

Eureka City Schools Board of Education

2100 J Street - Eureka, CA 95501

Regular Meeting

6:30 PM

October 7, 2021

AGENDA

A. CALL TO ORDER OF STUDY SESSION (3:30 p.m. - Room 116)

B. STUDY SESSION

- (1) Brown Act Training with School & College Legal Services of California (Erin Stagg)

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

C. Location | Eureka High School Auditorium - 1915 J Street, Eureka, CA (Approx. 5:30 p.m.)

D. RECONVENING OF OPEN SESSION (Eureka High School Auditorium)

E. PUBLIC COMMENT ON CLOSED SESSION ITEMS

F. Location | Eureka City Schools District Office for Closed Session - 2100 J Street, Eureka, CA (Approx. 6:00 p.m.)

G. CLOSED SESSION (Room 118)

- (2) Employee Discipline, Dismissal, Release, Appoint, Accept the Resignation of or Otherwise Affect the Employment Status of a Public Employee (GC § 54957)

- (3) 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)

- (4) Conference with Superintendent – Pending Litigation, Two Cases (GC § 54956.9)

- (5) Consideration of Student Retention (Student #28140)

H. RECONVENING OF OPEN SESSION (6:30 p.m. - Room 116)

I. REPORT OUT FROM CLOSED SESSION

J. PLEDGE OF ALLEGIANCE TO THE FLAG - Eureka High School

K. ADJUSTMENT TO THE AGENDA

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

- (6) Approval of Agenda

L. INFORMATION

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

M. 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)).

N. CONSENT CALENDAR

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

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

- (11) Approval of Revision of Warrant Distribution Authorization Form CS-1 and Certification Form CS-7 for 2021-2022

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

- (12) Approval of Minutes from the Regular Meeting on September 15, 2021

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

- (13) Approval of the Quarterly Report to the Governing Board as Mandated by the State, In Regards to the Williams Lawsuit

Referred to the Board by:

Michael Davies-Hughes, Assistant Superintendent Educational Services

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

Referred to the Board by:

Renae Will, Director of Personnel Services and Public Affairs

- (15) Acceptance of the No-Cost Extension for the Arts Integration Project (Create Humboldt) Grant Award Notification

Referred to the Board by:

Michael Davies-Hughes, Assistant Superintendent Educational Services

O. DISCUSSION/ACTION

- (16) Consideration of Student Retention (Student #28140)

Referred to the Board by:

John Leonard, Director of Student Services

- (17) Consideration of Interdistrict Attendance Agreement for the 2022-2023 School Year

Referred to the Board by:

John Leonard, Director of Student Services

- (18) New Classified White Collar Job Description - Covid Testing Support Aide

Referred to the Board by:

Renae Will, Director of Personnel Services and Public Affairs

P. DISCUSSION

- (19) Discuss Trustee Boundary/2020 Census Analysis Completed by SchoolWorks, Inc.

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

Q. CLOSED SESSION (continued)

R. RECONVENING OF OPEN SESSION (continued)

S. REPORT OUT FROM CLOSED SESSION (continued)

T. INFORMATIONAL ONLY ITEMS

- (20) Information Only: November 2021 - Review of CDE Calendar of Events

U. 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.



**SCHOOL & COLLEGE LEGAL SERVICES
OF CALIFORNIA**

The Brown Act: An Overview and Update on Recent Legislative Amendments

Eureka City Schools Study Session
October 7, 2021

Presented by:
Erin E. Stagg, Associate General Counsel
School & College Legal Services of California

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The Brown Act: Government Code § § 54950 *et seq.*

The public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.

- The Act applies to “legislative bodies” of “local public agencies”.
- All meetings of the legislative body of a local agency shall be open and public.
- A meaningful agenda and timely notice protect public participation rights under the Act.
- Closed session is permitted in limited, narrowly construed situations.
- Civil and criminal penalties are available as remedies for violations of the Act.

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OF CALIFORNIA**

Hypothetically speaking...

The Channels

The Channels • September 27, 2021 • <https://www.thechannels.org/news/2021/09/27/asg-fills-vacant-positions-with-no-recognition-of-breaking-brown-act/>

EdSource

ASG fills vacant positions with no recognition of breaking Brown Act

Oakland school board closes meeting to public, citing protests

Open meetings expert says shutting out the public runs against spirit of state's law.

NOVEMBER 8, 2019 | THERESA HARRINGTON

GOVERNMENT

OC District Attorney Says Laguna Beach City Council Violated Brown Act



BY **HOSAM ELATTAR**

Published Sep 28, 2021 Updated 15 hours ago [Why you can trust Voice of OC](#)

Letters: Does a possible Brown Act violation justify pulling a false fire alarm?

A police sergeant facing misdemeanor charges may have had good reason for her actions

COMMUNITY CONTRIBUTOR / Sep. 6, 2019 12:20 p.m. / OPINION

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The Brown Act applies to Legislative Bodies:

- City Councils
- Boards of Supervisors
- Planning Commissions
- Boards of JPAs and Special Districts
- School Boards
- College Boards; Foundation Boards
- Academic Senate; 7-11 Committees
- Bond Oversight Committees
- Committees created by legislative bodies
 - ❖ Limited exception for ad hoc committees composed solely of less than a quorum of the legislative body

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Hypothetical: Legislative Bodies

A Board member establishes an advisory committee consisting of three students to advise her on important issues as they arise. Does the Brown Act apply to this committee?

No.

The Brown Act does not apply to an individual decision maker, nor a committee or committees he/she creates.

This exception also applies to a committee appointed by the superintendent.

Hypothetical: Legislative Bodies

On behalf of the Board, the Board President appoints a two-person committee comprised solely of Board members for the limited purpose to recommend nominees to the Bond Oversight Committee.

Must the committee post an agenda and comply with the Brown Act?

No

Ad hoc committees comprised solely of less than a quorum of members are exempt from the Brown Act. *Joiner v. City of Sebastopol* (1981) 125 Cal.App.3d 799.

Government Code § 54952

Open and Public Meetings:

A meeting is “any congregation of a majority of the members of a legislative body at the same time and location to hear, discuss, deliberate, or take any action on any item that is within the subject matter jurisdiction of the legislative body.” Cal. Gov’t Code § 54952.2(a).

Reminder: Pay attention to avoid “non-meetings” turning into serial meetings or improperly noticed meetings.

Government Code § 54952.2 AB 992: Social Media and the Brown Act

A majority of the members of a legislative body shall not use a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

- AB 992 **allows** a board member to communicate with community members via social media, to answer questions, provide information to the public, or solicit information from the public regarding a matter that is within the subject matter jurisdiction of the board.
- AB 992 **prohibits** a majority of the members of the legislative body from using an internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body.
- In practice, a board member may **NOT** respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is **made, posted, or shared** by any other member of the legislative body. A “like” or “share” will constitute a violation.

Open and Public Meetings:

- Regular Meetings: occur at the dates, times, and location set by resolution, ordinance, or other formal action.
- Special Meetings: called by the presiding officer or majority of the legislative body to discuss only discrete items.
- Emergency Meetings: limited to when prompt action is needed due to actual or threatened disruption of public facilities.
- Adjourned Meetings: regular or special meetings that have been adjourned or re- adjourned to a time and place specified.

Hypothetical: Open and Public Meetings

A majority of the Board wishes to attend a school play. Is an agenda necessary?

No.

The Brown Act does not apply to “purely social or ceremonial occasions”

Government Code § 54952.2, subd. (c)(5)

A majority wishes to attend a Brown Act workshop. Is an agenda necessary?

No, so long as the workshop is open to the public.

Government Code § 54952.2, subd. (c)(2)

Hypothetical: Open and Public Meetings

After a meeting, Board member #1 e-mails #2 and says they should agree to a settlement of a pending case against the District. Board member #2 agrees.

Has there been a serial meeting between #1 and #2?

No (unless this is a 3-member board)

Government Code § 54952.2, subd. (b)(1)

Is the e-mail a public record?

Possibly, although it may be confidential under the “deliberative process privilege” recognized under Govt. Code § 6255 and case law.

Hypothetical: Open and Public Meetings

(*Same District*) Board member #2 sees #3 at the grocery store and they talk about the problem. No. 3 agrees with #2 and #1 that a quick reasonable settlement agreement makes the most sense.

Has there been a serial meeting?

Yes.

Hypothetical: Open and Public Meetings

Prior to a meeting, Board members send emails to each other exchanging information regarding a board item, but not taking action. All of these emails are collected, printed, made part of the agenda packet, posted online, and are available to the public at the next meeting. Is this practice permissible?

No

The Board's exchange of information must occur in public at an agenda meeting. 84 Ops.Cal.Atty.Gen. 30 (2001).

Hypothetical: Open and Public Meetings

Before the next meeting, each Board member separately e-mails the Superintendent to express his/her views on the issue. Has there been a serial meeting?

No

Individual Board members may have *separate* conversations with the Superintendent or other employees of the District, as long as this isn't used to build consensus or transmit the views among board members.

Government Code § 54952.2, subd. (b)(2)

Hypothetical: Open and Public Meetings

The District needs to hire a new administrator to assist with budget issues. She must be hired immediately because she has been offered another job at a higher rate of pay. The next regular meeting is in two weeks. Can the administrator contract be approved at a special meeting that has been set for tomorrow?

No.

Government Code § 54956, subd. (b) (pay, salaries, benefits etc. for a “local agency executive” cannot be discussed at a special meeting)

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Hypothetical: Open and Public Meetings

The agenda calls for the election of the Governing Board’s officers. Members of the Board agree on the following procedure: each member will cast an unsigned written ballot to be tallied by the Superintendent who will then announce the results. Is this voting process permissible?

No.

Government Code § 54953, subd. (c)(1): “No legislative body shall take action by secret ballot, whether preliminary or final.”

Government Code § 54953, subd. (c)(2): A board must “publicly report any action taken and the vote or abstention on that action of each member present.”

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Hypothetical: Open and Public Meetings

Three of the five Board members are present at the next meeting to vote on the settlement. They meet in closed session under “existing litigation – conference with legal counsel.” During closed session, they vote 2-1 to accept the last settlement offer from the plaintiff.

Must there be a report of this action in open session?

No, the motion failed.

Need 3-0 vote for action.

“The governing board shall act by majority vote of all of the membership constituting the governing board.”

Education Code § 35164 (K-12); § 72000, subd. (d)(3) (colleges)

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Hypothetical: Open and Public Meetings

The elected President of the Board is annoying the other Board members due to his relentless criticism of District staff. The other Board members want to remove him as an officer of the Board, but he claims they cannot penalize him for exercising his First Amendment rights. Who is right?

The Board member has a right to criticize (within reason); the Board majority has the right to choose its officers.

Blair v. Bethel School District 608 F.3d 540 (9th Cir. 2010)

(Blair had a First Amendment right to criticize Superintendent; his fellow Board members had the corresponding right to replace Blair with someone who represented the majority view of the Board.)

Can the vote to remove the officer be conducted in closed session?

No.

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Hypothetical: Open and Public Meetings

Only three of the five Board members are present. Near the end of the regular meeting, one of the Board members becomes ill and is required to leave the meeting. May the meeting continue if no action is taken?

No

Government Code § 54952.2 (quorum necessary for a meeting)

What should the remaining board members do?

Adjourn.

Adjournment of Meetings:

Any meeting may be adjourned and continued to a date certain. Notice of the adjournment shall be promptly posted at the meeting location, and the continued meeting date and time must be noticed to all Board members, posted on the web, and sent to all who have requested notice.

Further, if a regular meeting or adjourned regular meeting is adjourned to a date certain, *that adjourned meeting constitutes a regular meeting for all purposes.*

Government Code § 54955

Location of Meetings:

Meetings shall be conducted within the boundaries of the District, except:

- When necessary to comply with a court order
- To inspect property
- To participate in meetings of “multi-agency significance”
- To meet with legislators or regulators
- To meet with legal counsel
- Due to a real emergency

Government Code § 54954

Teleconference Rules – Brown Act

- The teleconference location must be noted on the agenda
- The agenda must be posted at the remote location
- Each teleconference location shall be accessible to the public
- The public may attend the meeting at the remote location
- Any vote must be done by roll call
- A majority of the Board must be located within the territory of the district

Government Code § 54953

Virtual Meetings – AB 361

Q: What are the circumstances under which AB 361 virtual meetings are permitted?

A: Gov. Code § 54953(e)(1) provides that a local agency may use teleconferencing [audio, video or both] in any of the following circumstances:

- The legislative body holds a meeting during ***a proclaimed state of emergency***, and state or local officials have imposed or recommended measures to promote ***social distancing***.
- The legislative body holds a meeting ***during a proclaimed state of emergency for the purpose of determining***, by majority vote, ***whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees***.
- The legislative body holds a meeting during ***a proclaimed state of emergency*** and ***has determined***, by majority vote, pursuant to subparagraph (B) that, ***as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees***.

Meaningful Agenda and Timely Notice:

The public has the right to:

- Review the agenda in advance of all meetings.
- Attend all meetings and observe all deliberations except closed session.
- Comment to the Board on agenda items and issues within the subject matter jurisdiction of the local agency.
- Tape record the meeting.
- Obtain copies of all open session materials.

Meaningful Agenda and Timely Notice:

- A brief description of the item to be discussed or acted upon.
- Public records/writings distributed to board members less than 72 hours before a meeting must be made available to the public at the time of distribution to the board.
- The legislative body is prohibited from taking action on an item not appearing on the posted agenda subject to certain exceptions.

Hypothetical: Timely and Meaningful Agenda

The Superintendent decides to announce her retirement. May she do so at tonight's meeting even though it is not listed on the agenda?

Yes.

No action or discussion shall be undertaken if not on the posted agenda except: "A brief announcement" or a "brief report" is permissible.

Government Code § 54954.2(a)(3)

Hypothetical: Timely and Meaningful Agenda

At the beginning of a regular meeting, the Board President announces that she wants to re-order the agenda to move the last item to the beginning of the meeting to accommodate a Board member who must leave early. Is this permissible?

Yes. Changes to the agenda are generally within the discretion of the Chair (or the full Board), except those items that are set for a specific time on the agenda.

Sample Agenda Language

3.0. Approval of Agenda

“The Board 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, the agenda for this meeting is to be approved as presented. Items may be added to this agenda for discussion or action only as permitted by the Brown Act.”

Hypothetical: Timely and Meaningful Agenda

Two days before a regular board meeting, the Superintendent receives a letter from the Union President, who is threatening to file a grievance, and the Superintendent wishes to update the Board. Can the Board consider this item at its regular meeting even though not on the agenda?

Yes, Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there *is a need to take immediate action* and that the need for action came to the attention of the local agency *subsequent to the agenda being posted*. Government Code § 54954.2.

Or the Board may call (add) a special meeting on 24-hours notice.

Hypothetical: Timely and Meaningful Agenda

Can the Board add an item to the special meeting agenda if the need arose within the 24 hours before the special meeting?

No.

“No other business shall be considered at [special] meetings by the legislative body. Government Code § 54956

Hypothetical: Timely and Meaningful Agenda

The morning of the regular meeting, the Superintendent realizes that due to a technical error, the agenda was not available on the District's website, but it was posted at the District office. Can the meeting proceed?

Maybe, case-by-case analysis of substantial compliance. See Attorney General's opinion 99 Ops.Cal.Atty.Gen. 11 (January 19, 2016).

Hypothetical: Timely and Meaningful Agenda

The open session agenda for a regular meeting contains the following items of business:

- 1.0 "*Consideration of contract with Smith Consulting*"
- 2.0 "*Approval of Committee Recommendations*"

Is either description sufficiently adequate for the public to understand what the board will be doing for either item?

Probably not, although 1.0 is better than 2.0 (recommend including more information about the "consulting" Smith is doing).

The agenda must include "a brief general description of each item of business" which "generally need not exceed 20 words."

The agenda must be clear about whether the Board may take action on an item without predetermining the outcome.

Hypothetical: Timely and Meaningful Agenda

Two days before the regular meeting, the Superintendent e-mails to the Board a revised report for an open session item at the meeting. A member of the public hears about the report from a Board member and asks for a copy. He is told to wait until the meeting and a copy will be provided at that time. Is this legal?

No.

Document Availability:

“Documents and materials relating to an open session agenda item that are provided to the Board less than 72 hours prior to a regular meeting will be available for public inspection and copying at _____.”

