Agenda Item 1. CALL TO ORDER/AGENDA

Subject:

- 1.1 Pledge of Allegiance
- 1.2 Agenda: Items to be removed from the agenda or changes to the agenda will be made at this time.

Action Requested:

- 1.1 None
- 1.2 Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

A trustee, administrator or a member of the public may request that an item be removed from the agenda or the order of the agenda be changed at the pleasure of the Board.

Agenda items may be added to the agenda if an "emergency situation" exists or "immediate action" is needed.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 2. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Subject:

2.1 Comments by the Public

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Board members or staff may choose to respond briefly to Public Comments.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 3. CONSENT AGENDA

Subject:

3.1 Consideration of Approval of Minutes for the June 17, 2019 Board Meeting

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The minutes from prior meetings are inspected, corrected if needed, and approved. This is a routine monthly process for the Board. The minutes for the June 17, 2019 board meeting are attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovettt, Lynda Speck

Northern United Charter Schools

Board of Directors

Special Board Meeting

June 17, 2019

Members Present: Bianca Garza, Briana Oesterle, Rosemary Kunkler

Members Absent: Jere Cox

Staff Present: Shari Lovett, Kirk Miller, Lynda Speck

Guests: None

- 1.0 CALL TO ORDER: Bianca Garza called the meeting to order at 12:26 pm.
 - 1.1 Pledge of Allegiance:
 - 1.2 Adjustments to the Agenda: There were no adjustments.
- **2.0 PRESENTATIONS:** There were no presentations.
- 3.0 CONSENT AGENDA:
 - 3.1 Approval of Warrants and Payroll for NU-Humboldt Charter School
 - 3.2 Approval of Warrants and Payroll for NU-Siskiyou Charter School
 - 3.3 Approval of Minutes for May 16, 2019
 - 3.4 Resignations, Hires, Leaves, and Change of Assignments

A motion to approve the consent agenda was made by Briana Oesterle and seconded by Rosemary Kunkler. Vote taken: Rosemary Kunkler- Aye, Briana Oesterle – Aye, Bianca Garza – Aye. Motion Carries.

- **4.0 PUBLIC COMMENTS:** There were none.
- 5.0 ACTION ITEMS TO BE CONSIDERED:
 - 5.1 Consideration of Approval of the Northern United Charter Schools Pay Schedule: Shari Lovett explained the changes to the proposed pay schedule. A motion to approve the Northern United Charter Schools pay schedule, effective July 1, 2019 was made by Rosemary Kunkler and seconded by Briana Oesterle. Vote taken: Rosemary Kunkler-Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.
 - 5.2 Consideration of the Adoption of the Humboldt/Del Norte SELPA Policy Manual for NU- Humboldt Charter School: Shari Lovett explained why we needed to adopt the SELPA policies. A motion to adopt the Humboldt/|Del Norte SELPA Policy Manual for NU-Humboldt Charter School was made by Briana Oesterle and seconded by Rosemary Kunkler. Vote taken: Rosemary Kunkler- Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.
 - **5.3** Consideration of the Adoption of the Valedictorian/Salutatorian Policy: Shari Lovett introduced the policy and answered questions about qualifications and grades. A motion

- to adopt the Valedictorian/Salutatorian Policy was made by Rosemary Kunkler and seconded by Briana Oesterle. Vote taken: Rosemary Kunkler- Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.
- 5.4 Consideration of Approval of the Co-Op Centralized Services Agreement for NU-Humboldt Charter School: Shari Lovett explained the services that the cooperative provides. A motion to approve the Co-Op Centralized Services Agreement for NU-Humboldt Charter School was made by Briana Oesterle and seconded by Rosemary Kunkler. Vote taken: Rosemary Kunkler- Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.
- Assurances with all Associated Data Collections and Reporting Requirements: A motion to adopt the NU-HCS Consolidated Application and General Assurances with all Associated Data Collections and Reporting Requirements was made by Briana Oesterle and seconded by Rosemary Kunkler. Vote taken: Rosemary Kunkler- Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.
- Assurances with all Associated Data Collections and Reporting Requirements: A motion to adopt the NU-SCS Consolidated Application and General Assurances with all Associated Data Collections and Reporting Requirements was made by Rosemary Kunkler and seconded by Briana Oesterle. Vote taken: Rosemary Kunkler-Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.
- 5.7 Consideration of Approval of Commercial Lease Agreement for 423 S. Broadway, Yreka for the 19/20 School Year: A motion to approve the Commercial Lease Agreement for 423 S. Broadway, Yreka for the 19/20 School Year was made by Briana Oesterle and seconded by Rosemary Kunkler. Vote taken: Rosemary Kunkler- Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.
- 5.8 Consideration of Approval of Lease Agreement for Alder St., Mt. Shasta for the 18/19 School Year: A motion to approve the lease agreement for Alder St., Mt. Shasta for the 18/19 school year was made by Rosemary Kunkler and seconded by Briana Oesterle. Vote taken: Rosemary Kunkler- Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.
- 5.9 Consideration of Approval of Lease Agreement for Alder St., Mt. Shasta for the 19/20 School Year: A motion to approve the lease agreement for Alder St., Mt. Shasta for the 19/20 school year was made by Briana Oesterle and seconded by Rosemary Kunkler. Vote taken: Rosemary Kunkler- Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.
- 5.10 Consideration of Approval of Lease Agreement for 505 S. Broadway, Yreka for the 19/20 School Year: A motion to approve the lease agreement for 505 S. Broadway, Yreka for the 19/20 school year was made by Briana Oesterle and seconded by Rosemary Kunkler. Vote taken: Rosemary Kunkler- Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.

