

NUCS Board Meeting 6/25/2020 4:00pm

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:

1.2 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.

CONSENT AGENDA

Subject:

2.1 Approval of Williams Uniform Complaint, Quarterly Report for NU-HCS

Action Requested:

Approval

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

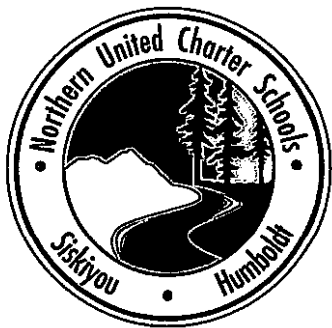
The School is required by the Education Code to report any complaints regarding the provision of textbooks and instructional materials, teacher vacancy or mis-assignment, and/or facilities conditions. The Board approves these reports each quarter.

No complaints were received in the last quarter.

Fiscal Implications:

None

Contact Person/s: Shari Lovett



Northern United – Humboldt Charter Schools

Learning Today, Leading Tomorrow

nucharters.org

2120 Campton Rd, Suite H
Eureka, California 95503
707/445-2660

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

Quarterly Reporting Period (please check one)

- First Quarter 2020 January 1 through March 31, 2020
- Second Quarter 2020 April 1 through June 30, 2020
- Third Quarter 2020 July 1 through September 30, 2020
- Fourth Quarter 2020 October 1 through December 31, 2020

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 | | |

Shari Lovett
(Print Name of District Superintendent)

Shari Lovett
(Signature of District Superintendent)

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

by: Quarter 1 due: 04/15/2020
 Quarter 2 due: 07/15/2020
 Quarter 3 due: 10/15/2020
 Quarter 4 due: 01/15/2021

Agenda Item 2.
CONSENT AGENDA

Subject:

2.2 Approval of Williams Uniform Complaint, Quarterly Report for NU-SCS

Action Requested:

Approval

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

The School is required by the Education Code to report any complaints regarding the provision of textbooks and instructional materials, teacher vacancy or mis-assignment, and/or facilities conditions. The Board approves these reports each quarter.

No complaints were received in the last quarter.

Fiscal Implications:

None

Contact Person/s: Shari Lovett



Northern United – Siskiyou Charter School

Learning Today, Leading Tomorrow

2120 Campton Rd, Suite H
Eureka, California 95503
707/445-2660

nucharters.org

Academic School Year 2019 - 2020 Quarterly Report on Williams Uniform Complaints [Education Code § 35186]

District: Northern United –
Siskiyou Charter School

Person completing this form:
Shari Lovett

Quarterly Report Submission Date:

(Please check one)

Title: Director

- Jul 1 – Sep 30, 2019 (due Oct 27, 2019)
- Oct 1 – Dec 31, 2019 (due Jan 27, 2020)
- Jan 1 – Mar 31, 2020 (due Apr 27, 2020)
- Apr 1 – Jun 30, 2020 (due Jul 27, 2020)

Date for information to be reported publicly at governing board meeting: June 25, 2020

Please check the box that applies:

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

| GENERAL SUBJECT AREA | TOTAL # OF COMPLAINTS | # RESOLVED | # UNRESOLVED |
|---------------------------------------|-----------------------|------------|--------------|
| Textbooks and Instructional Materials | 0 | | |
| Teacher Vacancy of Misassignments | 0 | | |
| Facilities Conditions | 0 | | |
| TOTALS | 0 | | |

Print Name of District Superintendent

Shari Lovett


Signature of District Superintendent

6/25/2020
Date

Agenda Item 3.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Subject:

3.1 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 4.

PUBLIC HEARINGS

Subject:

4.1 Public Hearing: 2020-2021 Education Protection Account Expenditure Plan for NU-SCS

Action Requested:

None

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.