Government Code section 54957.5

Hypothetical: Public Participation

A neighbor speaks at public comment during a board meeting regarding the trash left on his property by students at the nearby school. He holds up a bag of garbage, then dumps the contents on the floor and exclaims: “How do you like it?!” The Board President adjourns the meeting and calls the police, who handcuff and arrest the neighbor. No charges are filed. The neighbor sues the District claiming false arrest. Who wins?

The conduct substantially disrupted the meeting; the District should prevail.

McMahon v. Albany Unified School District (2002) 104 Cal.App. 4th 1275

Government Code § 54957.9

Generally Permissible Closed Session Topics:

- Personnel Matters
- Conference with Legal Counsel
- Labor Negotiations
- Real Property Negotiations
- Student Issues

Government Code § 54954.5

Hypothetical: Closed Session

Must the Board President allow public comment at a special meeting prior to closed session?

Yes, if focused on the agenda items.

Government Code § 54954.3, subd. (a)

Must the Board President make any announcement prior to beginning the closed session? If so, what?

Yes:

“Prior to holding any closed session, the (Board) shall disclose, in an open meeting, the item or items to be discussed in closed session.”

Government Code § 54957.7, subd. (a)

Personnel Issues: Government Code §§ 54957 and 54954.5

- PUBLIC EMPLOYEE APPOINTMENT: Title (Specify description of position to be filled)
- PUBLIC EMPLOYMENT: Title (use for employee-related matters involving private information, e.g., medical leave requests)
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Title (Specify position title of employee being reviewed)
- PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

Hypothetical: Closed Session

The Board is meeting in closed session to evaluate the Superintendent and to consider giving her a pay raise. May the Superintendent attend the closed session?

Yes and no. An “evaluation” in closed session is conducted pursuant to Government Code § 54957. The Superintendent can attend the evaluation. Salary may not be discussed under 54957 except as discipline.

Pay raises for unrepresented employees are discussed in closed session under Government Code section 54957.6. The superintendent should not be present in the closed session during this discussion. In closed session, the board will give instructions to its negotiator (typically the board president) who will then meet with the superintendent outside of the closed session and report back to the board on the results of the discussion.

Final action on a pay change is made in open session. Government Code § 54957.6, subd. (a)

Hypothetical: Closed Session

May the Board discuss the workload of District administrative staff and the need for an assistant superintendent position in closed session under a personnel exception?

No.

Santa Clara Federation v. Governing Board (1981) 116 Cal.App. 3d. 831

(Abstract discussions of policies and operations are open session items.)

Hypothetical: Closed Session

Several Board members are unhappy with the District's architect, who insists on preparing overly robust designs. May the Board discuss its evaluation of the architect's performance in closed session?

No

The Board may evaluate district employees in closed session, but not independent contractors (or public officials).

Government Code § 54957

Hypothetical: Closed Session

The architect is furious when he hears that someone has criticized his work. He tells the Board President: "I'll see you in court!" Now can the Board discuss the architect's performance in closed session?

Probably.

"Anticipated litigation – conference with legal counsel" is a permissible topic of closed session so long as there is a bona fide threat of litigation and the threat is documented in the record

Government Code § 54956.9

Litigation: Government Code §§ 54956.9 and 54954.5

- CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
 - ❖ Name of case: (Specify by reference to claimant's name, names of parties, case or claim numbers); or
 - ❖ Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations)
- CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
 - ❖ Significant exposure to litigation: (Specify number of potential cases)
 - In certain circumstances, agency may be required to provide additional information on the agenda or in an oral statement prior to the closed session
 - ❖ Initiation of litigation: (Specify number of potential cases)

Hypothetical: Closed Session

In connection with an upcoming meeting, legal counsel for the Board e-mails a memorandum to all members of the Board outlining the litigation risks regarding a potential claim. Must this memorandum be included in the packet of agenda materials available to the public?

No.

The memo is protected by the attorney-client privilege.

Roberts v. City of Palmdale (1993) 5 Cal.4th 363

Closed session materials are confidential, but remember WITH legal counsel.

Labor Negotiations: Government Code §§ 54957.6 and 54954.5

- CONFERENCE WITH LABOR NEGOTIATORS
 - ❖ Agency designated representatives: (Specify names of designated representatives attending the closed session)
 - ❖ Employee organization: (Specify name of organization representing employee or employees in question); or
 - ❖ Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations)

Real Property Negotiations: Government Code §§ 54956.8 and 54954.5

- CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 - ❖ Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation)
 - ❖ Agency negotiator: (Specify names of negotiators attending the closed session)
 - ❖ Negotiating parties: (Specify name of party (not agent))
 - ❖ Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both)

Hypothetical: Closed Session

The District intends to evaluate its options relating to the sale or lease of surplus real property. Can the Superintendent discuss the options with the Board in closed session? If so, what is the agenda listing?

It depends. General policy discussions and explanations of the process arguably do not fall within the narrow exception.

However, Gov. Code section 54956.8 refers to the amount of consideration, the form, manner, and timing of the consideration and items that are essential to arriving at the authorized price and terms relating to the purchase, sale, exchange, or lease of real property.

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Student Issues: Education Code § 35146

- Review Student Discipline: (Student ID No. ____)
- ❖ Note: whether the matter is considered at a closed session or at a public meeting, the final action of the governing board of the school district shall be taken at a public meeting and the result of such action shall be a public record of the school district.

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Closed Sessions and “Reportable Action”:

Certain *final* action taken in closed session must be reported in open session.

For example, report final settlement agreements and final personnel action.

Preliminary action is *not* reportable.

Do *not* list or report an employee’s name in connection with discipline

Government Code § 54957.1

Hypothetical: Closed Session

What closed session agenda listing should be used when the Board is asked to approve employee discipline?

“Discipline/dismissal/release” (No further information.)

Is a 5-0 closed session vote to pursue a discipline hearing reportable in open session?

No

Government Code § 54957.1
(Report only final action taken in closed session)

Kolter v. Commission on Professional Competence
(2009) 170 Cal.App.4th 1346

Hypothetical: Closed Session

A teacher is accused of misconduct. The Board reviews the charges in closed session and approves proceeding to a discipline hearing by a 5-0 vote. May a Board member discuss the charges with a member of the public?

No, closed session materials are confidential.

Confidentiality of Closed Session

- A person may not disclose confidential information that has been acquired by being present in a closed session to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.
- Violation of this section may be addressed by the use of such remedies as are currently available by law, including, but not limited to:
 - (1) Injunctive relief to prevent the disclosure of confidential information prohibited by this section.
 - (2) Disciplinary action against an employee who has willfully disclosed confidential information in violation of this section.
 - (3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grand jury.

Government Code § 54963

Hypothetical: Closed Session

Is an employee entitled to notice of the fact the Board will be discussing their conduct in closed session?

No, if the discussion is a general performance evaluation; however, the closed session agenda listing should include the title.

Can the employee demand to be heard by the Board in closed session for the evaluation?

No (unless specific complaints or charges)

Hypothetical: Closed Session

Can an employee insist that the matter be conducted in open session?

Sometimes.

Moreno v. City of King (2005) 127 Cal.App.4th 17
(At will employee must be notified that the Board was hearing complaints or charges against him so that he could request that the hearing be held in open session.)

Bell v. Vista Unified School District, (2000) 82 Cal.App.4th 672
(Coach who was summarily released by the Board was entitled to 24-hour notice of the hearing.)

Government Code § 54957. Deliberations, however, are still held in closed session.

Hypothetical: Closed Session

In closed session, after learning of new information, the Board votes 3-2 to rescind the disciplinary charges against the teacher. Is this action reportable in open session?

No. To report such action could violate employee privacy.

California Attorney General Opinion No. 05-701 (2006): A vote to maintain the status quo is not “final action.”

Actions have Consequences:

- Invalidation
 - ❖ Cure and correct demand
- Civil action
 - ❖ Costs and attorney’s fees
- Criminal misdemeanor
 - ❖ Action taken
 - ❖ With the intent to deprive the public of information...



The Brown Act: An Overview and Update on Recent Legislative Amendments

Eureka City Schools Board of Education
October 7, 2021 Study Session

Presented by:

Erin E. Stagg
Associate General Counsel

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A “BRIEF GENERAL DESCRIPTION” OF THE RALPH M. BROWN ACT

Purpose: Transparency and participation. Public agency actions and deliberations shall be taken openly.

Primary Law: Ralph M. Brown Act, Government Code §§ 54950 *et seq.*

I. General Principle: The Act applies to “legislative bodies” of “local public agencies”. (Gov.Code § 54952).

- A. Governing Bodies (District Board of Trustees)
 - 1. Charter Schools (Education Code § 47604.1(b)(1))
- B. Subcommittees and Commissions
 - 1. Exception for ad hoc advisory committees composed solely of less than a quorum of members of the governing body. (§ 54952(b))
- C. Private Entity Created by Legislative Body or Funded by a Local Agency

II. General Principle: All meetings of the legislative body of a local agency shall be open and public. (Gov. Code § 54953).

- A. A meeting is “any congregation of a majority of the members of a legislative body at the same time and location (including teleconference locations where permitted by section 54953) to hear, discuss, deliberate, or take any action on any item that is within the subject matter jurisdiction of the legislative body.” (Gov. Code § 54952.2(a)).
- B. Non-meetings (thus, no agenda or public participation requirement)
 - 1. Individual contacts or conversations between a member of a legislative body and any other person. However, be aware of serial meeting risks. (Gov. Code § 54952.2(b)(1)).
 - 2. Effective January 1, 2021, a member of a Brown Act legislative body may engage in separate conversation or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members do not use the platform to discuss among themselves business of a specific nature. Also, a member ***shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.***

3. Attendance of a majority of the members at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public. Do not talk to each other about District business. (Gov. Code § 54952.2(c)(2)).
4. Attendance of a majority of the members at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency. Do not talk to each other about District business. (Gov. Code § 54952.2(c)(3)).
5. Attendance of a majority of the members at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency. Do not talk to each other about District business. (Gov. Code § 54952.2(c)(4)).
6. Attendance of a majority of the members at a purely social or ceremonial occasion. Do not talk to each other about District business. (Gov. Code § 54952.2(c)(5)).
7. Attendance of a majority at an open and noticed meeting of a standing committee of the same body, provided that the members who are not on the standing committee attend only as observers. (Gov. Code § 54952.2(c)(6)).

Note: Be aware of public perception.

- C. Regular Meetings: occur at the dates, times, and location set by resolution, ordinance, or other formal action. (Gov. Code § 54954(a)).
- D. Special Meetings: called by the presiding officer or majority of the legislative body to discuss only discrete items. (Gov. Code § 54956).
- E. Emergency Meetings: limited to when prompt action is needed due to actual or threatened disruption of public facilities. (Gov. Code § 54956.5)
- F. Adjourned Meetings: regular or special meetings that have been adjourned or re-adjourned to a time and place specified. (Gov. Code § 54955)
- G. Serial Meetings (series of communications among board members outside of an agendized meeting)
 1. A serial meeting is NOT exempt from open and public meeting requirements (notice, agenda, location, etc.). A serial meeting is, in essence, a non-agendized private meeting.
 2. Prohibition on a “meeting” that is not properly noticed includes a “serial meeting” (whereby Member A talks to Member B, who then contacts Member C to convey what Member A said, etc.) In addition, a quorum or more of board members may not hear, discuss, deliberate, or take any action outside of an agendized meeting. This includes

using a series of communications of any kind directly or indirectly, except that nothing prevents an employee or official of the entity from answering a question or providing information to board members so long as the comments or position of any other member(s) is/are not communicated.

3. Act prohibits the use of “direct communication, personal intermediaries, or technological devices” by a majority of the body to conduct a “meeting” that is not properly noticed.

4. AB 992 (Brown Act and Social Media) specifically aims to address questions of impermissible serial meetings occurring over social media.

5. Impliedly covers members of a standing committee, even though it would not apply to those same members for matters outside the committee’s jurisdiction (Gov. Code § 54952.2).

III. General Principle: A meaningful agenda and timely notice protect public participation rights under the Act. (Gov. Code § 54954.3).

A. A regular meeting must be noticed by an agenda posted outside the location where the meeting is to be held at least 72 hours in advance of the meeting and on the website, if the local agency has one. (Gov. Code § 54954.2)

Note: As of January 1, 2019, § 54954.2(a)(2) imposes new requirements regarding website posting.

B. A special meeting must be noticed by an agenda posted outside the location where the meeting is to be held at least 24 hours in advance of the meeting and on the website, if the local agency has one. Off-agenda items are prohibited. Special notice must be given to news organizations which have requested it in advance. (Gov. Code § 54956).

C. An emergency meeting must be noticed one hour in advance to news organizations covered under the “special meeting” requirement; if telephonic communications are unavailable, then notice must be given as soon as possible thereafter. (Gov. Code § 54956.5).

1. The emergency meeting provisions under section 54956.5 are **NOT** the same as the AB 361 emergency virtual meeting requirements.

D. Closed sessions are permitted under a narrow group of circumstances. They must be noticed as a closed session on the agenda, and any “action taken” must be reported out at the end of the closed portion of the meeting. (Gov. Code § 54957.1 and § 54957.7).

E. The agenda must include a brief description of the item to be discussed or acted upon (and must identify whether the item is for action or for discussion). (Gov. Code § 54954.2(a)(1)).

F. Public records/writings distributed to board members less than 72 hours before a meeting must be made available to the public at the time of distribution to the board. Agendas should indicate that such public records are available at the district office or other location. (Gov. Code § 54957.5)

G. The legislative body is prohibited from taking action on an item not appearing on the posted agenda. Subject to certain exceptions:

1. By a majority vote if an “emergency” exists. (Gov. Code § 54954.2(b)(1))
2. By a 2/3 vote or, if less than 2/3 of the body are present, by a unanimous vote, that action needs to be taken immediately and the need to take action occurred after the posting of the agenda. (Gov. Code § 54954.2(b)(2)).
3. If the item was continued from another meeting five or fewer calendar days beforehand and the item was continued to the meeting at which action will be taken. (Gov. Code § 54954.2(b)(3)).

H. Members of the public must be allowed to address:

1. Any item on the posted agenda. (Gov. Code § 54954.3).
2. Items not on the agenda but within the jurisdiction of the body.

Note: The agency can impose time limits on public expression, and can cut off comments to control disruptive behavior. (Gov. Code § 54954.3(b)(1))

Note: Member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance. (Gov. Code § 54953.3)

IV. General Principle: Closed Session is permitted in limited, narrowly construed situations.¹

A. Personnel matters (Gov. Code §§ 54954.5 and 54957).

1. The personnel exception includes action to appoint, terminate, promote, evaluate, or discipline an employee.
2. If the closed session involves “complaints or charges” against the employee, the employee must be given 24 hours’ notice that he or she can demand that the matter be heard in open session.

¹ The following list is not exhaustive but is a guide to some of the more frequently occurring closed session items.

3. “Employee” includes an officer or an independent contractor who functions as an officer or employee.
- B. Litigation (discussion with counsel regarding) (Gov. Code §§ 54954.5 and 54956.9).
1. Whether to initiate litigation.
 2. Significant exposure to litigation based on “existing facts and circumstances”.
 - a) *If the facts are believed to be not yet known to a potential plaintiff, they do not have to be reported on the agenda;*
 - b) *If the facts are believed to be known to a potential plaintiff, they must be reported on the agenda.*
 3. Litigation that has already been formally initiated.
- C. Real estate negotiations (Gov. Code §§ 54954.5 and 54956.8).
- The real estate negotiation and labor negotiation exceptions include special requirements. The negotiators must be disclosed on the agenda, and the property that is the subject of ongoing negotiations must be identified on the agenda. Identify whether the discussion relates to price, terms and conditions or both.
- D. Labor negotiations (Gov. Code §§ 54954.5 and 54957.6).
- E. Threats to Security of Public Buildings or Essential Public Services (School District Tactical Response Plans). *See* Education Code section 32281.
- F. Student Discipline Matters. (*See* Education Code sections 35146 and 48912(b)).
- G. The Brown Act (Gov. Code § 54954.5) includes “**safe harbor**” **sample language** which should be used on the agenda when a closed session is noticed. If the agency follows this “canned language,” or substantially complies with it, the agency and its officials cannot be held to have violated the noticing requirement for those sections.
- H. Reporting Out (Gov. Code 54957.1)

V. General Principle: Civil and criminal penalties are available as remedies for violations of the Act.

- A. Certain violations are punishable criminally. A criminal violation occurs where “action is taken” in violation of the Brown Act and “the member intends to deprive the public of information which the member knows to be or has reason to know the public is entitled.” Misdemeanor liability does not occur, however, unless there is “action taken.” (Gov. Code § 54959). Thus, mere deliberation without the taking of some “action” is not a criminal violation

of the act.