- 5.11 Consideration for My Future, My Plan offered as Dual Enrollment for NU-Humboldt Charter School: A motion to approve My Future, My Plan as Dual Enrollment with amendments that reflect correct school name throughout the document was made by Rosemary Kunkler and seconded by Briana Oesterle. Vote taken: Rosemary Kunkler-Aye, Briana Oesterle Aye, Bianca Garza Aye. Motion Carries.
- 6.0 **DISCUSSION ITEMS:** There were no items.

7.0 REPORTS:

- 7.1 Enrollment and Attendance Report: In board packet.
- 7.2 Financial Report: In board packet.
- **7.3 Director's Report:** Shari Lovett reported to the board on both graduations, the fall summit, report cards, the requested meeting with Mike McGuire, additional grant funding for both schools and the extended time to spend the funds.
- **7.4 Northern United Humboldt Charter School:** Shari Lovett reported on what has been happening at NU-Humboldt Charter School.
- **7.5 Northern United Siskiyou Charter School:** Kirk Miller reported on what has been happening at NU Siskiyou Charter School.
- **7.6 Board Report:** Rosemary Kunkler spoke of how nice the turnout was for the awards ceremony for the Cutten Learning Center.

8.0 NEXT BOARD MEETING:

- **8.1 Possible Agenda Items:** Public hearings for the budgets, LCAPs, and the Federal Addendums for both schools, School Director's Contract.
- **8.2** Next Board Meeting: The next board meeting will be June 7, 2019.
- 9.0 ADJOURNMENT: Bianca Garza adjourned the meeting at 1:44 pm.

Agenda Item 3. CONSENT AGENDA

Subject:

3.2 Consideration of Resignations, Hires, Leaves, and Change of Assignments

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

This is a routine monthly process for the Board. The employment status changes for the month of June are attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovettt, Lynda Speck



Northern United Charter Schools

Resginations, Hires, and Leaves

For the Month of:	6/27/2019		
		Resignations	-
Name	Date	Location	Comments
	, , , , , , ,		
	X		
4	,		
		Hires	
Name	Date	Location	Comments
Wendy Kerr	8/1/2019	Both Schools	New Counselor
Y			
			,
		Leaves	
Name	Date	Location	Comments
	,		
			* **
		Change Of Assignment	
Name	Date	Location	Comments
			8

Subject:

4.1 Approval of the 2019-20 Local Control and Accountability Plan and Federal Addendum for NU-HCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board is legally required to have a public hearing prior to the approval of the LCAP. The LCAP will be considered for approval at the next Board meeting.

Using data and local stakeholder input, the LCAP attempts to capture and reduce to writing what our school does well and areas for growth. It represents the goals of all stakeholders and includes the resources the schools allocate to reach these goals.

At each Board meeting, the Board and the public will be notified of the Schools' progress on the LCAPs' goals and are encouraged to provide their input.

The administrative staff in cooperation with our business office, and the Humboldt County Office of Education (HCOE) have developed the 2019-20 LCAP.

This document was developed in coordination with the development of the 2019-20 school budget. The draft has been reviewed by HCOE and Northern United - Humboldt Charter School business office. The LCAP has three goals:

- 1. Northern United Humboldt Charter School will improve student performance outcomes in the core academic areas.
- 2. Northern United Humboldt Charter School will ensure that all students have access to an appropriate education and are provided ample opportunity to learn in environments that reflect 21st century learning.
- 3. Northern United Humboldt Charter School will improve school climate and parent/community involvement to promote and cultivate a positive, safe environment for all.

The Federal Addendum describes the use of federal dollars and how they correlate with state and local revenues.

LINK to NU-Humboldt LCAP
Link to NU-Humboldt Federal Addendum

Fiscal Implications:

The LCAP and budget mirror each other.

