal and vertical articulation (P–3) teams to support student transitions, share strategies, and collaboratively monitor student progress?

Collaboration between the Winzler Preschool team (Program Director and teachers) and elementary teachers and administrators will be ongoing. Site visits and observations can take place between preschool and elementary sites. Transition meetings will continue to support students entering TK/K from Preschool. Communication is encouraged between sites to share teaching strategies and developmentally appropriate practices, classroom arrangement and materials, and family engagement in the P-3 continuum. Pacing Guides are being developed and

curriculum planning includes TK and Preschool teacher collaboration. Special Education services will continue with the support of school psychologists, behavioral specialists, and speech and language pathologists.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]

Partner with one or more local Institutions of higher education (IHEs) or the COE to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching Credential

Establish a relationship with other local LEAs to establish pathways for high school students interested in a career in CSPP or in P–3 teaching through clubs, registered apprenticeships, or other such early recruitment opportunities

Provide advising on credential requirements and options for how to meet these requirements

2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under EC Section 48000(g)(4)? [select all that apply]

Partner with an IHE or COE to operate cohort models for LEA teachers earning 24 units

Provide advising on requirements and how to meet the requirements

3. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective CSPP teachers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]

Partner with a local IHE offering eligible early childhood education or childhood development coursework

Provide information on scholarship and grant opportunities

4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]

Desired Results Developmental Profile (DRDP)

Ages & Stages Questionnaire (ASQ)

IEP's and IFSP's

5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]

Children's literacy and language development (aligned with the Preschool Learning Foundations and Frameworks)

Children's developing math and science (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)

Children's social-emotional development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)

Effective adult-child interactions

Serving children with disabilities in inclusive settings, including Universal Design for Learning

Implicit bias and culturally- and linguistically-responsive practice

Creating developmentally-informed environments

ACEs and trauma- and healing-informed practice

Curriculum selection and implementation

Administration and use of child assessments to inform instruction

Support for multilingual learners, including home language development and strategies for a bilingual classroom

Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UPK curriculum or curricula anchored in the California Preschool Learning Foundations (<https://www.cde.ca.gov/sp/cd/re/psfoundations.asp>) and the California Preschool Curriculum Frameworks (<https://www.cde.ca.gov/sp/cd/re/psframework.asp>) to support the development of skills across the domains outlined in those documents.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]
English-only instruction with home-language support
2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]
English-only instruction with home-language support
3. Identify methods the LEA plans to use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]
Provide training for staff on the Center on the Social Emotional Foundations for Early Learning (CSEFEL) Pyramid Model
Implement the CSEFEL Pyramid Model in the classroom
Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)
Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings
Use developmental observations to identify children's emerging skills and support their development through daily interactions
Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction
Staff development opportunities encouraging reflective practice and cross-level support for instruction specific to social-emotional learning and executive function skills
Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning

4. What instructional practices does the LEA plan to implement to support children with disabilities in UPK programming? [select all that apply]

Implement Universal Design for Learning

Provide adaptations to instructional materials

Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others

Provide additional staff to support participation in instruction

5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]

LEA-based grade level benchmarks and a report card

3

Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UPK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California’s mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA’s Facilities Master Plan. The objectives of this section are to identify the availability of space for UPK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. To support an overall increase in UPK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs?
2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]
No
 - i. If no, how many more classrooms does the LEA need? [identify number, open response]
6-8
 - ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]
3. Does the space meet the kindergarten standards described in California Code of Regulations, Title 5, Section14030(h)(2)? [multiple choice]
Yes
 - i. If no, what modifications need to be made? What resources are needed to make them? (See Facilities Grant Program Funding at <https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding>) [describe, open response]
4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]

Yes

- i. If no, what modifications need to be made? What resources are needed to provide equipment or accommodations? [describe, open response]

- 5. Does the LEA's Facilities Master Plan adequately address the need for UPK programming? [multiple choice]

Yes

- i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming? [describe, open response]

- 6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply]

- 7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]

Transportation to and from the TK program

- 8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?

Technical Assistance Questions

The CDE is collecting information on the type(s) and topics of technical assistance that LEAs need to support implementation of a robust UPK Plan and effective UPK program. This information will be used to leverage existing resources and inform future technical assistance opportunities provided by CDE partners, including COEs, to help ensure that the needs of LEAs are met.

The following questions are optional. However, unlike the recommended questions included in Focus Areas A through E, the CDE will be collecting any information that LEAs wish to provide in response to these questions via the survey that the CDE administers to collect the required data questions above.