B. The District Attorney or any interested person can also pursue civil remedies of mandamus, injunctive relief, or declaratory relief regarding: 1) Violations or threatened violations of the Act; 2) The applicability of the Act to past action, or threatened future action; 3) The validity of action allegedly taken in violation of the Act; and, 4) A court order that the agency be required to tape record its closed sessions and to preserve these recording for review by appropriate officials. (Gov. Code § 54960).

C. “Action taken” in violation of the Act is voidable

1. The person intending to sue must first give notice and allow the agency an opportunity to take curative action. (Gov. Code § 54960.1).

D. The agency may, in certain circumstances, also be liable for attorney’s fees for lawsuits brought to challenge a Brown Act violation. (Gov. Code § 54960.5).

TEN COMMON BROWN ACT ERRORS

1. Committee Meetings

With one exception, the Brown Act applies to all committees created by formal action of the governing board. See Government Code section 54952(b).

- Only ad hoc advisory committees composed exclusively of board members comprising less than a quorum of the board are exempt from the Brown Act.
- Standing committees of the board are subject to the Brown Act.
- Committees appointed by the CEO (superintendent) under his or her own authority are not subject to the Brown Act.

2. Private Communications Among Board Members/No Serial Meetings Allowed

Except during a duly noticed meeting, Board members shall not use a series of communications of any kind, directly or indirectly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the body. *See* Government Code section 54952.2. Pursuant to AB 992, members of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

3. Teleconferencing

If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location. *See* Government Code section 54953(b)(3).

NOTE: AB 361 modified the Brown Act's teleconferencing requirements during a state of emergency under Government Code section 8558. While this legislation was directly related to the COVID-19 pandemic, it is not limited to public health emergencies. Gov. Code § 54953(e)(1) provides that a local agency may use teleconferencing [audio, video or both] in any of the following circumstances:

(A) The legislative body holds a meeting during *a proclaimed state of emergency*, and state or local officials have imposed or recommended measures to promote *social distancing*.

(B) The legislative body holds a meeting *during a proclaimed state of emergency for the purpose of determining*, by majority vote, *whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees*.

(C) The legislative body holds a meeting during *a proclaimed state of emergency* and *has determined*, by majority vote, pursuant to subparagraph (B) that, *as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees*.

4. Agenda Requirements

At least 72 hours before a regular meeting (24 hours for special meeting), the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the meeting and shall be posted in a location that is freely accessible to members of the public and on the agency's website (Note: Effective January 1, 2019, section 54954.2(a)(2) imposes additional website posting requirements). If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting. See Government Code sections 54954.2 and 54956.

5. Newly Elected Members Subject to Brown Act

Newly elected individuals must conform their conduct to the Brown Act upon election even before taking office. For example, meetings between incumbents and newly elected members could constitute a majority of the Board.

6. Hearing Charges or Complaints

As a condition to holding a closed session on specific complaints or charges brought against an employee by another person or employee, the employee shall be given written notice of his or her right to have the complaints or charges heard in an open session rather than a closed session, which notice shall be delivered to the employee personally or by mail at least 24 hours before the time for holding the session. If notice is not given, any disciplinary or other action taken by the legislative body against the employee based on the specific complaints or charges in the closed session shall be null and void. See Government Code section 54957(b)(2).

7. Announcement Prior to Closed Session

Prior to holding any closed session, the legislative body of the local agency shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its

Ten Common Brown Act Errors

statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law. *See* Government Code section 54957.7(a).

8. Writings Distributed Prior to or At a Board Meeting Must be Available to the Public

- Written materials distributed to the Board of Education within 72 hours of the Board meeting are available for public inspection immediately upon distribution at the _____ (location and address).
- This does not apply to closed session materials.
- Government Code section 54957.5.

9. Public Reporting on Personnel Actions Taken in Closed Session

(a) The legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention of every member present thereon, as follows:

* * *

(5) Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed session pursuant to Section 54957 shall be reported at the public meeting during which the closed session is held. Any report required by this paragraph shall identify the title of the position. The general requirement of this paragraph notwithstanding, the report of a dismissal or of the nonrenewal of an employment contract shall be deferred until the first public meeting following the exhaustion of administrative remedies, if any. *See* Government Code section 54957.1.

10. Confidentiality of Closed Session

(a) A person may not disclose confidential information that has been acquired by being present in a closed session authorized by Section 54956.7, 54956.8, 54956.86, 54956.87, 54956.9, 54957, 54957.6, 54957.8, or 54957.10 to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information. *See* Government Code section 54963.

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Ten Common Brown Act Errors



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LEGAL UPDATE

January 11, 2021

To: Superintendents, Member School Districts (K-12)

From: Erin E. Stagg, Associate General Counsel 

Subject: Social Media and the Brown Act – AB 992 Clarifies Permissible Social Media Use by Public Officials
Memo No. 01-2021

AB 992 took effect on January 1, 2021 amending the Brown Act with an aim to provide clarity on the actions public officials can and cannot take on social media. As the legislative analysis of the bill noted, whether it will achieve the right balance between constitutional and statutory public access requirements and the free flow of communication remains unclear.

AB 992, codified in Government Code section 54952.2, provides direction on the social media interactions of public officials that do and do not constitute an impermissible meeting. In brief, the Brown Act prohibits a majority of members of a legislative body from engaging in a “series of communications,” directly or through intermediaries, to “discuss, deliberate, or take action on an item” that is within the legislative body’s subject matter jurisdiction.¹ This restriction includes “serial” meetings in which members of a legislative body communicate indirectly or through a chain of communications, ultimately involving a majority of a legislative body.

Under AB 992, a public official *may communicate on social media platforms to answer questions, provide information to the public or to solicit information from the public regarding a matter within the legislative body’s subject matter jurisdiction*. However, these communications are only allowed as long as a majority of the members of the legislative body do not use any social media platform to “discuss among themselves” official business. Importantly, “discuss among themselves” has been broadly defined and arguably includes making posts, commenting, replying, sharing, reacting (e.g. “liking” a post) or using digital icons that express reactions, i.e., emojis.²

¹ Gov’t. Code § 54952.2

² AB 992 applies to social media platforms that are open and accessible to the public. This includes well known social media platforms such as Facebook, Instagram and Twitter, but could also be interpreted to include any online service that allows for public interaction such as chatrooms and forums, comment sections on blogs and online media.

Moreover, while a single contact between one public official and another would not normally constitute a prohibited meeting - provided that those officials do not constitute a quorum - AB 992 prohibits such social media interaction entirely. “A member of the legislative body ***shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.***”

In other words, AB 992 arguably prohibits a public official posting a comment in response to, liking or sharing another public official’s social media post about an agency issue, even if the content of the post was not created by the public official (e.g., sharing or retweeting an official agency post). Determining whether a particular interaction violates AB 992 will generally be fact specific and require a case-by-case analysis.³ Local agencies and officials are encouraged to give careful thought whenever engaging in social media interactions involving agency business and remain aware if other public officials have already commented, shared, liked or reacted to a social media post regarding agency-related business.

While AB 992 clarifies certain issues relating to social media, it also raises a host of additional questions. For example, if a public official’s social media comments could lead to Brown Act violations, does that mean that the officials’ posts and comments are now subject to the California Public Records Act and potential disclosure? If a public official discloses on social media how they intend to vote on a particular upcoming issue involving due process considerations, could a party claim that they were denied a fair hearing? Our office will continue to monitor and provide updates as these issues develop further.

Please contact our office with questions regarding this Legal Update or any other legal matter.

The information in this Legal Update is provided as a summary of law and is not intended as legal advice. Application of the law may vary depending on the particular facts and circumstances at issue. We, therefore, recommend that you consult legal counsel to advise you on how the law applies to your specific situation.

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³ AB 992 does not include any new or additional enforcement provisions.

State of California

GOVERNMENT CODE

Section 54952.2

54952.2. (a) As used in this chapter, “meeting” means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) “Discuss among themselves” means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) “Internet-based social media platform” means an online service that is open and accessible to the public.

(iii) “Open and accessible to the public” means that members of the general public have the ability to access and participate, free of charge, in the social media platform

without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

(d) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

(Amended by Stats. 2020, Ch. 89, Sec. 1. (AB 992) Effective January 1, 2021. Repealed as of January 1, 2026, by its own provisions. See later operative version added by Sec. 2 of Stats. 2020, Ch. 89.)



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LEGAL UPDATE

September 24, 2021

To: Superintendents, Member School Districts (K-12)

From: Erin E. Stagg, Associate General Counsel *EF*

**Subject: Updated Brown Act Teleconferencing/Virtual Meeting
Requirements (AB 361)
Memo No. 29-2021**

Assembly Bill (“AB”) 361, signed into law on September 16, 2021, amends Government Code section 54953 to provide authority and specific requirements for public agencies to hold virtual meetings during a proclaimed state of emergency and remain in compliance with the Brown Act (Gov. Code §§ 54950 *et seq.*).

Enacted as urgency legislation, AB 361 would typically be effective immediately. However, on September 20, 2021, the Governor issued Executive Order N-15-21, delaying the full application of AB 361 until 11:59 p.m. on October 1, 2021. As such, public agencies may generally continue to hold virtual meetings through September 30, 2021 consistent with the requirements of Executive Order N-29-20 issued on March 17, 2020 due to the COVID-19 pandemic (“COVID Executive Order”).

September 24-September 30, 2021

The COVID Executive Order allowing electronic or virtual meetings remains in force until September 30, 2021. Public agencies may continue to hold regular and special meetings under that authority through September 30, 2021.

Please note, however, and, as further explained below, a public agency holding a virtual meeting from September 24, 2021 through September 30, 2021, ***for the purpose of making the required AB 361 findings to continue with virtual meetings after September 30***, shall conduct such virtual meeting in compliance with the AB 361 requirements.

After September 30, 2021

A public agency that intends to continue with virtual or hybrid meetings after September 30 must have a separate meeting before any other regular or special

October meetings to comply with AB 361 and make appropriate findings in order to hold future meetings remotely. In other words, if a public agency would like to meet electronically in October, it must make the AB 361 determination *before* that meeting.

To assist clients navigating the expiration of Executive Order N-29-20 and the enactment of AB 361, our office has prepared a brief Frequently Asked Questions guide. We have also prepared sample agenda language that may be modified to address the specific local circumstances of a public agency. Please contact the office to speak with an attorney if you are interested in receiving sample agenda language and guidance to modify it for your specific local circumstances.

As a reminder, the information provided in the guide is a summary of the law and the application of that law to a specific client's factual situation may vary. We, therefore, strongly recommend that you consult legal counsel to advise you on how the law applies to your specific situation.

AB 361 – FREQUENTLY ASKED QUESTIONS

Q: What are the circumstances under which AB 361¹ virtual meetings are permitted?

A: Gov. Code § 54953(e)(1) provides that a local agency may use teleconferencing [audio, video or both] in any of the following circumstances:

(A) The legislative body holds a meeting during *a proclaimed state of emergency*, and state or local officials have imposed or recommended measures to promote *social distancing*.

(B) The legislative body holds a meeting *during a proclaimed state of emergency for the purpose of determining*, by majority vote, *whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees*.

(C) The legislative body holds a meeting during *a proclaimed state of emergency* and *has determined*, by majority vote, pursuant to subparagraph (B) that, *as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees*.

Q: Does AB 361 only apply to the current declared COVID-19 state of emergency?

A: No. AB 361 does apply to emergencies arising from the COVID-19 pandemic, but it also specifically references Government Code section 8558, which contains a broad definition of emergency including, among others, fire, flood, storm, epidemic and earthquake.

¹ AB 361 is not to be confused with AB 339, a pending bill awaiting Governor Newsom's signature, which seeks to establish new public teleconferencing requirements for city councils and boards of supervisors with jurisdiction over 250,000 people.

Q: If a public agency has not resumed in-person meetings, are there any specific actions to take to continue holding virtual meetings after September 30, 2021?

A: Yes. To continue holding virtual meetings after September 30, a public agency will need to:

- Confirm that they can meet the AB 361 technical requirements for public attendance and real-time comment.
- Develop a plan in the event of a technical disruption during a virtual meeting.
- Unless the public agency is located in a region where state or local officials require or recommend social distancing,² the governing body will need to determine, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees.
 - This determination meeting should be held before any other special or regular October meetings.
 - This determination meeting – even if held during September – should be in compliance with the AB 361 virtual meeting requirements.³

Q: If a public agency has resumed in-person meetings, what changes under AB 361?

A: With the expiration of Executive Order N-29-20, a public agency will be required to comply with the traditional Brown Act meeting and teleconferencing requirements if they do not proceed under AB 361. As more fully detailed below, the traditional Brown Act requirements include that:

- A quorum of the local body shall be physically present within the local body's boundaries;
- The meeting and all teleconference locations must be physically accessible to the public;
- The address of the teleconference location shall be included on the agenda;
- An agenda shall be posted at each teleconference location; and,
- Public participation must be allowed at the meeting and all teleconference locations.

Q: Can a public agency conduct a “hybrid” meeting with the governing body and staff in person and the public participating remotely?

Yes. However, if the in-person meeting is not open to in-person attendance by members of the public, the meeting must meet the requirements of AB 361.

Q: Are there differences in how a public agency may conduct virtual meetings under AB 361 compared to the March 17, 2020 Executive Order N-29-20?

² A public agency in these circumstances should consult with their legal counsel regarding the specific facts.

³ Executive Order N-15-21 states, “[t]he provisions governing teleconference meetings in ... subdivision (e) of Government Code section 54953 are suspended through September 30, 2021, except that *any local legislative body that meets to take a majority vote pursuant to subparagraph (B) of paragraph (1) of subdivision (e) of Government Code section 54953 shall conduct the meeting at which such vote is taken as required by paragraph (2) of subdivision (e) of Government Code section 54953.* Except as otherwise specified in this paragraph, the requirements related to public meetings of local legislative and state bodies specified in Paragraph 42 of Executive Order N-08-21 shall continue to govern such meetings through September 30, 2021.”

A: Yes. As more fully detailed below, AB 361 imposes additional requirements for virtual meetings, including, among others, that:

- Public agencies may not require public comments be submitted in advance (this is still a permissible option, but cannot be a requirement);
- Members of the public must be allowed to address the board in real-time during the meeting; and,
- In the event of a technical disruption, the public agency cannot take any further action on the agenda until the issue is resolved.

Q: Once the initial AB 361 finding is made, does a public agency have to do anything further to continue with virtual meetings?

A: Yes. To continue with AB 361 virtual meetings, the public agency must reconsider the circumstances of the emergency *every 30 days* and determine that either the state of emergency continues to directly impact the ability of the members to meet safely in person; or, state or local officials continue to impose or recommend measures to promote social distancing. These findings must be made by majority vote. Gov. Code § 54953(e)(3).

Q: What are the differences between the standard Brown Act teleconferencing requirements and AB 361?

A: Quorum

Brown Act Teleconferencing Requirements	AB 361
During teleconference meetings, at least a quorum of the members of the local public agency body must participate from locations within the boundaries of the territory over which the local public agency body exercises jurisdiction.	Quorum not required to be located within the boundaries of the territory.

A: Agenda

Brown Act Teleconferencing Requirements	AB 361
Each teleconference location from which a member will be participating must be specifically identified in the meeting notice and agenda, including full address and room number. An agenda must be posted for the required period of time (24 or 72 hours) at each teleconference location from which a member will be participating.	Public agency must only give notice and post agenda in accordance with the Brown Act provisions for in-person meetings. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

A: Teleconference Location

Brown Act Teleconferencing Requirements	AB 361
<p>Each teleconference location must be physically accessible to the public.</p> <p>Members of the public must be able to physically address the body from each teleconference location.</p>	<p>Public agencies do not have to let members of the public attend at each teleconference location, but must allow the public to access the meeting via a call-in or an internet-based service option.</p> <p>The public agency is not required to provide a physical location for the public to attend or provide comments.</p>

A: Public Comment

Brown Act Teleconferencing Requirements	AB 361
<p>Public Comment must be allowed at the in-person meeting and from every teleconference location.</p>	<p>The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, <i>the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment.</i> Gov. Code § 54953(e)(1)(B).</p> <p>The legislative body <i>shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.</i> Gov. Code § 54953(e)(1) (E).</p> <p>An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference <i>may be required to register as required by the third-party internet website or online platform to participate.</i> Gov. Code § 54953(e)(1)(F).</p>

	<p>[Note: The Brown Act does not allow a public agency to require a meeting attendee to provide their name and address as a condition of attendance and public agencies may need to consider whether pseudonyms will be allowed].</p> <p>A legislative body that provides <i>a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register until that timed public comment period has elapsed.</i></p> <p>A legislative body that <i>does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment,</i> including time for members of the public to register, or otherwise be recognized for the purpose of providing public comment.</p> <p>A legislative body that provides <i>a timed general public comment period</i> that does not correspond to a specific agenda item <i>shall not close the public comment period or the opportunity to register until the timed general public comment period has elapsed.</i></p> <p>Gov. Code § 54953(e)(1)(G)(i)-(iii)</p>
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Please contact our office with questions regarding this Legal Update or any other legal matter.