Contact Person/s: Shari Lovett, Julie Smith, and Tammy Picconi

Subject:

4.2 Approval of the 2019-20 Local Control and Accountability Plan and Federal Addendum for NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board is legally required to have a public hearing prior to the approval of the LCAP. The LCAP will be considered for approval at the next Board meeting.

Using data and local stakeholder input, the LCAP attempts to capture and reduce to writing what our school does well and areas for growth. It represents the goals of all stakeholders and includes the resources the schools allocate to reach these goals.

At each Board meeting, the Board and the public will be notified of the Schools' progress on the LCAPs' goals and are encouraged to provide their input.

The administrative staff in cooperation with our business office, and the Siskiyou County Office of Education (SCOE) have developed the 2019-20 LCAP.

This document was developed in coordination with the development of the 2019-20 school budget. The draft has been reviewed by SCOE and Northern United - Siskiyou Charter School business office. The LCAP has three goals:

- 1. Northern United Siskiyou Charter School will improve student performance outcomes in the core academic areas.
- 2. Northern United Siskiyou Charter School will ensure that all students have access to an appropriate education and are provided ample opportunity to learn in environments that reflect 21st century learning.
- 3. Northern United Siskiyou Charter School will improve school climate and parent/community involvement to promote and cultivate a positive, safe environment for all.

The Federal Addendum describes the use of federal dollars and how they correlate with state and local revenues.

Link to NU-Siskiyou LCAP
Link to NU-Siskiyou Federal Addendum

Fiscal Implications:

The LCAP and budget mirror each other.

Contact Person/s: Shari Lovett, Kirk Miller

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.3 Approval of 2019-20 Final Budget Adoption NU-HCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board is legally required to adopt the Final Budget each year prior to July 1. The Board certifies that the budget is either positive, qualified or negative. The Final Budget is attached.

Fiscal Implications:

As stated in the budget

Contact Person/s: Shari Lovett, Tammy Picconi

LINK TO NU-Humboldt BUDGET

Subject:

4.4 Approval of 2019-20 Final Budget Adoption NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board is legally required to adopt the Final Budget each year prior to July 1. The Board certifies that the budget is either positive, qualified or negative. The Final Budget is attached.

Fiscal Implications:

As stated in the budget

Contact Person/s: Shari Lovett, Kirk Miller

LINK to NU-Siskiyou Budget

Subject:

4.5 Approval of the Resolution for Education Protection Account 2019-20 and Planned Expenditures for NU-HCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Proposition 30 created an Education Protection Account (EPA) in November of 2012 to receive and disburse revenues derived from the incremental increases in taxes imposed by the proposition. When the School receives a disbursement of these funds, they may not be used for salaries or benefits for administrators or any other administrative cost, and each district must declare how it intends to use these funds in schools. All of the funds go toward instruction.

The Board is required to adopt the EPA Resolution and the EPA Expenditure Plan each year.

Fiscal Implications:

\$78,562

Contact Person/s: Shari Lovett

RESOLUTION: 2018-19 THE EDUCATION PROTECTION ACCOUNT June 28, 2019

WHEREAS, the voters approved Proposition 30 on November 6, 2012; WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(t);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(t) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, all monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

- 1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Northern United Humboldt Charter School;
- 2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Northern United Humboldt Charter School has determined to spend the monies received from the Education Protection Act as attached.

DATED: <u>June 28, 2019</u>	
	_
Board Member	
Board Member	
Board Member	
Board Member	-
Board Member	-

2019-2020 Education Protection Account Program by Resource Report Expenditures by Function- Detail

Projected Expenditures for the period of July 1, 2019 through June 30, 2020 For Fund 01, Resource 1400 Education Protection Account

Description		Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR	Object:	
Beginning Balance	8999	
Revenue Limit Source	8012	78,562.00
Revenue Limit Source-Prior Year	8019	
Other Local Revenue	8600-8799	0.00
TOTAL AVAILABLE		78,562.00
EXPENDITURES AND OTHER FINANCING USES	Functions:	
Instruction	1000-1999	78,562.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo 9000-9999		
TOTAL EXPENDITURES AND OTHER FINANCING USES		
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		

N:\BUSINESS & ADMINISTRATIVE SERVICES\FISCAL SERVICES\Administration Share\Tickler\2018-19

Subject:

4.6 Approval of the Resolution for Education Protection Account 2019-20 and Planned Expenditures for NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Proposition 30 created an Education Protection Account (EPA) in November of 2012 to receive and disburse revenues derived from the incremental increases in taxes imposed by the proposition. When the School receives a disbursement of these funds, they may not be used for salaries or benefits for administrators or any other administrative cost, and each district must declare how it intends to use these funds in schools. All of the funds go toward instruction.

The Board is required to adopt the EPA Resolution and the EPA Expenditure Plan each year.