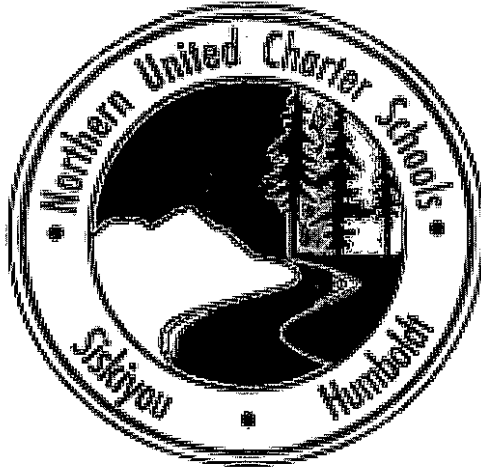
The Board is legally required to have a public hearing prior to adopting the EPA Resolution each year. The EPA Resolution will be considered for adoption in the subsequent agenda item.

Fiscal Implications:

The school will receive \$27,704 in EPA funds for 2020-21.

Contact Person/s:

Shari Lovett, Tammy Picconi



PUBLIC HEARING NOTICE

There will be a Public Hearing concerning the Northern United - Siskiyou Charter School's 2020-2021 Education Protection Account (EPA) Proposed Budget Expenditures during the regular monthly meeting of the Board of Directors on Thursday, June 25, 2020, 4:00 p.m. Public comment is welcome. A review copy of the Proposed EPA Expenditure Plan will be available for public inspection with the Board Meeting Packet documents on the School's website at www.nucharters.org on Thursday, June 18, 2020.

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.2 Public Hearing: 2020-2021 Final Budget Adoption for NU-SCS

Action Requested:

None

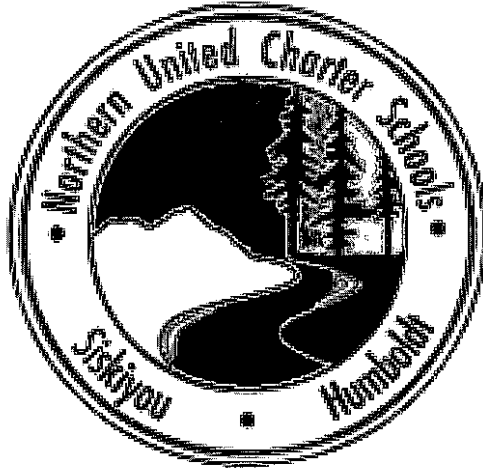
Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board is legally required to have a public hearing prior to adoption of the Final Budget each year in order that the public can give input on the budget prior to adoption. The Final Budget will be considered for adoption at the next Board meeting.

Fiscal Implications:

As shown in the budget

Contact Person/s: Shari Lovett, Tammy Picconi



PUBLIC HEARING NOTICE

There will be a Public Hearing concerning the Northern United - Humboldt Charter School's 2020-2021 Proposed Annual Budget during the regular monthly meeting of the Board of Directors on Thursday, June 18, 2020, 4:00 p.m. Public comment is welcome. A review copy of the Proposed Budget Adoption will be available for public inspection with the Board Meeting Packet documents on the School's website at www.nucharters.org on Thursday, June 11, 2020.

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.1 Approval of the Education Protection Account Resolution and 2020-21 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:

\$27,704

Contact Person/s: Shari Lovett

**Northern United – Siskiyou Charter School
2020-2021**

**RESOLUTION: S1920-2
REGARDING THE EDUCATION
PROTECTION ACCOUNT**

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, 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 Northern United – Siskiyou Charter School.