The information in this Legal Update is provided as a summary of law and is not intended as legal advice. Application of the law may vary depending on the particular facts and circumstances at issue. We, therefore, recommend that you consult legal counsel to advise you on how the law applies to your specific situation.

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Eureka City Schools Board of Education

AGENDA ITEM

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

Meeting Date: October 7, 2021

Item: Consent

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

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

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

On February 15, 2021, ECS submitted an Application for Measure Z Funding requesting an allocation in the amount of Seventy-Nine Thousand Dollars (\$79,000.00) for the purpose of paying a portion of the costs and expenses associated with employing one (1) School Resource Officer to directly serve K-12th grade students and families in the Eureka City School District. On April 20, 2021, the Humboldt County Board of Supervisors approved the application.

STRATEGIC PLAN/PRIORITY AREA:

Subject does not apply to a Strategic Plan Priority Area

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

Not applicable.

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

Not applicable.

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

Fred Van Vleck, Ed.D., Superintendent

ATTACHMENTS:

Description

▯ MOU/Exhibits

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
EUREKA CITY SCHOOLS
FOR FISCAL YEAR 2021-2022**

This Memorandum of Understanding ("MOU"), entered into this 27 day of September, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Eureka City Schools, a local educational agency, hereinafter referred to as "ECS," is made upon the following considerations:

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

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

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

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

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

WHEREAS, on or about February 15, 2021, ECS submitted a Measure Z application, which is attached hereto as Exhibit A – Application for Measure Z Funding and incorporated herein by reference as if set forth in full, to the Citizens' Advisory Committee requesting an allocation in the amount of Seventy-Nine Thousand Dollars (\$79,000.00) for the purpose of paying a portion of the costs and expenses associated with employing one (1) School Resource Officer to directly serve K-12th grade students and families in the Eureka City School District; and

WHEREAS, on April 20, 2021, the Humboldt County Board of Supervisors approved the Measure Z application submitted by ECS in the amount of Seventy-Nine Thousand Dollars (\$79,000.00) through June 30, 2022; and

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

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

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1. COUNTY OBLIGATIONS:

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

2. ECS OBLIGATIONS:

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

3. TERM:

This MOU shall begin on July 1, 2021 and shall remain in full force and effect until June 30, 2022, unless sooner terminated as provided herein.

4. TERMINATION:

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

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

5. COMPENSATION:

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

6. PAYMENT:

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

COUNTY: Humboldt County Administrative Office
Attention: Neftali Miller-Rubio, Senior Administrative Analyst
825 Fifth Street, Room 112
Eureka, California 95501

7. NOTICES:

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

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COUNTY: Humboldt County Administrative Office
Attention: Neftali Miller-Rubio, Senior Administrative Analyst
825 Fifth Street, Room 112
Eureka, California 95501

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

8. RECORD RETENTION AND INSPECTION:

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

9. MONITORING:

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

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10. CONFIDENTIAL INFORMATION:

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

11. NON-DISCRIMINATION COMPLIANCE:

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

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. INDEMNIFICATION:

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

14. INSURANCE REQUIREMENTS:

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

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

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3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which ECS may be exposed to liability regarding the performance of its obligations hereunder. ECS shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of ECS. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that ECS shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this MOU, ECS's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to ECS's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this MOU shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.

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

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

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

15. RELATIONSHIP OF PARTIES:

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

16. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

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

and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the County of Humboldt's Conflict of Interest Code, all as may be amended from time to time.

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

19. SEVERABILITY:

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

20. ASSIGNMENT:

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

21. AGREEMENT SHALL BIND SUCCESSORS:

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

22. WAIVER OF DEFAULT:

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

23. AMENDMENT:

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

24. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

25. STANDARD OF PRACTICE:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

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

27. JURISDICTION AND VENUE:

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

28. ADVERTISING AND MEDIA RELEASE:

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

29. SUBCONTRACTS:

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

30. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

31. CONFLICTING TERMS OR CONDITIONS:

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

32. INTERPRETATION:

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

33. INDEPENDENT CONSTRUCTION:

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

34. FORCE MAJEURE:

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

35. ENTIRE AGREEMENT:

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

36. COUNTERPART EXECUTION:


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

37. AUTHORITY TO EXECUTE:

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

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

EUREKA CITY SCHOOLS:

By: 
Fred Van Vleck, Superintendent

Date: 09/27/21

COUNTY OF HUMBOLDT:

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

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

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

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
Eureka City Schools
For Fiscal Year 2021-2022

1. DUE DATES:

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

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

2. SUBMISSION OF REPORTS:

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

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
Eureka City Schools
For Fiscal Year 2021-2022



COUNTY OF HUMBOLDT – MEASURE Z
Report Form

Organization Name: _____ **Report Date:** _____

Contact Name: _____ **Phone:** _____

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

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

A. Results/Outcomes

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

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

A. Lessons Learned

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

EXHIBIT D
SOCIAL MEDIA REPORTING REQUIREMENTS
Eureka City Schools
For Fiscal Year 2021-2022

1. DUE DATES:

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

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

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

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

3. CONTENT OF SOCIAL MEDIA POSTS:

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

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

Example Facebook post:

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

EXHIBIT E - MZ Budget

Agency Name:
Coordinator/Contact:
Address:
Phone:

Budget
Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
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A. Personnel Costs

Title: Salary and Benefits Calculation: Duties Description:			0.00
Title: Salary and Benefits Calculation: Duties Description:			0
Title: Salary and Benefits Calculation: Duties Description:			0
Title: Salary and Benefits Calculation: Duties Description:			0

Total Personnel:	0.00	0.00	0.00
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B. Operational Costs (Rent, Utilities, Phones, etc.)

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

Total Operating Costs:	0	0	0
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C. Consumables/Supplies (Supplies and Consumables should be separate)

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

EXHIBIT E - MZ Budget

Agency Name:
Coordinator/Contact:
Address:
Phone:

Budget
Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
<div> <div>Title:</div> <div>Description:</div> </div>			
Total Consumable/Supplies:		0	0
D. Transportation/Travel (Local and Out-of-County should be separate)			
<div> <div>Title:</div> <div>Description:</div> </div>			
<div> <div>Title:</div> <div>Description:</div> </div>			
<div> <div>Title:</div> <div>Description:</div> </div>			
Total Transportation/Travel Costs:		0	0
E. Fixed Assets			
<div> <div>Title:</div> <div>Description:</div> </div>			
<div> <div>Title:</div> <div>Description:</div> </div>			
Total Other Costs:		0	0
Invoice Total:		0.00	

Notes on using the invoice template

- 1 We prefer this form over others but other invoice formats may be used as long as all requested information is provided
- 2 Be sure to sign the invoice. Electronic submissions still need signatures.
- 3 Invoices may be submitted electronically to cao@co.humboldt.ca.us
- 4 All invoice categories and items should match the approved project budget
- 5 Do not submit receipts, bills or other documentation with invoices, but do keep those for your records
- 6 Invoices can be submitted at any time but should not be submitted more frequently than monthly

The invoice worksheet has been created to assist in the completion of the invoice. The worksheet will self populate the invoice except on highlighted cells. The worksheet is a tool to use to insure that all expenditures are accurately represented.

Eureka City Schools Board of Education

AGENDA ITEM

Agenda Title: Approval of Revision of Warrant Distribution Authorization Form CS-1 and Certification Form CS-7 for 2021-2022

Meeting Date: October 7, 2021

Item: Consent

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

The Governing Board is asked to approve the revision of the Warrant Distribution Authorization Form CS-1 and Certification Form CS-7 for 2021-2022.

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.

Director of Fiscal Services, Mario da Costa, was hired after the start of the 2021-22 school year and needs to be added to the authorization forms. The former director, Lou Jacobson, has been removed.

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 Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

- ▣ CS-1
- ▣ CS-7

DATE: October 7, 2021

SCHOOL 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, Greg Bowen, Mario da Costa, Melissa Filomeo, Jacquee Hagans, Sherry Hill,
Brandon Ryan, Jennifer Silva, Jen Snipes, Pam Woodward, and Paul Ziegler

Please 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 ready

Please 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

DATE: October 7, 2021

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 October 7, 2021 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_

Michael Davies-Hughes

Mario da Costa

John Leonard

Fred Van Vleck

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

Michael Davies-Hughes

John Leonard

Fred Van Vleck

Renae Will

Paul Ziegler

Board of Trustees Signatures:

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

Eureka City Schools Board of Education

AGENDA ITEM

Agenda Title: Approval of Minutes from the Regular Meeting on September 15, 2021

Meeting Date: October 7, 2021

Item: Consent

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

The Governing Board is asked to approve the minutes from the regular meeting on September 15, 2021.

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 - 09.15.21

Eureka City Schools | Board of Education

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

Regular Meeting

6:30 PM

September 15, 2021

MINUTES

A. CALL TO ORDER OF OPEN SESSION

President Ollivier called the open session to order at 5:15 p.m.

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

Members Absent: None

Staff Present: Van Vleck, Ziegler, Davies-Hughes, Will, Leonard, Harris

B. PUBLIC COMMENT ON CLOSED SESSION ITEMS

No public comment on closed session Items C(1) or C(3).

Byron Zinselmeir provided public comment on Closed Session Item C(2). He noted concerns with teachers being mandated to teach sports. He believes the best coaches are those who are committed to the sport and the student athletes. The students deserve and expect an energetic coach who wants to teach PE. When someone is forced to coach, the student athletes and parents will notice the lack of enthusiasm. Without a personal desire to be a coach, it is too much of an ask.

C. CLOSED SESSION (Closed to Public)

President Ollivier moved the meeting to closed session to discuss closed session Items C(1), C(2), C(3) and C(4).

- (1) Employee Discipline, Dismissal, Release, Appoint, Accept the Resignation or Otherwise Affect the Employment Status of a Public Employee (GC § 54957)
- (2) 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)
- (3) Conference with Superintendent – Pending Litigation, One Case (GC § 54956.9)
- (4) Employee Evaluation: Superintendent (GC Section 54957)

D. RECONVENING OF OPEN SESSION (Room 116)

President Ollivier reconvened the meeting at 6:32 p.m.

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

Members Absent: None

Staff Present: Van Vleck, Ziegler, Davies-Hughes, Will, Leonard, Harris

E. REPORT OUT FROM CLOSED SESSION

There was no action to report on closed session Items C(1), C(2), C(3) and C(4).

F. PLEDGE OF ALLEGIANCE TO THE FLAG

G. ADJUSTMENTS TO THE AGENDA

(5) Approval of the Agenda

No adjustments to the Agenda.

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

H. INFORMATION

(6) Student Reports – No student reports.

(7) Superintendent's Report – Van Vleck acknowledged the hard work of ECS staff during this time. Duties relating to COVID-19 have added an incredible amount of work for staff, including testing, contact tracing, short-term independent study, etc.

(8) Board Members' Reports

Watson provided an update to the Board on behalf of EHS. The clubs have been enjoying meeting every week. Student Government is handling the homecoming activities. She hopes everything is able to go forward as planned. She thanks all the teachers, especially the math teachers, as they are working really hard to reach out to students.

Ollivier notes her son is very happy to be back in-person and enjoying being at EHS.

Fernandez attended the 2/2 meeting with the City and partially attended the NHUHSD meeting regarding the Samoa Beach Academy. He has spoken to parents about the different options for in-person and independent study. He has also been speaking about the CTE programs, which are very robust. Fernandez would like a future conversation about more robust marketing relating to the CTE.

Van Vleck reviewed the measures the District has taken to market the CTE facilities and all the work that has taken place. The Annual Update will also focus on the CTE programs at the middle schools, EHS, and Zoe.

Based on this conversation, Trustee Fernandez would like to hold on agendaizing the CTE marketing conversation.

Duncan is looking forward to attending sporting events in the future. He would also like the community to hear from students who have successfully completed CTE programs.

I. PUBLIC COMMENT ON NON-AGENDA ITEMS

No public comment.

J. CONSENT CALENDAR

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

- (9) Approval of Minutes from the Regular Meeting on August 26, 2021
Referred to the Board by:
Fred Van Vleck, Ed.D., Superintendent
- (10) Approval of Personnel Action Report No. 3
Referred to the Board by:
Renaë Will, Director of Personnel Services and Public Affairs
- (11) Approval of the 2021-22 Memorandum of Understanding (MOU) Foster Youth Regional Liaison Between the Humboldt County Office of Education and Eureka City Schools
Referred to the Board by:
John Leonard, Director of Student Services
- (12) Approval of Eureka Police Department 2021-2022 Memorandum of Understanding for School Resource Officer Services
Referred to the Board by:
John Leonard, Director of Student Services
- (13) Approval and Receipt of Grant Award Notice: Strengthening Career and Technical Education for the 21st Century Act
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services
- (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 Resolution #21-22-004, Adopt GANN Limit for 2021-2022
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services
- (16) Approval of August 2021 Warrants
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services

- (17) Approval of Correction to a Clerical Error on the Previously Approved Classified Management Salary Schedule
Referred to the Board by:
Renaë Will, Director of Personnel Services and Public Affairs
- (18) Approval of a P-33 Contract to hire Sarah Peters as the Project Director of the Create Humboldt Grant
Referred to the Board by:
Renaë Will, Director of Personnel Services and Public Affairs
- (19) Approval of Preschool Inclusion Grant
Referred to the Board by:
John Leonard, Director of Student Services
- (20) Approval of Updated Student Dress Code
Referred to the Board by:
John Leonard, Director of Student Services

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

K. DISCUSSION/ACTION

- (21) Approval of Transfer of Winship Easement
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services

Ziegler provided information to the Board on the transfer of the Winship easement to the County of Humboldt. This is based on a previous agreement.

It was M/S by Johnson/Taplin to approve the Transfer of Winship Easement. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

- (22) Corp Yard Solar Project Contract Amendment
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services

The Board is asked to approve an amendment to the September 20, 2020 Energy Services Contract with Willdan that additionally approves the installation of a Battery Energy Storage System and controller at Eureka City Schools' Corp Yard. This would add battery storage to the scope of the project.

It was M/S by Duncan/Fernandez to approve the Corp Yard Solar Project Contract Amendment. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

- (23) Certification of the 2020-2021 Unaudited Actuals
Referred to the Board by:
Paul Ziegler, Assistant Superintendent of Business Services

Ziegler provided information to the Board on the 2021-2021 unaudited actuals. He provided information on the funding sources including the restricted and unrestricted funds, reserves, expenditures, ongoing costs of special education, deadlines/restrictions for one-time funding, etc. It is requested the Board to approve and certify the 2020-2021 unaudited actuals, as presented.

It was M/S by Johnson/Taplin to approve and certify of the 2020-2021 Unaudited Actuals. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

L. DISCUSSION

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

Director of Maintenance and Facilities, Charley Batini, notes the maintenance staff is very dedicated and thanked the Board and staff for their support. He also appreciates the management support. There have been many personnel changes, as several high-level employees retired and are missed. ECS hired from within for several positions and hired new quality staff for the newly open positions. He provided an update to the Board on summer maintenance and is thankful the maintenance team completes quality work.

- (25) Report on Independent Study
Referred to the Board by:
Michael Davies-Hughes, Assistant Superintendent Educational Services

Davies-Hughes provided a report to the Board on AB 130 and the independent study program. He reviewed the independent study requirements, including notice requirements, updated Board policies, requirements for daily live/synchronous instruction, course access provisions, written learning agreements, documentation, short-term independent study, etc. Challenges including staffing, programs equivalent to in-person instruction, and documentation requirements.

- (26) Report on Summer School
Referred to the Board by:
Michael Davies-Hughes, Assistant Superintendent Educational Services

Davies-Hughes provided information to the Board on the recent summer school programs. There were two separate three-week sessions for

elementary and middle school age students and a total of 335 students were served. For high school aged students, there was one four-week session, and 165 students were served. This was a wonderful opportunity for students.