Fiscal Implications:

\$26,758.00

Contact Person/s: Shari Lovett

RESOLUTION: 2018-19 THE EDUCATION PROTECTION ACCOUNT June 28, 2019

WHEREAS, the voters approved Proposition 30 on November 6, 2012; WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(t);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(t) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, all monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

- 1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Northern United Siskiyou Charter School;
- 2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Northern United Siskiyou Charter School has determined to spend the monies received from the Education Protection Act as attached.

DATED: <u>June 28, 2019</u>			
	2		
Board Member			

2019-2020 Education Protection Account Program by Resource Report Expenditures by Function- Detail

Projected Expenditures for the period of July 1, 2019 through June 30, 2020 For Fund 01, Resource 1400 Education Protection Account

Description		Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR	Object:	
Beginning Balance	8999	26,758.00
Revenue Limit Source	8012	
Revenue Limit Source-Prior Year	8019	
Other Local Revenue	8600-8799	0.00
TOTAL AVAILABLE		26,758.00
EXPENDITURES AND OTHER FINANCING USES	Functions:	
Instruction	1000-1999	26,758.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services 8000-8999		
Other Outgo 9000-9999		
TOTAL EXPENDITURES AND OTHER FINANCING USES		
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		

N:\BUSINESS & ADMINISTRATIVE SERVICES\FISCAL SERVICES\Administration Share\Tickler\2018-19

Subject:

4.7 Approval of the California State University, Eastbay MOU with NU-HCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

California State University, Eastbay offers an internship program for credential candidates. The attached agreement reviews the understanding of the agreement. Currently, we will have one intern enrolled in the CSU, Eastbay internship program.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

California State University, East Bay College of Education and Allied Studies

Multiple Subject Teaching Credential
Single Subject Teaching Credential
Education Specialist Credential, Mild Moderate Disabilities
Education Specialist Credential, Moderate Severe Disabilities

MEMORANDUM OF UNDERSTANDING

Student Teacher Under District Employment Contract (i.e., Intern) Support, Mentoring and Supervision

This MOU is an agreement between the Trustees of the California State University, hereinafter called the "TRUSTEES," on behalf of California State University, East Bay, hereinafter called "CSU East Bay" and the Northern United – Humboldt Charter School ("District"), effective as of July, 1 2019

1.0 Responsibilities Shared by the CSU East Bay and the District

- 1.2 CSU East Bay and the District share responsibility for providing each paid "Intern" with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and supervision in general education and/or Special Education and an additional 45 hours of annual support, mentoring, and supervision related to teaching English learners.
- 1.3 "Interns" who begin their District employment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision prorated equal to the number of instructional weeks remaining in the school year.
- 1.4 "Interns" who are appointed at a time base of less than 1.00 or for less than a full year shall receive support that is commensurate with the percentage of their employment from the district. All Interns will receive full university support as mandated by the CTC.
- 1.5 A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.
- 1.6 The District certifies that "interns" do not displace certificated employees and that personnel are unavailable for the position. An effort is being made to develop a future applicant pool in high-need areas.
- 1.7 The District ensures that the "intern" is teaching in his or her area of subject matter competence as evidenced by CSET or subject matter waiver.

2.0 CSU East Bay Personnel and Resource Support

<u>CSU East Bay "Intern" Coordinator</u>: CSU East Bay shall appoint a CSU East Bay "Intern" Coordinator to perform the following:

- a. Support all CSU East Bay "Interns";
- b. Assist and monitor all "Interns" and CSU East Bay's University Supervisors;
- c. Work closely with the District's Employer Provided Mentors (EPM) by providing training to all CSU East Bay US and will coordinate training of EPM with the district; and
- d. Monitor the "intern's" completion of the "Intern" Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

2.2 CSU East Bay University Supervisor

CSU East Bay shall designate a University Supervisor (US) to provide support, mentoring and supervision. It shall be the responsibility of CSU East Bay to provide compensation and/or release time to the US. The US shall possess each of the following qualifications:

- a. Current knowledge of the content the intern teaches,
- b. Understanding of the context of public schooling,
- c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
- d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
- e. Thorough grasp of the academic standards and accountability systems that drive the curriculum of public schools
- f. A corresponding teaching credential as the "Intern" will earn or an Administrative Services Credential (general education only)

3.0 District Personnel and Resource Support

3.1 Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each "Intern". The EPM cannot be an administrator or evaluator of the "Intern". It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

- a. Valid corresponding Clear or Life credential same as the "Intern" will earn;
- b. Three years or more successful teaching experience; and
- c. English Learner (EL) Authorization.
- 3.2. <u>CSU East Bay University Supervisor Employee Provided Mentor Meetings</u>
 The "Intern", the US and the EPM shall meet in person at least 3 times per semester to discuss the "Intern's" progress.
- 3.3 Release Time

The District shall provide release time as needed for the "Intern" and EPM to meet. If there are no English learners in the "intern's" assigned class(es), the District shall provide release time for the "intern" to observe and work with English learners in another class or school.