1. What technical assistance would be most helpful related to projecting enrollment and assessing needs? [select all that apply]
 - Support for parent surveys to gauge interest in service delivery models
 - Information on program eligibility requirements to project enrollment across programs
2. What technical assistance would be most helpful related to the elements included in Focus Area A: Vision and Coherence? [select all that apply]
 - Templates or framework for drafting a P–3 vision that partners and parents support
 - Guidance on best practices for smooth transitions through the P–3 continuum
 - Technical assistance on how to integrate UPK and P–3 in the district LCAP
 - Creating inclusive classrooms, including implementing Universal Design for Learning
3. What technical assistance would be most helpful related to the elements included in Focus Area B: Community Engagement and Partnerships? [select all that apply]
 - Support for parent surveys and engagement activities to understand parent needs and support authentic choice
 - Support for community engagement activities including best practices for coordination with LPCs, Local QCC Consortia, First 5 County Commissions, Head Start Policy Councils and other early learning and care leadership tables
 - Guidance on best practices for enrolling more children with disabilities in UPK classrooms and providing services in inclusive settings
 - Increasing UPK enrollment and parent awareness of programs
4. What technical assistance would be most helpful related to the elements included in Focus Area C: Workforce Recruitment and Professional Learning? [select all that apply]
 - Building partnerships with IHEs or COEs to support professional learning opportunities and degree attainment
 - Creating professional learning opportunities to provide site leaders with more early childhood knowledge
 - Support for communications to recruit prospective educators and share grant and scholarship opportunities to support degree attainment
5. What technical assistance would be most helpful related to support for professional learning opportunities on specific topics? [select all that apply]

Engaging culturally- and linguistically-diverse families

Children's social-emotional development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)

Creating developmentally-informed environments

6. What technical assistance would be most helpful related to support for specific professional learning delivery mechanisms? [select all that apply]

Workshops with external professional development providers

Coaching and mentoring

7. What technical assistance would be most helpful related to the elements included in Focus Area D: Curriculum, Instruction, and Assessment [select all that apply]

Guidance on how to adopt the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks into a specific UPK setting (for example, mixed-age classrooms)

Guidance and best practices on how to monitor and support curriculum fidelity in UPK settings

Guidance on how to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students

Guidance on instructional practices to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, and implementing social-emotional strategies such as the Pyramid Model) and partnerships with early learning and care providers to support services for children with disabilities

Specific instructional strategies to support specific skills including, but not limited to, children's social-emotional development and home language development

8. What technical assistance would be most helpful related to implementing hands-on, interactive, and developmentally-informed early education experiences for UPK students? [select all that apply]

Incorporating a balanced approach to teaching and learning that includes both child-initiated and teacher-guided activities

Encouraging purposeful play, choice, social interactions, and collaboration

9. What technical assistance would be most helpful related to the elements included in Focus Area E: LEA Facilities, Services, and Operations? [select all that apply]

Best practices for preventing displacement of early learning education programs operated by non-LEA administrators on LEA campuses and transitioning programs to serve younger children

Making modifications to district data systems to support access to UPK assessment data and other relevant information across community and elementary school settings

Appendix I - Definitions

The following definitions are critical for UPK planning efforts. Additional terms and definitions can be found in the Guidance Document:

- **Preschool through Third Grade (P–3):** P–3 is a continuum of learning from preschool through third grade that can be supported by intentional practices at the classroom, school, and leadership levels that align curricula, assessment, and professional learning opportunities to ensure instruction builds on the knowledge and skills that children acquire as they transition across grades and settings.
- **Universal prekindergarten (UPK):** UPK refers to universal TK as well as the expanded CSPP, Head Start, and early childhood special education services that families can choose from to create rich early learning opportunities for all three- and four-year-old children during the year or two years before kindergarten. In high-needs neighborhoods, the CDE strongly encourages LEAs to consider pairing TK programs with access to Head Start and CSPP for age- and income-eligible three- and four-year-old children to further bolster program quality, either through the LEA's own Head Start or CSPP program or via a contract partnership with a CBO that administers a Head Start or CSPP.
- **Transitional kindergarten (TK):** TK means the first year of a two-year kindergarten program, serving four-year-old children regardless of income that uses a modified kindergarten curriculum that is age- and developmentally-appropriate (EC Section 48000 [d]).
- **Universal transitional kindergarten (UTK):** UTK refers to the expansion of TK by 2025–26 to serve all four-year-old children by September 1 of each year, regardless of income, providing a year of rich learning opportunities the year before kindergarten that families can choose from as part of California's public education system.
- **California State Preschool Program (CSPP):** CSPP is the largest state-funded preschool program in the nation. CSPP includes both part-day and full-day services to eligible three- and four-year-old children. CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through LEAs, colleges, community-action agencies, local government entities, and private, nonprofit agencies.
- **Expanded learning:** This includes before school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.
- **Expanded Learning Opportunities Program (ELO-P):** ELO-P provides funding for after-school and summer school enrichment programs for TK through sixth grade. The ELO-P is defined as services provided in addition to the normal school day and school year operations, to provide full-day and full-year expanded learning programs to meet the needs of working families whose children are enrolled in TK through sixth grade and also provide expanded learning enrichment programming for students. A full day is defined as in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day.
- **Early learning and care:** This refers to the continuum of programs serving children from birth to preschool or school entry, as well as extended care to support school-age children with before school and after-school care as well as vacation schedules. This includes general child care, Early Head Start and Head Start, community-based early learning and care programs, family child care providers, and family, friend, and neighbor care.
- **Extended learning and care:** This refers to the continuum of programs and services (early learning and care options and expanded learning options) available in addition to the normal school day and school year operations, to provide full-day and full-year care to meet the needs of working families whose children are enrolled in TK or kindergarten. A full day is defined as in-person before school or after-school programming or care that, when added to daily instructional minutes, provide no fewer than nine hours of combined instructional time and

expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day. Funding to support extended learning and care for children enrolled in TK includes the ELO-P and the CSPP, as specified in guidance provided by the CDE's Early Education Division. Additional subsidized care opportunities may be available to families who qualify, such as child care vouchers and the General Child Care School Age program.