- (27) Report Out From Strategic Plan Outcomes for 2019-2020
Referred to the Board by:
Michael Davies-Hughes, Assistant Superintendent Educational Services

Davies-Hughes provided a report out to the Board on the Strategic Plan Outcomes for 2019-2020. A Strategic Plan (SP) was not developed in 2021 and this report is on the outcomes of the previous plan, i.e. 2019-2020. There fifteen priorities in the SP and Davies-Hughes provided information on the purpose and structure, alignment between the SP and the LCAP, and priority area outcomes for various priority areas.

- (28) Enrollment Update
Referred to the Board by:
John Leonard, Director of Student Services

Leonard provided information on enrollment, which is currently 3,596 students. This is an increase of 84 students from this time last year, and 78 of those new students are in elementary school.

- (29) District Practice on Contracts (Amounts) Brought to the Board for Approval
Referred to the Board by:
Fred Van Vleck, Ed.D., Superintendent

Van Vleck discussed past and current practice on contracts brought to the Board as an individual item for approval. Currently, staff works to bring contracts over \$5,000 to the Board. The Board provided direction to staff to bring all contracts over \$10,000 as an individual item to the Board for approval.

M. PUBLIC HEARING

- (30) Public Hearing: Sufficiency of Instructional Materials

No public comment

- (31) Public Hearing: Revision to the 2021-2024 Collective Bargaining Agreement Between Eureka City Schools Governing Board and California School Employees Association/CSEA Redwood Chapter #88 White & Blue Collar Units

No public comment.

N. CLOSED SESSION

- (32) 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)

Closed session did not continue.

O. RECONVENING OF OPEN SESSION

Not applicable. Closed session did not continue.

P. REPORT OUT FROM CLOSED SESSION

Not applicable. Closed session did not continue.

Q. DISCUSSION/ACTION (continued)

- (33) Resolution #21-22-005 Regarding Sufficiency of instructional Materials - Education Code 60119 and Certification of Provision of Standards-Aligned Instructional Materials, as Required by CCR, Title 5, Section 9531
Referred to the Board by:
Michael Davies-Hughes, Assistant Superintendent Educational Services

It was M/S by Fernandez/Duncan to approve Resolution #21-22-005 Regarding Sufficiency of instructional Materials - Education Code 60119 and Certification of Provision of Standards-Aligned Instructional Materials, as Required by CCR, Title 5, Section 9531. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

- (34) Revision to the 2021-2024 Collective Bargaining Agreement Between Eureka City Schools Governing Board and California School Employees Association/CSEA Redwood Chapter #88 White & Blue Collar Units
Referred to the Board by:
Renaë Will, Director of Personnel Services and Public Affairs

It was M/S by Johnson/Duncan to approve the revision to the 2021-2024 Collective Bargaining Agreement Between Eureka City Schools Governing Board and California School Employees Association/CSEA Redwood Chapter #88 White & Blue Collar Units Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

R. INFORMATIONAL ONLY ITEMS

- (35) Review Only: Proposed Board Meeting Dates (2022)
- (36) Information Only: October 2021 - Review of CDE Calendar of Events

S. ADJOURNMENT

President Ollivier adjourned the meeting at 7:55 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

AGENDA ITEM

Agenda Title: Approval of the Quarterly Report to the Governing Board as Mandated by the State, In Regards to the Williams Lawsuit
Meeting Date: October 7, 2021
Item: Consent

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

The Governing Board is asked to receive this third quarter report for 2021. There have been no Williams case-related complaints in the months of July, August, or September 2021.

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

The Williams lawsuit has resulted in several mandates for California school districts. A quarterly report to the Governing Board regarding complaints and complaint resolution is one of the requirements. Please see attached third quarter report for 2021.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 11: CLEAN AND ATTRACTIVE FACILITIES
1, 2, and 11

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

Quarterly report to the Governing Board

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

No financial impact to the District.

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

Michael Davies-Hughes, Assistant Superintendent, Educational Services

ATTACHMENTS:

Description

- ▣ Williams Q3 2021



Eureka City Schools

2100 J Street, Eureka, CA 95501 (707) 441-3363

Quarterly Report on Williams Uniform Complaints (Education Code §35186)

Quarterly Reporting Period (please check one)

- ☐ 1st Quarter 2021 January 1 through March 31, 2021
☐ 2nd Quarter 2021 April 1 through June 30, 2021
☒ 3rd Quarter 2021 July 1 through September 30, 2021
☐ 4th Quarter 2021 October 1 through December 31, 2021

PLEASE CHECK THE BOX THAT APPLIES:

- ☒ **No complaints were filed** with any school in the district during the quarter indicated above.
- ☐ **Yes**, complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
TOTALS	0		

Fred Van Vleck

(Print Name of District Superintendent)

(Signature of District Superintendent)

Please return hard copy to:
Chandler Wilson, School Support
Humboldt County Office of Education
HYPERLINK "mailto:cwilson@hcoe.org"
cwilson@hcoe.org

by: Quarter 1 due: 04/15/2021
Quarter 2 due: 07/15/2021
Quarter 3 due: 10/15/2021
Quarter 4 due: 01/15/2022

Eureka City Schools Board of Education

AGENDA ITEM

Agenda Title: Approval of Personnel Action Report No. 4

Meeting Date: October 7, 2021

Item: Consent

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

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

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

N/A

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 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

- ▣ Personnel Report NO.4

**EUREKA CITY SCHOOLS
PERSONNEL REPORT NO. 4
October 7, 2021**

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

CERTIFICATED PERSONNEL

ASSIGNMENTS

Brick, Adelina	Probationary I Teacher, 1.0 FTE, (Alice Birney), eff. 9/27/21
Donaldson, Ryan	Probationary I Center for Independent Study Teacher, 1.0 FTE, (Lincoln), eff. 9/13/21
Donica-Cox, Elizabeth	Temporary EL Intervention Teacher, 0.2 FTE, (Alice Birney), eff. 9/20/21 – 6/17/22
Lucas, Deborah	Probationary I Center for Independent Study Teacher, 1.0 FTE, (Lincoln), eff. 9/10/21
Storm, Eric	Probationary II Special Education Teacher, 1.0 FTE, (EHS), eff. 9/27/21
White, Julia	Probationary I Teacher, 0.8 FTE, (EHS), eff. 09/14/21

CHANGE OF STATUS

Brown, Darcy	From: Pregnancy Disability Leave, 0.8 FTE, eff. 8/18/21 – 9/29/21 and Unpaid LOA, 0.2 FTE, eff. 8/18/21 – 6/17/22 To: Pregnancy Disability Leave, eff. 8/18/21 – 9/14/21, then Child Bonding Leave, 0.8 FTE, eff. 9/15/21 – 11/28/21, and Unpaid LOA, 0.2 FTE, eff. 8/18/21 – 6/17/22
Grant, Janis	From: School Nurse, 0.8 FTE, (District) eff. 5/10/21 To: School Nurse, 0.9 FTE, (District) eff. 8/23/21
Jensen, Sheri	From: TOSA, 1.0 FTE, (District) To: TOSA, 0.5 FTE (District) and Principal Alternative Education, 0.5 FTE, (Lincoln), eff. 9/16/21
Silva, Michele	From: Family and Medical Leave, 0.448 FTE, (District), eff. 4/12/21 – 6/30/21 To: Medical Leave, 1.0 FTE, (District), eff. 8/30/21-11/12/21

DAY TO DAY SUBSTITUTE TEACHERS

Bressoud, Paul	Day-to-Day Substitute Teacher, eff. 9/27/21 – 6/17/22
Delan, Douglas	Day-to-Day Substitute Teacher, eff. 9/13/21 – 6/17/22
Cenotti, Danielle	Day-to-Day Substitute Teacher, eff. 8/23/21 – 6/17/22
Cooper, Kristin	Day-to-Day Substitute Teacher, eff. 9/20/21 – 6/17/22
Fromherz, Patrick	Day-to-Day Substitute Teacher, eff. 8/23/21 – 6/17/22
Hernandez, Kaitlyn Breana	Day-to-Day Substitute Teacher, eff. 9/17/21 – 6/17/22
Japp, Shelbye	Day-to-Day Substitute Teacher, eff. 9/13/21 – 6/17/22
Karevoll, Jennifer	Day-to-Day Substitute Teacher, eff. 9/16/21 – 6/17/22
LaPreziosa, Richard	Day-to-Day Substitute Teacher, eff. 9/16/21 – 6/17/22
Leisz, Dorine	Day-to-Day Substitute Teacher, eff. 9/17/21 – 6/17/22
McFarland, Lorene	Day-to-Day Substitute Teacher, eff. 8/23/21 – 6/17/22

Mooney, Harmony
Rivas, Marta
Yaede, Johnathan

Day-to-Day Substitute Teacher, eff. 9/16/21 – 6/17/22
Day-to-Day Substitute Teacher, eff. 8/23/21 – 6/17/22
Day-to-Day Substitute Teacher, eff. 9/16/21 – 6/17/22

COACHES

Guilbert, Rico

Walk-On Coach, Freshman Boys Basketball, (EHS), eff. 2020 – 2021

CLASSIFIED PERSONNEL

RETIREMENTS

Chase, Laura
Piazza, Anthony

Director of Food Services (CY), 8 hrs/day, eff. 4/1/22
Cook Manager, 8 hrs/day, eff. 9/17/22

RESIGNATIONS

Roberts, Kehaulani

Instr Asst Spec Ed III (Washington) 6 hrs/day, eff. 9/24/21

ASSIGNMENTS

Bengtson, Mikaylah
Bengtson, Mikaylah
Boone, Logan
Christensen, Don
Cramer, George
Duncan, Sarah
McDonnell, Megan
Olson, Spencer
Ramos, Gabriel
Smith, Lucille
Vasquez, Josie

Monitor (Washington), 4 hrs/day, eff. 9/13/21
After-School Program Asst (Washington), 3 hrs/day, eff. 9/13/21
Classroom Aide (Alice Birney) 5 hrs/day, eff. 09/10/21
Instr Asst Spec Ed III (DW), 6.75 hrs/day, eff. 8/24/21
Monitor (Zane), 3 hrs/day, eff. 9/14/21
Mental Health/Crisis Counselor (DW), 8 hrs/day, eff. 9/13/21
Secondary School Attendance Clerk (Zane), 8 hrs/day, eff. 9/17/21
Secondary Math Technician (EHS), 4 hrs/day, eff. 9/21/21
After-School Program Assistant (Washington), 3 hrs/day, eff. 9/13/21
Classroom Aide (Alice Birney), 5 hrs/day, eff. 9/20/21
Elementary Library Technician (Washington), 4 hrs/day, eff. 9/27/21

SPECIAL APPOINTMENTS

Adair, Cassandra
Anderson, Lisa
Jacobson, Lou
Kerr, Lynette
Letter, Madisyn
Lee, Loua
Maldonaldo, Daniel
McCartney, Abigale
Mendez, Maguel
Mendez, Maguel
Mendez, Maguel
Mendez, Maguel
Myers, Patricia Gay

After-School Prog Asst (Washington), 2 hrs/day, eff. 8/23/21 – 6/16/22
After-School Prog Asst (Washington), 2 hrs/day, eff. 8/23/21 – 6/16/22
Fiscal Consultant (DO), Not to exceed 240 hours, eff. 9/8/21 - 6/30/22
Fiscal Svcs Support Consultant (DO), Not to exceed 240 hours. eff. 7/1/21 - 6/30/22
Behavioral Support Asst (Lafayette), 6 hrs/day, eff. 9/20/21 – 6/16/22
Monitor Sub, eff. 9/16/21
Food Service Worker Sub, eff. 7/30/21
Behavioral Support Asst (Washington), 6 hrs/day, eff. 10/4/21 – 6/16/22
Clerical Sub, eff. 10/1/21
Literacy Technician Sub, eff. 10/1/21
Instructional Assistant Sub, eff. 10/1/21
Monitor Sub, eff. 10/1/21
Clerical Sub, eff. 9/13/21

Olson, Dianna	Food Service Worker Sub, eff. 7/13/21
Perez, Melody	Monitor Sub, eff. 8/25/21
Ramirez-Moctezuma, Elisaveth	Food Service Worker Sub, eff. 09/10/21
Redman, Angelina	Food Service Worker Sub, eff. 7/13/21
Redman, Angelina	Monitor Sub, eff. 7/13/21
Richmond, Patricia	Custodian Sub, eff. 9/15/21
Richmond, Patricia	Monitor Sub, eff. 9/15/21
Sample, Hanna	Clerical Sub, eff. 8/25/21
Treat, Natalie	Monitor Sub, eff. 9/9/21
Viale, Diane	Clerical Sub, eff. 7/1/21
Williamson, Caleb	Instructional Assistant Sub, eff. 9/7/21

CHANGE OF STATUS

Baker, Stacy	From: Monitor (Grant), 4 hrs/day and Lit Tech (Grant), 1.5 hrs/day To: Classroom Aide (Grant), 5 hrs/day and Lit Tech (Grant), 1.5 hrs/day, eff. 8/23/21
Bertain, Jeff	From: Instr Asst Spec Ed III (DW), 6 hrs/day To: Instr Asst Spec Ed III (DW), 6.5 hrs/day, eff. 8/23/21
Boone, Logan	From: Classroom Aide (AB), 5 hrs/day To: Classroom Aide (AB), 6 hrs/day, eff. 9/14/21
Bricco, June	From: Secondary School Attendance Clerk (Zane), 8 hrs/day To: Student Svcs Coord (Winship), 5 hrs/day, eff. 8/16/21, and Monitor (Winship), 3 hrs/day, eff. 8/23/21
Fimbres, Marion	From: English Learner Tech (Lafayette), 3 hrs/day To: English Learner Tech (Winship), 4 hrs/day, eff. 8/30/21
Fix, Alia	From: Instr Asst Spec Ed I (DW), 6 hrs/day To: Instr Asst Spec Ed III (DW), 6.5 hrs/day, eff. 8/23/21
Huffman, Shiloh	From: Lit Tech (Alice Birney), 3 hrs/day and Monitor (Alice Birney), 3 hrs/day To: Classroom Aide (Alice Birney), 5 hrs/day eff. 8/23/21
Keely, Melissa	From: Instr Asst Spec Ed I (DW), 4.8 hrs/day To: Instr Asst Spec Ed III (DW), 4.8 hrs/day, eff. 9/1/21
Kleyn-Schoorel, Teresa	From: Campus Supervisor (Winship), 4 hrs/day and Monitor (Winship), 3.5 hrs/day To: Secondary School Attendance Clerk (Winship), 7 hrs/day, eff. 8/23/21
Landry, Kristy	From: Elementary Library Technician (Washington), 4 hrs/day and Intermediate Clerk Typist (Washington), 3 hrs/day

	To: Classroom Aide (Washington), 5 hrs/day and Intermediate Clerk Typist (Washington), 3 hrs/day, eff. 8/23/21
Myer, Julie	From: Instr Asst Spec Ed II (Alice Birney), 5.75 hrs/day To: Classroom Aide (Alice Birney), 5 hrs/day, eff. 8/23/21 To: Classroom Aide (Alice Birney), 6 hrs/day, eff. 9/7/21
Omwake, Heather	From: Literacy Technician (Washington), 3 hrs/day To: Literacy Technician (Washington), 4 hrs/day, eff 8/23/21
Onstad, Mary	From: Literacy Technican (Washington), 3 hrs/day and Instr Asst Spec Ed I (Alice Birney), 1.4 hrs/day To: Literacy Technician (Washington), 4 hrs/day, eff. 8/23/21
Pope, Maria Teresa	From: Literacy Technician (Alice Birney), 3 hrs/day To: Litearcy Technician (Alice Birney), 4.5 hrs/day, eff. 8/30/21
Pruyn, Britt	From: Instr Asst Spec Ed III (DW). 6 hrs/day To: Instr Asst Spec Ed III (DW), 6.75 hrs/day, eff. 9/1/21
Rainwater, Jana	From: Instr Asst Spec Ed III (DW), 6 hrs/day To: Behavioral Support Asst (Alice Birney), 6 hrs/day, eff. 8/23/21 - 6/16/22
Scott, Ashtyn	From: Monitor (Alice Birney), 3 hrs/day and Monitor (Alice Birney), 3.5 hrs/day To: Classroom Aide (Alice Birney), 6 hrs/day and After-School Prog Asst (Alice Birney), 2 hrs/day, eff. 8/23/21 - 6/16/22

LEAVE OF ABSENCE

Garret, Sarah	From: Instr Asst Spec Ed I (DW), 6 hrs/day To: Medical Leave, eff. 8/23/21 - 9/9/21
Santiago, Alexander	From: School Bus Mechanic (CY), 8 hrs/day To: Partial Parental Leave, eff. 9/28/21 - 10/19/21 (approximate)

Eureka City Schools Board of Education

AGENDA ITEM

Agenda Title: Acceptance of the No-Cost Extension for the Arts Integration Project (Create Humboldt) Grant Award Notification

Meeting Date: October 7, 2021

Item: Consent

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

The Governing Board is being asked to accept the extension of the Arts Integration (Create Humboldt) Grant Award Notification.