3.4 Employee Provided Mentor (EPM) Training

The District is responsible for the training of EPMs with the assistance of the CSU East Bay "Intern" Coordinator.

4.0 CSU East Bay-Provided Support, Mentoring, and Supervision Support

4.1 <u>General Education and/or Special Education Observations by CSU East Bay University Supervisor:</u>

4 visits to observe the "Intern" teaching, followed by one-on-one conferences totaling at least **8 hours per semester**.

4.2 English Learner (EL) Observations by University Supervisor:

2 visits to observe the "Intern" teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **4 hours per semester**.

4.3 Online Discussion Board, Email, and Phone Support by University Supervisor (US)
US will provide **10 hours** per academic year of support and mentoring via Blackboard
Discussion Board, email, and phone.

4.4 Seminars:

"Interns" will attend a fieldwork or other support seminar each semester for a total of 2 semester units or 30 **hours minimum**

4.5 <u>Intern" Support Record, or "My Internship Journal"</u>:

"The "Intern" Coordinator will communicate with "Interns" by email and/or phone and will monitor their completion of the "Intern" Support Record using the "app" "My Internship Journal" for a total of 5 hours per semester.

5.0 District-Provided Support, Mentoring, and Supervision

5.1 General Education and/or Special Education Support and Supervision by Employee Provided Mentor (EPM)

The EPM will provide a minimum of **13 hours** of support/mentoring and supervision per semester during school hours, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.

- 5.2 English Learner Support and Supervision by Employee Provided Mentor
 The EPM will provide a minimum of **5 hours** per semester of support and supervision related to
 English Learners during the school day.
 - 5.3 <u>District and School Site Professional Development and Meetings</u>
 "Interns" will attend a minimum of **45 hours** per semester of District and school sitesponsored events including New Teacher Orientation, Grade Level, Department Meetings,
 Faculty meetings, and Professional Development Seminars.
 - 5.4 The EPM will be invited to use "My Internship Journal" by the CSU East Bay "Intern" Coordinator.

The EPM will use this program to approve support that is provided to the "Intern".

6.0 Additional Support Provided by the CSU East Bay and District (Shared Responsibility)

6.1 The US, the EPM, and the "intern" will meet 3 hours per semester.

6.2 Individualized "Intern" Plan (IIP)

- a. The US, EPM, and the "Intern" shall develop the Individualized "Intern" Plan (IIP) during the first three weeks of school year.
- b. The IIP will specify the support, mentoring, and supervision the "Intern" will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.
- c. The plan shall be approved by the CSU East Bay "Intern" Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:
 - 1. Observation of others teaching
 - 2. Supervision of the "Intern"
 - 3. Conferences, in person
 - 4. Email or telephone conferences
 - 5. Grade level/department meetings

- 6. Instructional planning
- 7. Logistical help before or after school (bulletin boards, seating arrangements)
- 8. Participation in District or Regional conferences
- 9. Review and discuss test results
- 10. Editing work-related writing (letters to parents, announcement, etc.)
- 11. Completion of interactive journal (Intern and either US or EPM)
- 12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers
- d. "Interns" are expected to attend all CSU East Bay classes; they may not attend Districtsponsored activities or engage in extra paid assignments that interfere with class attendance.

7.0 "Intern" Contract with the Teacher Education Department at CSU East Bay

- a. Each "Intern" will sign a contract agreeing to terms and responsibilities that are congruent with this MOU.
- b. The "Intern" Contract will include the names of the CSU East Bay University Supervisor (US) and the Employer Provided Mentor (EPM).
- c. By signing the contract the "intern" acknowledges that the internship may be revoked if the terms are not met.

7.1 Individual "Intern" Profile

- a. CSU East Bay will maintain a computer-based Individual "Intern" Profile (IIP) for each Intern, summarizing the type and quantity of Support/Mentoring and Supervision each Intern receives
- b. CSU East Bay, the District, and the "Intern" will all provide information, as requested, to the CSU East Bay "Intern" Coordinator.
- c. "Intern" will register and provide all information online as required by the "Intern" Contract and this MOU.

7.2 "Intern" Support Record

- a. Each CSU East Bay "intern" will complete an online "Intern" Support Record using "My Internship Journal" that documents the support received from CSU East Bay and District personnel.
- b. The "Intern" Coordinator will monitor completion of the "Intern" Support Records using "My Internship Journal" for each "intern".