AGENDA ITEM

Agenda Title: Information Only: Revised IRS Mileage Rate

Meeting Date: June 23, 2022

Item: Information Only

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

The Governing Board will receive a report (attached) on the revised mileage rate for 2022.

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

Eureka City Schools follows the Internal Revenue Service standard mileage reimbursement rate for the use of a car for business miles driven.

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 will be a periodic update provided to the Board.

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

On June 9, 2022, the IRS announced a midyear adjustment to the rate. Beginning July 1, 2022, the mileage reimbursement rate for business travel is 62.5¢ per mile (up from 58.5¢ for the first six months of 2022). Although a midyear adjustment is rare, the IRS is adjusting the rate to better reflect the recent increase in the price of fuel.

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

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▢ IRS Announces Revised Mileage Rate

▢ Optional Standard Mileage Rates_Announcement 2022-13

FISCAL REPORT

PUBLIC EDUCATION'S POINT OF REFERENCE FOR MAKING EDUCATED DECISIONS

IRS Announces Revised Mileage Rate



BY CAROL WOLFE, CPA

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posted June 14, 2022

The Internal Revenue Service (IRS) generally announces annually the mileage reimbursement rate for business travel; however, on June 9, 2022, the IRS announced a midyear adjustment to the rate. Beginning July 1, 2022, the mileage reimbursement rate for business travel is 62.5¢ per mile (up from 58.5¢ for the first six months of 2022). Although a midyear adjustment is rare, the IRS is adjusting the rate to better reflect the recent increase in the price of fuel.

For more information, please see [Announcement 2022-13](#), posted by the IRS on June 9, 2022.

Optional Standard Mileage Rates

Announcement 2022-13

This announcement informs taxpayers that the Internal Revenue Service is modifying Notice 2022-3, 2022-2 I.R.B. 308, by revising the optional standard mileage rates for computing the deductible costs of operating an automobile for business, medical, or moving expense purposes and for determining the reimbursed amount of these expenses that is deemed substantiated. This modification results from recent increases in the price of fuel.

The revised standard mileage rates are:

- | | |
|------------------------|---------------------|
| (1) Business | 62.5 cents per mile |
| (2) Medical and moving | 22 cents per mile |

The mileage rate that applies to the deduction for charitable contributions is fixed under § 170(i) of the Internal Revenue Code (Code) at 14 cents per mile.

The revised standard mileage rates set forth in this announcement apply to deductible transportation expenses paid or incurred for business, medical, or moving expense purposes on or after July 1, 2022, and to mileage allowances that are paid

both (1) to an employee on or after July 1, 2022, and (2) for transportation expenses paid or incurred by the employee on or after July 1, 2022.

The standard mileage rates set forth in Notice 2022-3 continue to apply to deductible transportation expenses paid or incurred for business, medical, or moving expense purposes before July 1, 2022, and to mileage allowances paid (1) to an employee before July 1, 2022, or (2) with respect to transportation expenses paid or incurred by the employee before July 1, 2022. All other provisions of Notice 2022-3 remain in effect.

Note that § 11045 of Public Law 115- 97, 131. Stat. 2054 (December 22, 2017), commonly referred to as the Tax Cuts and Jobs Act (TCJA), suspends all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67 of the Code, including unreimbursed employee travel expenses, for taxable years beginning after December 31, 2017, and before January 1, 2026. Thus, the revised business standard mileage rate provided in this announcement cannot be used to claim an itemized deduction for unreimbursed employee travel expenses during the suspension. Notwithstanding the foregoing suspension of miscellaneous itemized deductions, deductions for expenses that are deductible in determining adjusted gross income are not suspended. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 12 of Schedule 1 of Form 1040 (2021), *U.S. Individual Income Tax Return*, not as an itemized deduction on Schedule A of Form 1040 (2021), and therefore may use the revised business standard

mileage rate provided in this announcement.

Further, § 11049 of the TCJA suspends the deduction for moving expenses for taxable years beginning after December 31, 2017, and before January 1, 2026. However, the suspension does not apply to members of the Armed Forces on active duty who move pursuant to a military order and incident to a permanent change of station. Thus, except for taxpayers to whom § 217(g) of the Code applies, the revised standard mileage rate provided in this announcement is not applicable for the use of an automobile as part of a move occurring during the suspension.

EFFECT ON OTHER DOCUMENTS

Notice 2022-3 is modified.

DRAFTING INFORMATION

The principal author of this announcement is Christian Lagorio of the Office of Chief Counsel (Income Tax and Accounting). For further information regarding this announcement contact Mr. Lagorio at (202) 317-7005 (not a toll-free number).