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

Create Humboldt is a federal grant which targets students in grades 3-5 in ECS, KTJUSD, Fortuna Elementary, and Arcata Elementary School District. The 2020-21 school year was the final implementation year of the grant, but ECS was eligible to apply for a no-cost extension for the 2021-22 school year.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 7: VISUAL AND PERFORMING ARTS PROGRAMS

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

The Create Humboldt Grant was set to expire in June of 2021. The District applied for a no-cost extension and was approved.

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

\$374,716.00 for the 2021-22 school year

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

Michael Davies-Hughes, Assistant Superintendent, Educational Services

ATTACHMENTS:

Description

▣ GAN



US Department of Education
Washington, D.C. 20202

U351C170076 - 20

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME Eureka City Schools, A Unified District 2100 J Street Eureka, CA 95501 - 0000	2	AWARD INFORMATION PR/AWARD NUMBER U351C170076 - 20 ACTION NUMBER 7 ACTION TYPE Administrative AWARD TYPE Discretionary (Research and Development)								
3	PROJECT STAFF RECIPIENT PROJECT DIRECTOR Heather Gaiera (707) 441-2400 gaierah@eurekacityschools.org EDUCATION PROGRAM CONTACT Asheley McBride (202) 453-6398 asheley.mcbride@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 edcaps.user@ed.gov	4	PROJECT TITLE 84.351C Creative Learning and Access in Northern California for Innovative Education (CLANCIE)								
5	KEY PERSONNEL <table><thead><tr><th><u>NAME</u></th><th><u>TITLE</u></th><th><u>LEVEL OF EFFORT</u></th></tr></thead><tbody><tr><td>Heather Gaiera</td><td>Project Director</td><td>25 %</td></tr></tbody></table>			<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Heather Gaiera	Project Director	25 %		
<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>									
Heather Gaiera	Project Director	25 %									
6	AWARD PERIODS <table><tbody><tr><td>BUDGET PERIOD</td><td>10/01/2020 - 09/30/2022</td></tr><tr><td>PERFORMANCE PERIOD</td><td>10/01/2017 - 09/30/2022</td></tr><tr><td>FUTURE BUDGET PERIODS</td><td></td></tr><tr><td>N/A</td><td></td></tr></tbody></table>			BUDGET PERIOD	10/01/2020 - 09/30/2022	PERFORMANCE PERIOD	10/01/2017 - 09/30/2022	FUTURE BUDGET PERIODS		N/A	
BUDGET PERIOD	10/01/2020 - 09/30/2022										
PERFORMANCE PERIOD	10/01/2017 - 09/30/2022										
FUTURE BUDGET PERIODS											
N/A											
7	AUTHORIZED FUNDING <table><tbody><tr><td>THIS ACTION</td><td>N/A</td></tr><tr><td>BUDGET PERIOD</td><td>\$374,716.00</td></tr><tr><td>PERFORMANCE PERIOD</td><td>\$1,384,152.00</td></tr></tbody></table>			THIS ACTION	N/A	BUDGET PERIOD	\$374,716.00	PERFORMANCE PERIOD	\$1,384,152.00		
THIS ACTION	N/A										
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PERFORMANCE PERIOD	\$1,384,152.00										
8	ADMINISTRATIVE INFORMATION <table><tbody><tr><td>DUNS/SSN</td><td>086608247</td></tr><tr><td>REGULATIONS</td><td>CFR PART EDGAR EDGAR AS APPLICABLE 2 CFR AS APPLICABLE</td></tr><tr><td>ATTACHMENTS</td><td>N/A</td></tr></tbody></table>			DUNS/SSN	086608247	REGULATIONS	CFR PART EDGAR EDGAR AS APPLICABLE 2 CFR AS APPLICABLE	ATTACHMENTS	N/A		
DUNS/SSN	086608247										
REGULATIONS	CFR PART EDGAR EDGAR AS APPLICABLE 2 CFR AS APPLICABLE										
ATTACHMENTS	N/A										
9	LEGISLATIVE AND FISCAL DATA <table><tbody><tr><td>AUTHORITY:</td><td>PL 107-110 V ELEMENTARY & SECONDARY EDUCATION ACT OF 1965, AS AMENDED BY NO CHILD LEFT BEHIND</td></tr><tr><td>PROGRAM TITLE:</td><td>ARTS IN EDUCATION</td></tr><tr><td>CFDA/SUBPROGRAM NO:</td><td>84.351C</td></tr></tbody></table>			AUTHORITY:	PL 107-110 V ELEMENTARY & SECONDARY EDUCATION ACT OF 1965, AS AMENDED BY NO CHILD LEFT BEHIND	PROGRAM TITLE:	ARTS IN EDUCATION	CFDA/SUBPROGRAM NO:	84.351C		
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PROGRAM TITLE:	ARTS IN EDUCATION										
CFDA/SUBPROGRAM NO:	84.351C										



**US Department of Education
Washington, D.C. 20202**

U351C170076 - 20

GRANT AWARD NOTIFICATION

10

PR/AWARD NUMBER: U351C170076 - 20
RECIPIENT NAME: Eureka City Schools, A Unified District
GRANTEE NAME: EUREKA UNIFIED SCHOOL DISTRICT
2100 J ST,
EUREKA, CA 95501 - 3055
PROGRAM INDIRECT COST TYPE: Restricted
PROJECT INDIRECT COST RATE: 5.21%

TERMS AND CONDITIONS

- (1) THE BUDGET PERIOD AND PERFORMANCE PERIOD FOR THIS PROJECT ARE CHANGED TO THE DATES IN BLOCK 6. NO ADDITIONAL FUNDS ARE PROVIDED BY THIS ACTION.

AUTHORIZING OFFICIAL

DATE

Ver. 1

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

- 1. RECIPIENT NAME** - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.
- 2. AWARD INFORMATION** - Unique items of information that identify this notification.
 - PR/AWARD NUMBER** - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
 - ACTION NUMBER** - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
 - ACTION TYPE** - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
 - AWARD TYPE** - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.
- 3. PROJECT STAFF** - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
 - *RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
 - EDUCATION PROGRAM CONTACT** - The U.S. Department of Education staff person responsible for the programmatic, administrative and business management concerns of the Department.
 - EDUCATION PAYMENT CONTACT** - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- 4. PROJECT TITLE AND CFDA NUMBER** - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
- 5.* KEY PERSONNEL** - Name, title and percentage (%) of effort the key personnel identified devotes to the project.
- 6. AWARD PERIODS** - Project activities and funding are approved with respect to three different time periods, described below:
 - BUDGET PERIOD** - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
 - PERFORMANCE PERIOD** - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
 - *FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
- 7. AUTHORIZED FUNDING** - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
 - *THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
 - *BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.
 - *PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.
 - RECIPIENT COST SHARE** - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
 - RECIPIENT NON-FEDERAL AMOUNT** - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
- 8. ADMINISTRATIVE INFORMATION** - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

DUNS/SSN - A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.

***REGULATIONS** - Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

***ATTACHMENTS** - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

9. LEGISLATIVE AND FISCAL DATA - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS -

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.

AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

10. TERMS AND CONDITIONS - Requirements of the award that are binding on the recipient.

***PARTICIPANT NUMBER** - The number of eligible participants the grantee is required to serve during the budget year.

***GRANTEE NAME** - The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the DUNS number registered in SAM under the name and address appearing in this field. This name, address and the associated DUNS is what is displayed in the SAM Public Search.

***PROGRAM INDIRECT COST TYPE** - The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

***PROJECT INDIRECT COST RATE** - The indirect cost rate applicable to this grant.

***AUTHORIZING OFFICIAL** - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

* This item differs or does not appear on formula and block grants.

Eureka City Schools Board of Education

AGENDA ITEM

Agenda Title: Consideration of Student Retention (Student #28140)

Meeting Date: October 7, 2021

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 #28140.

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 October 7, 2021.

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

Eureka City Schools Board of Education

AGENDA ITEM

Agenda Title: Consideration of Interdistrict Attendance Agreement for the 2022-2023 School Year

Meeting Date: October 7, 2021

Item: Discussion/Action

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

The Governing Board is asked to discuss and consider taking action on the Interdistrict Attendance Agreement for the 2022-23 School Year.

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)*

Board Approval of past IDT agreements:

- February 15, 2018
- June 27, 2019
- June 28, 2020

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

As of September 23, 2021, Eureka City Schools has over 800 students out on interdistrict transfers, which equates to over \$9,600,000 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

- ▣ Copy from HCOE with Markups/Changes from Previous

- ▢ Proposed from HCOE - Final IDT Agreement - with Attachments

INTERDISTRICT ATTENDANCE AGREEMENT

Effective July 1, 2021

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. The parties agree to the terms of this Agreement through June 30, 2022. This Agreement affects student enrollment upon district board approval and through the 2022-2023 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, the parties recognize that a county-wide 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.
- 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, 2021 or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2022. 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. Interdistrict transfer requests for the 2022-2023 school year shall be governed by this Agreement if the request was made within the timeframes a party was bound by 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 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 at 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 1.
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). 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:

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.

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.

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 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 DOA 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 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: _____

INTERDISTRICT ATTENDANCE AGREEMENT

Effective July 1, 2021

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. The parties agree to the terms of this Agreement through June 30, 2022. This Agreement affects student enrollment upon district board approval and through the 2022-2023 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, the parties recognize that a county-wide 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.
- 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, 2021 or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2022. 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. Interdistrict transfer requests for the 2022-2023 school year shall be governed by this Agreement if the request was made within the timeframes a party was bound by 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 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 at 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 1.
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). 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:

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.

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.

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 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 DOA 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 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: _____

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 2022-2023

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 it is approved, it will be forwarded to the **District of Proposed Enrollment (DPE)**. **Only new requests submitted between December 1st and February 1st 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"/> Sibling(s) at school? Sibling Grade(s): _____ Sibling Name(s): _____	<input type="checkbox"/> Renewal <input type="checkbox"/> No change in address <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 2022-2023:
	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.
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 District of Proposed Enrollment (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 2022-2023

Comments:

Date of action by DOR

Authorizing Signature: _____

Title: _____

District: _____

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

Decision: ☐ Approved ☐ Denied ☐ Denied, but on waitlist for the school year 2022-2023

Comments:

Date of action by DPE

Authorizing Signature: _____

Title: _____

District: _____

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.)**

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

Acuerdo anual de transferencia de asistencia interdistrital **para distritos escolares en el Condado de Humboldt para el año escolar 2022-2023**

Date Request Received
by DOR
(para uso de las escuelas)

Parte A

Padre / tutor: Complete los pasos correspondientes en las páginas 1 y 2 sombreados en gris y luego envíelos a su distrito de residencia (*DOR*-siglas en inglés). Si se aprueba, se enviará al distrito de inscripción propuesta (*DPE*-siglas en inglés). Solo las solicitudes nuevas enviadas entre el 1 de diciembre y el 1 de febrero cuentan con la aprobación del *DOR*, sujeto a actividades de inscripción razonables. (Consulte la oficina de distrito del *DOR* para conocer las excepciones e información sobre actividades de inscripción razonables). Si ambos distritos lo aprueban y usted acepta los términos y condiciones adicionales requeridos por el (los) distrito (s), puede inscribir a su estudiante en el *DPE*.

Distrito de residencia _____ Distrito de inscripción propuesta _____

Jóvenes de crianza (acogida) <input type="checkbox"/> Sí <input type="checkbox"/> No <input type="checkbox"/> Desconocido	Jóvenes sin hogar/"McKinney-Vento" <input type="checkbox"/> Sí <input type="checkbox"/> No <input type="checkbox"/> Desconocido
En caso afirmativo o desconocido para cualquier de los susodichos hechos, por favor comuníquese con el enlace encargado para casos de jóvenes de crianza o sin hogar del distrito de residencia o con la oficina de servicios de educación para jóvenes y sin hogar de la Oficina de Educación del Condado de Humboldt al 707-445-7187 antes de continuar con la solicitud.	

Completar todas las secciones	PASO 1: Para ser completado por el padre / tutor (en letra de molde)		<input type="checkbox"/> Nueva aplicación <input type="checkbox"/> ¿Hermano(s) en la escuela? Grado(s) de hermanos: _____ Nombre(s) de hermanos: _____	<input type="checkbox"/> Renovación de contrato <input type="checkbox"/> Sin cambio de domicilio <input type="checkbox"/> Cambio de domicilio
	¿Ha solicitado una transferencia a otro distrito para este mismo año escolar? <input type="checkbox"/> Sí <input type="checkbox"/> No Si es sí, favor de hacer una lista de todas: _____		Grado o curso del estudiante en el año escolar 2022-2023: _____	
	Nombre del estudiante (apellido, nombre)		Fecha de nacimiento	
	Escuela de asistencia actual o pasada			
	Domicilio del estudiante		Ciudad, código postal	
	Nombre del padre / tutor			
	Teléfono Principal	Teléfono alternativo	Domicilio de correo electrónico	

PASO 2: Completado por el padre / tutor legal solo para las solicitudes nuevas
Razón por la petición: <input type="checkbox"/> Cuidado para niños (guardería) <input type="checkbox"/> Trabajo de los padres <input type="checkbox"/> Otra (explica debajo)
Si la razón es el empleo de los padres o el cuidado de los niños, indique el nombre, la dirección y el número de teléfono del cuidado de los niños o el trabajo a continuación. Cualquier información adicional que desee proporcionar puede incluirse a continuación (use páginas adicionales según sea necesario):
Si la razón es "otra", explique lo más completa y claramente posible. Incluya todos los detalles relevantes.
¿Qué servicios especiales ha recibido el estudiante? (Marque todo lo que corresponda) <input type="checkbox"/> Programa de estudiantes talentosos (GATE) <input type="checkbox"/> Sección 504 <input type="checkbox"/> Educación especial <input type="checkbox"/> Aprendiz del inglés <input type="checkbox"/> Ningún
Si el estudiante está recibiendo servicios de educación especial, ¿cuál es su ubicación actual (adjunte <i>IEP</i>)? <input type="checkbox"/> Clase especial durante el día (SDC) <input type="checkbox"/> Recursos (RSP) <input type="checkbox"/> Habla y lenguaje <input type="checkbox"/> Evaluación pendiente
¿Está el estudiante actualmente pendiente de acción disciplinaria o bajo una orden de expulsión? <input type="checkbox"/> Sí <input type="checkbox"/> No

He leído los términos y condiciones y entiendo las regulaciones y políticas que rigen los permisos de asistencia entre distritos y, por este medio, presento mi solicitud. También entiendo que la aprobación o denegación de esta solicitud y la revocación del permiso están sujetas a los términos de este permiso y las políticas y / o regulaciones de los distritos individuales. Entiendo que esta información puede ser verificada y que la información inexacta o falsa puede hacer que mi solicitud sea rechazada o revocada. Certifico bajo pena de perjurio que la información proporcionada anteriormente es verdadera y correcta a mi leal saber y entender. También entiendo y acepto los términos anteriores.

Firma del Padre / Tutor _____ Fecha _____

Nombre del estudiante _____

Parte B: Términos y condiciones:

Los siguientes términos y condiciones se aplican a este permiso si es aprobado por ambos distritos:

1. Se requerirá que los estudiantes vuelvan a solicitar asistencia interdistrital para cualquier año escolar subsiguiente.
2. Según lo permitido por la ley, el permiso puede ser revocado por cualquiera de los distritos de conformidad con sus políticas y regulaciones y los términos y condiciones aplicables en la parte C y / o D. Los motivos para la revocación del permiso incluyen, entre otros, el fracaso de un alumno para lograr un progreso académico satisfactorio, seguir las reglas de conducta establecidas o mantener la asistencia regular, según lo determine el distrito de la inscripción propuesta.
3. Ningún distrito será responsable del transporte de alumnos a menos que sea requerido por la ley.
4. El Distrito de inscripción propuesta (DPE) será responsable de los servicios de educación especial y los costos relacionados.
5. La aprobación de este permiso no garantiza la elegibilidad atlética.