7.3 Oversight by Accreditation Coordinator

- a. The CSU East Bay Accreditation Coordinator, working with the CSU East Bay Intern Coordinator, shall make recommendations to the CSU East Bay Chair of the Department of Teacher Education, the Chair of the Department of Educational Psychology and the CSU East Bay Dean of the College of Education and Allied Studies regarding the performance of the CSU East Bay University Supervisors and the performance of the District in meeting all requirements included in this MOU
- b. The Accreditation Coordinator is responsible for reporting compliance with the "Intern" Support requirements to CTC.

7.4 Oversight by CSU East Bay Dean

The CSU East Bay Dean of the College of Education and Allied Studies shall notify appropriate District administrators if CSU East Bay has concerns about the performance of District personnel.

7.5 Oversight by District Administrator

Appropriate District administrators shall notify the CSU East Bay Dean of the College of Education and Allied Studies if there are concerns about the performance of CSU East Bay personnel.

8.0 Term of the Agreement; Amending the Agreement; Termination of the Agreement

- 8.1 This Agreement shall be in effect beginning with the 2019 2020 school year and shall be continuous and be in place for each subsequent academic year until it is either amended or terminated by either party pursuant to sections 8.2 and 8.3 below.
- 8.2 Either the District or CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.
- 8.3 This Agreement may be terminated at any time by amending the termination date by written instrument signed by both parties in compliance with Section 9.0. General Provisions of this agreement or upon 30 day's advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled interns, who shall be permitted to complete their training for any semester in which termination would otherwise occur.
- 8.4 CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.
- 8.5 This Agreement shall be effective as of <u>August 1, 2019</u> and shall remain in effect for five (5) years, terminating on <u>July 31, 2024</u>.

9.0 General Provisions

- 9.1 General Indemnity: The District and the CSU East Bay agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- 9.2 Insurance Requirements Each party agrees to maintain commercial general liability coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- 9.3 Workers' Compensation insurance coverage as required by the State of California.
- 9.4 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from Department of Justice and Federal Bureau of Investigation.
- 9.5 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 49406 to University students to provide evidence of negative tuberculosis test performed within 60 days of "Intern's" start date.

- 9.6 All parties shall agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- 9.7 Mandatory Instruction and Reporting: Before a "Intern" is assigned to the District for placement, the CSU East Bay shall instruct such student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).
- 9.8 The District and CSU East Bay will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- 9.9 Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.
- 9.10 Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the CSU East Bay.
- 9.11 This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable Federal, State and Local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

District:

Northern United Charter Schools Shari Lovett Director 2120 Campton Rd Suite H Eureka, CA. 95503 707-445-2660 ext 110 slovett@nucharters.org

CSU East Bay:

Program Issues
College of Education & Allied Studies
Patricia Irvine, Associate Dean
Hayward, CA 94542
510-885-7418 patricia.irvine@csueastbay.edu

Contract Issues:
College of Education & Allied Studies
Carolyn Nelson, Dean
Hayward, CA 94542
510-885-7439 carolyn.nelson@csueastbay.edu

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

California State University, East Bay agrees to the terms and conditions described in this document: By By Authorized Signature Date **Authorized Signature** Date Printed Name & Title Printed Name & Title The District agrees to the terms and conditions described in this document. By: Signature, District Representative Date Printed Name & Title By: Signature, Teachers' Association Representative Date Printed Name & Title By: Signature, School Board Certification (if applicable) Date Printed Name & Title

Appendix A

"Intern" Support: A Shared Commitment to Excellence in Teaching 196 Hours of Support per School Year

CSU East Bay Support: University Supervisor (US), Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
Regular Ed/Special Ed: US Observations and Conferences 8 observations of the "Intern" teaching and follow-up conferences (2 hours each) EL: US Observations and Conferences 4 observations of the "Intern" teaching EL and follow-up conferences (2 hours each) Total 24 hours	Regular Ed/Special Ed: EPM Support, Mentoring and Supervision • 26 hours of support, mentoring, and supervision within the school day EL: EPM Support and Supervision • 10 hours of support, mentoring, and supervision related to English Learners during the school day (May include observations of EL in other classrooms) Total 36 hours	 "Intern", US, EPM Meetings The "intern", the US and the EPM shall meet in person at least three times per semester (6 meetings, 1 hour each) to discuss the "Intern's" progress. During the first meeting the "intern", the US and the EPM will develop an Individualized "Intern" Plan (IIP), describing the support, mentoring and supervision the "intern" will receive The plan shall be approved by the CSU East Bay "Intern" Coordinator.
(1 hour per week)	(1 hour per week)	Total 6 hours
 Seminars Candidates will attend online and face-to-face fieldwork or other seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (minimum of two semester units) 30 hours Coordinator The "Intern" Coordinator will communicate with interns by email and/or phone and will monitor their completion of the "Intern" Support Record using the "app" "My Internship Journal" 	District or School-Sponsored Professional Development, Meetings • "Interns" will attend a minimum of 90 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars. Candidate-initiated observations are also included.	
0 hours	Total 90 hours	

Appendix B

The District and CSU East Bay will exchange the following contact information required in the "Intern" Support, Mentoring and Supervision of the Memorandum of Understanding in the MOU.