Parte C: Acción del distrito de residencia (completado por el DOR):

Decisión: ☐ Aprobado ☐ Denegado para el año escolar 2022-2023

Comentario:

Firma autorizada: _____

Título: _____

Distrito: _____

Date of action by DOR
(para uso de las escuelas)

Parte D: Acción del distrito de inscripción propuesta (completado por DPE):

Decisión: ☐ Aprobado ☐ Denegado ☐ Denegado, aún añadido a lista de espera para el año escolar 2022-2023

Comentario:

Firma autorizada: _____

Título: _____

Distrito: _____

Date of action by DPE
(para uso de las escuelas)

Si uno o ambos distritos niegan el permiso, puede comunicarse con la Oficina de Educación del Condado de Humboldt al 445-7171 si desea información sobre el proceso de apelación o visitar el sitio web <https://www.hcoe.org/inter-district/>. **(Se debe presentar una solicitud de apelación de asistencia entre distritos ante la Junta de Educación del Condado de Humboldt dentro de los treinta (30) días calendario posteriores a la notificación de que la solicitud fue denegada).**

El padre / tutor y cada distrito deben recibir y conservar una copia de este formulario.

Eureka City Schools Board of Education

AGENDA ITEM

Agenda Title: New Classified White Collar Job Description - Covid Testing Support Aide

Meeting Date: October 7, 2021

Item: Discussion/Action

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

The Board is asked to approve the new White Collar job description for a Covid Testing Support Aide. The creation of this position was discussed with CSEA, and the draft job description was sent to CSEA for review September 13, 2021. CSEA and the District met September 15, 2021 to review the salary placement and agreed 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)*

This position is created to provide site support and responsibility for Covid testing and recordkeeping.

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)*

Not applicable.

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

The proposed range is White Collar Range 7, which is \$17.38 - \$27.61/hr.

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

- Covid Testing Support Aide Job Description

Covid Testing Support Aide

Purpose Statement

The job of the Covid Testing Support Aide is done for the purpose of assisting with the process of Covid testing students and staff as needed. Testing, contact tracing, notification, and reporting follow a defined process. This position requires prioritization, prompt action, and attention to detail in documentation and data management.

Essential Functions:

- Under the direction of Student Services and school site administration, this position is primarily responsible for the site's testing process.
- Responds to inquiries from students, teachers, and school personnel for the purpose of solving problems, communicating information, etc.
- Sets up and organizes designated Covid testing area including signage and preparation of testing materials.
- Checks students and staff in and out as part of the testing process.
- Manages testing samples to ensure secure accurate chain of custody.
- Maintains testing supplies and coordinates orders with the Student Services Department as needed.
- Distributes testing materials as needed to others involved in the testing process.
- Oversees and observes Covid test administration to ensure it's done according to the protocol.
- Prepares samples for check out.
- Guides and enforces Covid safety compliance (6 feet distancing, mask use).
- Monitors students in the Covid isolation room.
- Supports students and staff with strategies to ensure viable sample collection.
- Supports Covid Testing team as needed.
- Utilizes a computer with appropriate access to required applications, databases, and/or web-based platforms, daily.
- Documents pertinent information in Covid-19 contact tracing forms, and enters data into health department data/surveillance systems while adhering to protocols for completeness, accuracy, timeliness, and frequency.
- Gathers information from anyone who tests positive in order to contact trace and provides information regarding next steps and isolation protocol.
- Initiates prompt communication with individuals exposed to COVID-19 (contacts) through text, phone calls, email, and other communication platforms as necessary
- Provides approved information and guidance on quarantine procedures and what to do if symptoms develop.
- Notifies Personnel when any employee tests positive to allow for appropriate follow-up and reporting requirements.
- Participates in requisite trainings, regular program meetings, and quality monitoring improvement activities

- Under the direction of the credentialed school nurse, assists in providing specialized treatments and monitoring medical treatments for students with Individual Health Care Plans

Other Functions:

- Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.

Job Requirements: Minimum Qualifications

- **SKILLS** are required to perform multiple technical tasks with an occasional need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: administering Covid tests; administering first aid; operating standard office equipment; preparing and maintaining accurate records; utilizing pertinent software applications; and adhering to safety practices.
- **KNOWLEDGE** is required to perform basic math; read technical information; enter data; and solve practical problems. Specific knowledge required to satisfactorily perform the functions of the job includes; health standards and hazards.
- **ABILITY** is required to schedule activities; often gather, collate, and/or classify data; and use basic job related equipment. Flexibility is required to work with others under a wide variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using defined methods. Ability is also required to work with a diversity of individuals and/or groups; work with data of similar types and/or purposes; and utilize job related equipment. In working with others, problem solving is required to analyze issues, create plans of actions and reach solutions. Problem solving with data requires following prescribed guidelines; and problem solving with equipment is limited. Specific abilities required to satisfactorily perform the functions of the job include: maintaining confidentiality; working as a part of a team; communicating in a positive, non-threatening manner; building effective relationships; and energy to maintain a work schedule in an intensive, emotionally stressful environment.

Responsibility

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising other persons; and operating within a defined budget and/or financial guidelines. Utilization of resources from other work units may be required to perform the job's functions. There is a continual opportunity to significantly impact the organization's services.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: Some lifting, carrying, pushing, and/or pulling; some climbing and balancing; some stooping, kneeling, crouching and/or crawling; significant reaching, handling, fingering and/or feeling. Generally the job requires 50% sitting, 25%

walking and 25% standing. The job is performed under minimal temperature variations, some hazardous conditions (e.g. mechanical, cuts, burns, infectious disease, high decibel noise, etc.), and in a clean atmosphere.

Experience: Job related experience is required
Strong verbal and written communication skills
CNA Experience is a plus

Education: High School Diploma or Equivalent

Certificates and Clearances:
Valid CA Driver's License
Must pass Criminal Justice/ fingerprint clearance

FLSA Status: Non-exempt

Salary Grade: White Collar Range 7

Continuing Education/Training

As Needed

*CPI Training Certificate

*CPR/First Aid Certificate

* To be completed within the first six months or 130 days of employment.

Eureka City Schools Board of Education

AGENDA ITEM

Agenda Title: Discuss Trustee Boundary/2020 Census Analysis Completed by SchoolWorks, Inc.

Meeting Date: October 7, 2021

Item: Consent

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

The Governing Board is asked to discuss the Trustee Boundary/2020 Census Analysis completed by SchoolWorks, Inc. - 2020 Census Data

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

In May 2021, the Board approved a contract with SchoolWorks, Inc. relating to Trustee Boundary Areas. The Trustee Boundary Analysis by SchoolWorks, Inc. consists of two parts - (1) a Census Boundary Analysis and, if needed, (2) a Trustee Boundary Re-Balancing. The contract with SchoolWorks, Inc., allows for both parts of the project, if needed.

The purpose of a Trustee Boundary Analysis is to ensure that the trustee areas are in compliance with the requirement for equal representation based on the newest data available from the 2020 Census. California Code, Education Code - EDC § 5019.5 states that the boundaries of the trustee areas shall be adjusted by the governing board of each school district before the first day of March of the year following the year in which the results of each decennial census are released.

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 Board approved the contract with SchoolWorks, Inc. on May 13, 2021.

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

Trustee Boundary Analysis

Census Boundary Analysis: \$2,000

Trustee Boundary Re-Balancing: \$3,500

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

Fred Van Vleck, Superintendent

ATTACHMENTS:

Description

- ▣ Presentation
- ▣ Trustee Boundary Analysis



2020 Trustee Boundary Analysis

Eureka City School District

INTRODUCTION

Redistricting: the redrawing of election district boundaries.

Every ten years after the federal census, district lines must be adjusted to ensure that each district contains the same number of residents.

- **A district that currently utilizes trustee areas, is required to re-evaluate compliance with election laws and California Ed Code when the 2020 U.S. Census data becomes available.**
- **There is a legal deadline to complete the analysis and make any necessary adjustments by Feb 28, 2022.**
- **If the school board doesn't redistrict by Feb 28, 2022, the county committee on school district organization must adjust district boundaries**

TRUSTEE AREA ANALYSIS – Possible Results

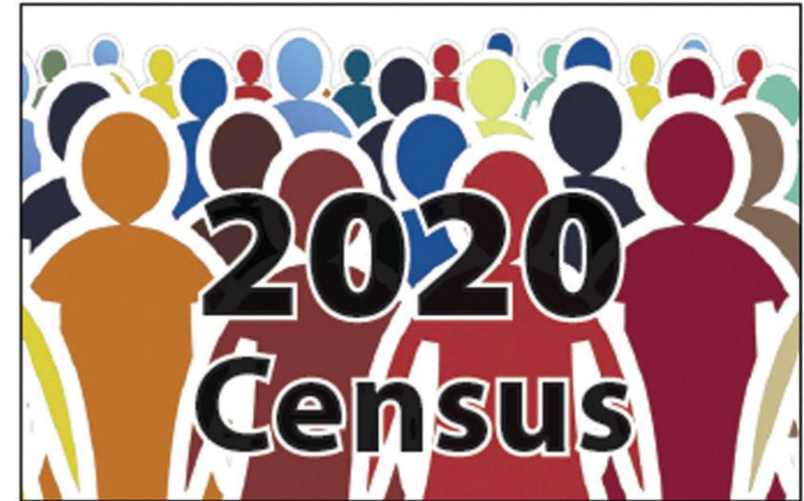
- **No Changes Needed - Trustee Areas still have relatively equal population and are within less than a 10% deviation**
- **Some Changes Needed - Trustee Areas need a slight adjustment of Census Blocks between Trustee Areas. New map needs to be approved by the school board.**
- **Implement New Maps - Trustee Areas have a greater than 10% deviation and need new maps drawn and approved by the school board.**

California Code, Education Code - EDC § 5019.5

Following each decennial federal census, and using population figures as validated by the Population Research Unit of the Department of Finance as a basis, the governing board of each school district or community college district in which trustee areas have been established, and in which each trustee is elected by the residents of the area he or she represents, shall adjust the boundaries of any or all of the trustee areas of the district so that one or both of the following conditions is satisfied:

(1) The population of each area is, as nearly as may be, the same proportion of the total population of the district as the ratio that the number of governing board members elected from the area bears to the total number of members of the governing board.

(2) The population of each area is, as nearly as may be, the same proportion of the total population of the district as each of the other areas.



REDISTRICTING STEPS

When the U.S. Census Bureau releases the 2020 data:

Align the current trustee boundaries with the Census 2020 geography using Census Blocks (smallest geographic unit used by the United States Census Bureau for tabulation)

Join the demographic data (PL 94-171) to the associated geographic data using GEOID

Determine the ideal trustee population (Total population divided by number of trustee areas)

Compute each trustee area's population characteristics

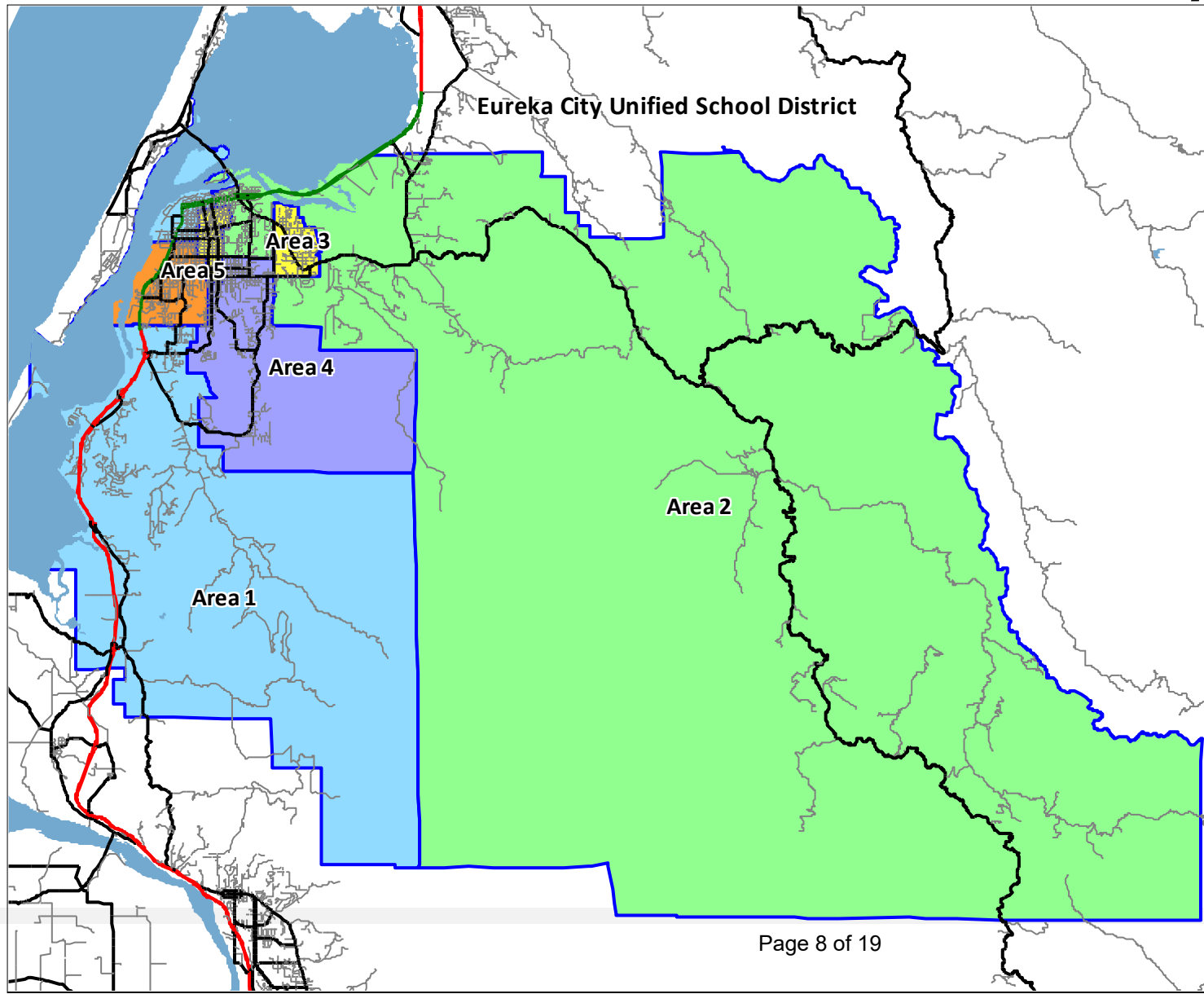
Calculate the total population percent deviation from ideal (the difference between the most and least populous trustee areas)

If the percent deviation is greater than 10%:

Develop up to three draft scenarios

Hold one public hearing to discuss and approve a new map

Current Trustee Area Boundary Map



2020 Total Population and Percent Deviation

**Eureka City Unified
Census 2020 Data Summary by Trustee Areas
Current Boundaries
Total Population Statistics**

Area:	1	2	3	4	5	Total
Trustees:	1	1	1	1	1	5
Population	10,220	8,879	10,445	10,235	9,903	49,682
% of Total Pop.	20.57%	17.87%	21.02%	20.60%	19.93%	
Ideal Pop.	9,936	9,936	9,936	9,936	9,936	
Ideal Pop. %	20.00%	20.00%	20.00%	20.00%	20.00%	
Deviation	284	-1,057	509	299	-33	<u>Peak</u> 1,566
Dev %	2.85%	-10.64%	5.12%	3.01%	-0.34%	15.76%

Peak Deviation may not exceed 10%.