I. CSU East Bay

A. Program Director Contact Information

Name:	Patricia Irvine		
Title	Associate Dean		
Department:	College of Education & Allied Studies		
Telephone Number:	510-885-7418		
Email:	patricia,irvine@csueastbay.edu		
Mailing Address:	25800 Carlos Bee Blvd, AE-111, Hayward, CA 94542		

B. Intern Program Coordinator:

Name:	Dania Massey
Title	"Intern" Coordinator
Department:	Teacher Education Department
Telephone Number:	510-885-7486
Email:	Dania.massey@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-250, Hayward, CA 94542

II. Northern United - Humboldt Charter School

A. Program Director Contact Information:

Name:	Rebekah Davis		
Title	Regional Director		
Department:	Northern United – Humboldt Charter School		
Telephone Number:	707-442-6200		
Email:	rdavis!@nucharters.org		
Mailing Address:	2020 Camptond Road Eureka CA. 95503		

B. Program Coordinator:

Name:	
Title	
Department:	
Telephone Number:	·
Email:	
Mailing Address:	

Subject:

4.8 Approval of the Sonoma County Northcoast Teacher Induction Program MOU

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Sonoma County Office of Education offers an induction program for new teachers working toward obtaining a clear teaching credential. We will have several teachers participating from NU-HCS during the 2019-2020 school year. See attached agreement.

Fiscal Implications:

As stated in the agreement, \$3,500 per candidate

Contact Person/s: Shari Lovett,

NORTH COAST

North Coast Teacher Induction Program

Memorandum of Understanding Between

Sonoma County Superintendent of Schools as the Local Educational Agency
For the North Coast Teacher Induction Program,
Participating County Offices of Education,
And

Participating School Districts and Employing Agencies

A. General

This Memorandum of Understanding (MOU) is between the Sonoma County Superintendent of Schools, serving as the Local Education, Agency (LEA) for the North Coast Teacher Induction Program ("Program"), and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively "District") signing below. The term of this MOU commences on July 1, 2019, and terminates on June 30, 2020.

B. Purpose

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

C. Eligibility

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

D. LEA Responsibilities

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

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

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

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

F. District Responsibilities

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

- employed certificated and newly employed school personnel. A District shall seek the assistance of the college or university in coordinating the program for the intern. (Education Code 44465)
- 10. For Interns who have not yet completed the EL preparation, the district must assign the on-site Mentor or other designated individual, within the first 10 days of serving as a teacher of record on the intern credential.
- 11. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level and subject matter, and their credential.
- 12. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
 - Display best practices in providing "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills.
 - · Are committed to attend coaching/mentor trainings, meetings and to meet weekly with Candidates;
 - Display willingness to work collaboratively with colleagues and regional NCTIP staff;
 - Embrace a positive attitude and disposition towards students and teaching;
 - Develop a sustained and thoughtful collegial relationship with Candidates;
 - Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
 - Serve as a role model for the teaching profession.
- 13. Provide Mentors compensated time to participate in the Program Mentor training on observation protocol, learning-focused conversations, "just-in-time" coaching and one-to-one consultations with Candidates(s) as described in the District Roles and Responsibilities.
- 14. Facilitate the distribution of Program funds to Mentors and District Coordinators for compensation.
- 15. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.

G. Districts Fiscal Responsibilities and Terms

- Induction/Credential Services are provided on a Fee-for-Service basis. In 2019/2020, the Fee will be \$3,500.00 per clear credential Candidate and \$2,500.00 per Intern registered in the Program.
 Refer to the current Fee-for-Service schedule for additional credentialing services provided. Districts will be invoiced for each individual request for credential services. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties.
- District candidate participation will be monitored to evaluate if participating District Candidates have accessed professional development offering to determine if a program cost adjustment on behalf of the District is necessary.
- 3. Funds will be credited to districts to offset the costs of the Mentor stipends at the rate of \$1,250 per eligible Clear Credential candidate (includes Multiple Subject, Single Subject, Education Specialist, or Designated Subjects CTE and AE) enrolled in the Program. Districts will receive \$800 per eligible Intern teacher. (Mentor stipends are pro-rated when partial services are rendered.)
- Funds will also be credited to districts to offset the costs of the District Coordinators stipend, pro-rated, depending on the total number of Candidates. District Coordinator compensation is at a rate of \$100.00 per Candidate.
- Private school and out-of-consortium partners will receive a budget addendum describing the full fee-forservice costs.
- The District is responsible to facilitate the distribution of Funds to Mentors and District Coordinators for compensation.

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H. Other Terms and Conditions

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

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

1. Candidates Employment Status:

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

2. Indemnification:

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

3. Maintenance of records:

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

4. Assignment:

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

5. Severability:

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

6. Waiver:

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

7. Constructions and Governing Law:

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

8. Entire Agreement:

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

9. Third Parties:

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

10. Relationship of the Parties:

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

11. Survival:

Authorized Signatures:

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

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

Subject:

4.9 Approval of Director's Contract

Action Requested:

<u>Previous Staff/Board Action, Background Information and/or Statement of Need:</u>

The School Director's contract is negotiated in closed session but must be approved in open session. This will take place in August.

Fiscal Implications:

Contact Person/s: Shari Lovett

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.10 Approval of Certification of Signatures for Siskiyou County Office of Education

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each year the Board approves those authorized to sign for notices of employment, contracts and orders drawn on the funds of the district. See attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Kirk Miller



CERTIFICATION OF SIGNATURES

Northern United - SISKIYAN Charter School
(DISTRICT NAME)

As clerk/secretary to the governing board of the above named district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the district. These certifications are made in accordance with the provisions of Education Code Sections K-12 Districts: 35143, 42635 and 42633. If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: $\frac{7/1/19}{}$ 20. In accordance with governing board approval dated June 25 2019. (Attach board minutes) Signature: Clerk/Secretary of the Board Typed Name: Clerk/Secretary of the Board COLUMN 1 COLUMN 2 Signatures of Personnel and/or Members of Governing Board Signatures of Members of the Governing Board authorized to sign Orders for Salary or Commercial Payments, Note: Please TYPE name under signature. Notices of Employment and Contracts: Initials Signature Signature Initials Typed Name Typed Name Title President of the Board of Trustees/Education Initials Initials Signature Signature Typed Name Typed Name Title Clerk/Secretary of the Board of Trustees/Education Initials Initials Signature Typed Name Typed Name Member of the Board of Trustees/Education Initials Signature Initials Signature Typed Name Typed Name Member of the Board of Trustees/Education Initials Title Signature Initials Typed Name Typed Name Member of the Board of Trustees/Education Signature Initials Title Typed Name Initials Signature Member of the Board of Trustees/Education Typed Name Initials Signature Title Typed Name Member of the Board of Trustees/Education

Orders for commercial payments:

Notices of employment:

If the Board has given special instructions for signing warrants or orders, please

attach a copy of the resolution to this form.

Subject:

4.11 Approval of Warrant Distribution Authorization and Certification of Signatures for Humboldt County Office of Education

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each year the Board approves those authorized to pick up payroll and warrant checks and to commercial check orders drawn on the funds of the district. See attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Tammy Picconi

AUTHORIZAT	ION FOR FISCA	LYEAR: 2019/9	20 <i>20</i>	TAKE SOME TO THE WAY SOME SOME SOME
			, :	CS-1
DATE: JUNC	, 20 19	SCHOOL DISTRICT	75 Northern	United -

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:		
Tanny Picconi; Lynda Speck; Shari Lovett;		
Tammy Picconi; Lynda Speck; Shari Lovett; Jere Cox; Rusemary Kunkler		
Please list an after hours emergency number: 707.499.6609		
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 · 499 · 6609		
Please list emergency number: 707 · 499 · 6609 Courier		
☐ Courier ☐ Mail all APY warrants to: <i>Individual's Name</i>		
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)		
☐ 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		
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)		

Superintendent or Trustee

Return to HCOE Business Office

AUTHORIZATION FOR FISCAL YEAR: 2019/2020
DATE: June 21 , 20, 19 SCHOOL DISTRICT 75 NU-HCS
CERTIFICATION
This is to certify that the Board of Trustees of the above stated School District passed the following motion at its
"It was moved by
Authorized Signatures: Board of Trustees Signatures:

(signed) Clerk, Board of Trustees

Agenda Item 5. NEXT BOARD MEETING

Subject:

5.1 Possible Future Agenda Items

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Discussion of topics to cover at the next meeting: work agreements, food program contracts, curriculum, etc.

Fiscal Implications:

None

Contact Person/s:

Shari Lovett, Jere Cox

Agenda Item 5. NEXT BOARD MEETING

Subject:

5.2 Next Board Meeting Date: August 15th

Action Requested:

None

<u>Previous Staff/Board Action, Background Information and/or Statement of Need:</u>

The next board meeting is based on the board adopted meeting schedule.

Fiscal Implications:

None

Contact Person/s:

Shari Lovett, Jere Cox

Agenda Item 6.

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