2020 Demographics by Trustee Area

Census Data by Trustee Area including Racial/Ethnic details
Current Boundaries

Area:	1	%	2	%	3	%	4	%	5	%	Total	%
Trustees:	1		1		1		1		1		5	
Total Population	10220		8879		10445		10235		9903		49682	
Hispanic	1669	16.33%	893	10.06%	1533	14.68%	1085	10.60%	1553	15.68%	6733	13.55%
White - NH	6665	65.22%	6692	75.37%	6854	65.62%	7466	72.95%	6076	61.36%	33753	67.94%
Black - NH	157	1.54%	125	1.41%	243	2.33%	98	0.96%	181	1.83%	804	1.62%
American Indian - NH	433	4.24%	221	2.49%	314	3.01%	291	2.84%	349	3.52%	1608	3.24%
Asian - NH	369	3.61%	292	3.29%	487	4.66%	456	4.46%	709	7.16%	2313	4.66%
Pacific Islander - NH	66	0.65%	28	0.32%	57	0.55%	45	0.44%	106	1.07%	302	0.61%
Other - NH	72	0.70%	58	0.65%	74	0.71%	90	0.88%	96	0.97%	390	0.78%
Multiple Races - NH	789	7.72%	570	6.42%	883	8.45%	704	6.88%	833	8.41%	3779	7.61%
18+ Population	8290		7368		8394		8156		7661		39869	
Hispanic	1176	14.19%	652	8.85%	1044	12.44%	735	9.01%	1048	13.68%	4655	11.68%
White - NH	5730	69.12%	5750	78.04%	5880	70.05%	6266	76.83%	5046	65.87%	28672	71.92%
Black - NH	146	1.76%	105	1.43%	178	2.12%	84	1.03%	142	1.85%	655	1.64%
American Indian - NH	312	3.76%	184	2.50%	244	2.91%	193	2.37%	258	3.37%	1191	2.99%
Asian - NH	278	2.72%	218	2.46%	381	3.65%	302	2.95%	465	4.70%	1644	3.31%
Pacific Islander - NH	41	0.49%	26	0.35%	46	0.55%	39	0.48%	73	0.95%	225	0.56%
Other - NH	55	0.66%	45	0.61%	50	0.60%	57	0.70%	72	0.94%	279	0.70%
Multiple Races - NH	552	6.66%	388	5.27%	571	6.80%	480	5.89%	557	7.27%	2548	6.39%
CVAP	7688		7919		8871		8036		7414		39928	
Hispanic	850	11.06%	639	8.07%	847	9.55%	440	5.48%	592	7.98%	3368	8.44%
White - NH	5483	71.32%	6362	80.34%	7156	80.67%	7030	87.48%	5553	74.90%	31584	79.10%
Black - NH	157	2.04%	260	3.28%	137	1.54%	21	0.26%	57	0.77%	632	1.58%
American Indian - NH	257	3.34%	158	2.00%	292	3.29%	189	2.35%	107	1.44%	1003	2.51%
Asian - NH	261	3.39%	156	1.97%	206	2.32%	147	1.83%	718	9.68%	1488	3.73%
Pacific Islander - NH	145	1.89%	3	0.04%	54	0.61%	7	0.09%	0	0.00%	209	0.52%
Multiple Races - NH	535	6.96%	341	4.31%	179	2.02%	202	2.51%	387	5.22%	1644	4.12%

CONCLUSION

This report shows the current trustee boundary areas for the School Board and the statistics based on the 2020 Census data.

The peak deviation is shown to be 15.76% which is greater than 10%. The District will need to approve a new trustee boundary map that has a peak deviation of less than 10% by March 1st of 2022.

THANK YOU

Questions?



SchoolWorks, Inc.

8700 Auburn Folsom Rd, #200
Granite Bay, CA 95746
(916) 733-0402

~2020 TRUSTEE BOUNDARY ANALYSIS~ EUREKA CITY SCHOOL DISTRICT

2100 J STREET,
EUREKA, CA 95501
(707) 441-2400
FRED VAN VLECK, ED.D., SUPERINTENDENT

OCTOBER 2021



United States®
Census
2020

Introduction

School districts that use trustee areas to elect members of the school board are required to review the population in each trustee area after the release of the Census data every ten years. With the release of the 2020 Census data, the District is now required to determine if the populations are balanced between each trustee area.

This study reviews the population and demographics of the current trustee boundary areas using the 2020 Census data as provided by the State of California. Information for each of the five trustee areas is shown in addition to the totals for the district. The data tables have three sections. The first section shows the total population statistics. The second section is the 18 and over population statistics which is commonly referred to as the voter age population. The third section is the citizen voting age population (CVAP) statistics and is based on surveys of the community.

This report shows the ideal population size for each trustee area and the deviation as both a number and a percentage. The total deviation between the trustee area with the smallest population and the one with the largest population is shown as the peak deviation in our analysis for each of the three sections of our tables.

To meet the legal requirements of the State and Federal voting rights laws, the peak variance must be less than 10%. If the variance shown is greater than 10%, the district will be required to re-district and approve a new trustee area boundary map which results in a peak deviation of less than 10%. If the variance shown for the current trustee boundaries is less than 10%, then the district does not need to modify its trustee boundaries.

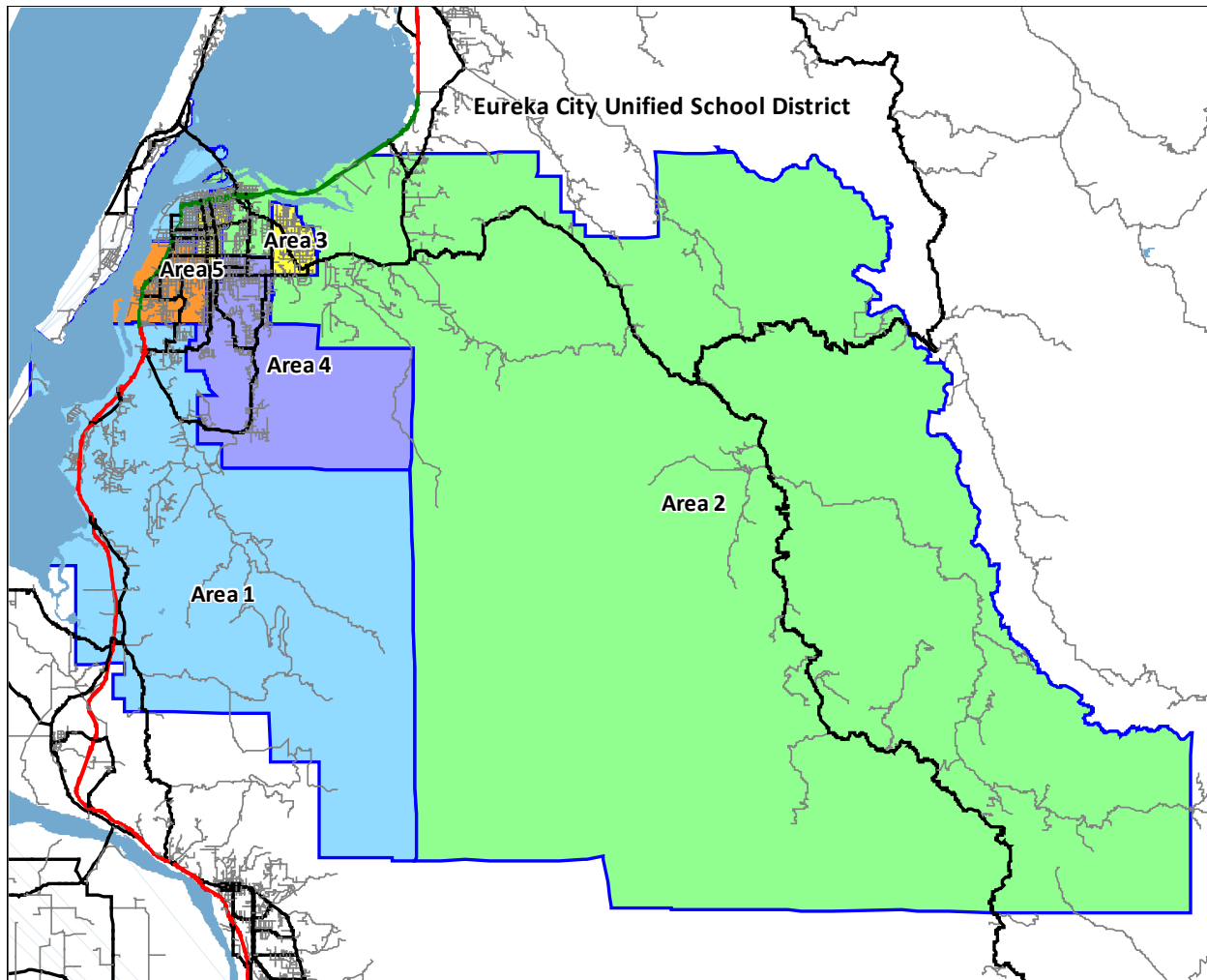
The Racial/Ethnic statistics are provided for the current trustee boundary areas. This detailed information is provided to illustrate the benefits of the trustee area election method.

The District will need to notify the County Office of Education and/or the County Committee it has met the requirements of re-districting by either certifying the current boundaries are balanced or approving a balanced trustee area map by March 1st of 2022.

Trustee Boundary Map and Analysis

This current trustee area map was analyzed using the 2020 Census block data which contains data on the population and the ethnicity or race for each individual and is grouped into blocks to protect the identity of individuals. The data is also provided for just those people that are at least 18 years old which would be representative of the adult population. The third category of the analysis is referred to as "CVAP" which is the Citizen Voting Age Population from the Census Special Tabulation from the American Community Survey 2015-2019.

Trustee Boundary Area Map



Each of the five trustee areas is shown as a separate color on this map. There may be some variations in the look of the map compared to previous maps as the boundaries are now based on the 2020 Census block geographies.

**Eureka City Unified
Census 2020 Data Summary by Trustee Areas
Current Boundaries**

Total Population Statistics

Area:	1	2	3	4	5	Total
Trustees:	1	1	1	1	1	5
Population	10,220	8,879	10,445	10,235	9,903	49,682
% of Total Pop.	20.57%	17.87%	21.02%	20.60%	19.93%	
Ideal Pop.	9,936	9,936	9,936	9,936	9,936	
Ideal Pop. %	20.00%	20.00%	20.00%	20.00%	20.00%	
Deviation	284	-1,057	509	299	-33	Peak 1,566
Dev %	2.85%	-10.64%	5.12%	3.01%	-0.34%	15.76%

Peak Deviation may not exceed 10%.

18+ Population Statistics

Area:	1	2	3	4	5	Total
Trustees:	1	1	1	1	1	5
18+ Population	8,290	7,368	8,394	8,156	7,661	39,869
% of Pop.	20.79%	18.48%	21.05%	20.46%	19.22%	
Ideal Pop.	7,974	7,974	7,974	7,974	7,974	
Ideal Pop. %	20.00%	20.00%	20.00%	20.00%	20.00%	
Deviation	316	-606	420	182	-313	Peak 1,026
Dev %	3.97%	-7.60%	5.27%	2.28%	-3.92%	12.87%

CVAP Statistics

Area:	1	2	3	4	5	Total
Trustees:	1	1	1	1	1	5
CVAP	7,688	7,919	8,871	8,036	7,414	39,928
% of Pop.	19.25%	19.83%	22.22%	20.13%	18.57%	
Ideal Pop.	7,986	7,986	7,986	7,986	7,986	
Ideal Pop. %	20.00%	20.00%	20.00%	20.00%	20.00%	
Deviation	-298	-67	885	50	-572	Peak 1,457
Dev %	-3.73%	-0.83%	11.09%	0.63%	-7.16%	18.25%

CVAP = Citizen Voting Age Population

The peak deviation for the total population statistics is 15.76% which is greater than 10% and therefore the current trustee boundary areas are not balanced and will need to be modified to comply with the voting rights election laws.

Eureka City Unified School District

Trustee Boundary Analysis



Census Data by Trustee Area including Racial/Ethnic details Current Boundaries

Area:	1	%	2	%	3	%	4	%	5	%	Total	%
Trustees:	1		1		1		1		1		5	
Total Population	10220		8879		10445		10235		9903		49682	
Hispanic	1669	16.33%	893	10.06%	1533	14.68%	1085	10.60%	1553	15.68%	6733	13.55%
White - NH	6665	65.22%	6692	75.37%	6854	65.62%	7466	72.95%	6076	61.36%	33753	67.94%
Black - NH	157	1.54%	125	1.41%	243	2.33%	98	0.96%	181	1.83%	804	1.62%
American Indian - NH	433	4.24%	221	2.49%	314	3.01%	291	2.84%	349	3.52%	1608	3.24%
Asian - NH	369	3.61%	292	3.29%	487	4.66%	456	4.46%	709	7.16%	2313	4.66%
Pacific Islander - NH	66	0.65%	28	0.32%	57	0.55%	45	0.44%	106	1.07%	302	0.61%
Other - NH	72	0.70%	58	0.65%	74	0.71%	90	0.88%	96	0.97%	390	0.78%
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Multiple Races - NH	535	6.96%	341	4.31%	179	2.02%	202	2.51%	387	5.22%	1644	4.12%

NH = Not of Hispanic Origin

CVAP = Citizen Voting Age Population

This table shows the racial/ethnic data for each of the current trustee areas based on the 2020 Census data. The trustee area with the highest White population percentage is Area 2. Area 1 has the highest Hispanic population percentage.

Conclusion

This report shows the current trustee boundary areas for the School Board and the statistics based on the 2020 Census data.

The peak deviation is shown to be 15.76% which is greater than 10%. The District will need to approve a new trustee boundary map that has a peak deviation of less than 10% by March 1st of 2022.

Eureka City School District

Census 2020 – Trustee Boundary Analysis

APPENDICES



California Code, Education Code – EDC §
5019.5

October 2021



**EDUCATION CODE - EDC****TITLE 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500]** *(Title 1 enacted by Stats. 1976, Ch. 1010.)***DIVISION 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500]** *(Division 1 enacted by Stats. 1976, Ch. 1010.)***PART 4. ELECTIONS [5000 - 5442]** *(Part 4 enacted by Stats. 1976, Ch. 1010.)***CHAPTER 1. Election of School District Board Members [5000 - 5095]** *(Chapter 1 enacted by Stats. 1976, Ch. 1010.)***ARTICLE 1. Elections [5000 - 5033]** *(Article 1 enacted by Stats. 1976, Ch. 1010.)*

5019.5. (a) Following each decennial federal census, and using population figures as validated by the Demographic Research Unit of the Department of Finance as a basis, the governing board of each school district or community college district in which trustee areas have been established, and in which each trustee is elected by the residents of the area the trustee represents, shall adjust the boundaries of any or all of the trustee areas of the district so that one or both of the following conditions is satisfied:

(1) The population of each area is, as nearly as may be, the same proportion of the total population of the district as the ratio that the number of governing board members elected from the area bears to the total number of members of the governing board.

(2) The population of each area is, as nearly as may be, the same proportion of the total population of the district as each of the other areas.

(b) The boundaries of the trustee areas shall be adjusted by the governing board of each school district or community college district, in accordance with subdivision (a), before the first day of March of the year following the year in which the results of each decennial census are released. If the governing board fails to adjust the boundaries before the first day of March of the year following the year in which the results of each decennial census are released, the county committee on school district organization shall do so before the 30th day of April of the same year.

The governing board of the school district or community college district shall reimburse all reasonable costs incurred by a county committee in adjusting the boundaries pursuant to this subdivision.

(c) Except to the extent that the adjustment of trustee area boundaries is necessary for the purposes set forth in this section, the authority to establish or abolish trustee areas, rearrange the boundaries of trustee areas, increase or decrease the number of members of the governing board, or adopt any method of electing governing board members may be exercised only as otherwise provided under this article.

(Amended by Stats. 2019, Ch. 29, Sec. 75. (SB 82) Effective June 27, 2019.)

Eureka City Schools Board of Education

AGENDA ITEM

Agenda Title: Information Only: November 2021 - Review of CDE Calendar of Events

Meeting Date: October 7, 2021

Item: Information Only

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

November 2021

California Sikh American Awareness and Appreciation Month

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

Good Nutrition Month

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

National Child Safety and Protection Month

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

National Native American Heritage Month

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

Election Day (11/2/2021)

The CDE encourages you to recognize Tuesday, November 2, 2021 as Election Day. Election Day for federal offices occurs on the Tuesday following the first Monday of November.

Retired Teachers Week (11/7/2021)

The CDE encourages you to recognize November 7–13, 2021 as Retired Teachers Week. Since 1998, the California Retired Teachers Association has sponsored Retired Teachers Week as a way to not only spotlight members'

extensive volunteerism but to encourage others to do the same.

American Education Week (11/14/2021)

The CDE encourages you to recognize November 14–20, 2021 as American Education Week.

National Family Week (11/21/2021)

The CDE encourages you to recognize November 21–27, 2021 as National Family Week. National Family Week has been observed during the week of Thanksgiving since 1987.

Thanksgiving Day (11/25/2021)

The CDE encourages you to recognize November 25, 2021 as Thanksgiving Day (California *Education Code* Section 37220). Thanksgiving Day is a United States national holiday celebrated annually on the fourth Thursday of November. All public schools and the CDE will be closed for the Thanksgiving Day holiday.

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

Information only.

STRATEGIC PLAN/PRIORITY AREA:

Subject does not apply to a Strategic Plan Priority Area

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

Not applicable.

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

Not applicable.

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

Not applicable.