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of Northern United – Siskiyou Charter School has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 18, 2020

Board Member

Board Member

Board Member

Board Member

Board Member

2020-2021
Education Protection Account
Program by Resource Report

**Projected Expenditures for the period of July 1, 2020 through June 30, 2021
For Fund 01, Resource 1400 Education Protection Account**

| Description | | Amount |
|--|------------|------------------|
| AMOUNT AVAILABLE FOR THIS FISCAL YEAR | | |
| | Object: | |
| Beginning Balance | 8999 | 0.00 |
| Revenue Limit Source | 8012 | 27,704.00 |
| Revenue Limit Source-Prior Year | 8019 | |
| Other Local Revenue | 8600-8799 | 0.00 |
| TOTAL AVAILABLE | | 27,704.00 |
| EXPENDITURES AND OTHER FINANCING USES | | |
| | Functions: | |
| Instruction | 1000-1999 | 27,704.00 |
| 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 | 0.00 |
| TOTAL EXPENDITURES AND OTHER FINANCING USES | | 27,704.00 |
| BALANCE (Total Available minus Total Expenditures and Other Financing Uses) | | 0.00 |

N:\BUSINESS & ADMINISTRATIVE SERVICES\FISCAL SERVICES\Administration Share\Tickler\2019-20

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.2 Approval of 2020-21 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, Tammy Picconi, Kirk Miller

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.3 Approval of Resolution for SCOE to Transfer Funds for NU-SCS

Action Requested:

Approval

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

Because we contract with SCOE to complete our budget, they need approval from the Board to transfer funds within our account.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Tammy Picconi, Kirk Miller

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.4 Approval of Covid-19 Written Operations Report for NU-SCS

Action Requested:

Approval

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

Executive Order N-56-20 requires that all LEAs complete a written report to explain the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency, the major impacts of such closures on students and families, and a description of how the LEA is meeting the needs of its unduplicated students.

The COVID-19 Written Operations Report must be adopted with the charter's budget which is due on or before July 1, 2020.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Kirk Miller

COVID-19 Operations Written Report for Siskiyou County Office of Education

| Local Educational Agency (LEA) Name | Contact Name and Title | Email and Phone | Date of Adoption |
|-------------------------------------|--------------------------|--|------------------|
| Siskiyou County Office of Education | Shari Lovett Director | slovett@nucharters.org 707.445.2660 | June 18, 2020 |

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

In the week prior to our learning centers being closed, we provided our families with extra packets of work to complete at home, just in case. Once we suspended our in-person classes, we transitioned toward maintaining our regular class schedules, but in a virtual fashion. The packets served as a way to transition to online learning. They allowed teachers a week or two to familiarize themselves with and plan how to deliver instruction to students using a combination of Google Classroom and Zoom, and they gave our tech department time to ensure that all students who needed a Chromebook and/or hotspot at home had one.

Once teachers were ready, we resumed our same schedule of middle school and high school classes at the same times on the same days that our in-person classes happened. Our elementary students met regularly with their teachers on a semi weekly basis. Their parents monitored their child’s assignment completion, and in the case of written work, dropped it off at regularly appointed times at one of our buildings. Our efforts to connect primary grade students with their teacher online were not as successful, given the age of the students. Those teachers communicated directly with the parents to monitor assignment completion. Students have the opportunity to increase their grade from the time of school closure, but the closure will not impact their grades negatively.

Our tutors made themselves available to continue to meet with students. Our counselor also continued to meet with students. We provide a week’s worth of food at a time to students who expressed a need. We also counseled families about other food resources in the community.

The main impacts of our school closure have been the stress brought on families by having to be the in-person supervisor of their child’s activities every day, especially in the primary grades. Loss of income, food insecurities, and lack of technology at home have also had an impact, however our school has been able to help by providing food and technology as needed.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

At this time, we do not have any English learners. We do, however, have a large number of foster and homeless youth, as well as low income families. Our counselor has been in contact specifically with all of our foster and homeless youth, as well as any student who needed help with food and social/emotional counseling. We also have enough Chromebooks for all of our students to take one home, and plenty of hotspots to provide to all those who do not have internet at home. Our low income students were also provided extra food and technology as needed.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Using a combination of printed materials, Google Classroom, and either Zoom or Google Meet, our teachers have been able to continue with high-quality instruction. Administration provided training and other resources in how to use various digital tools to deliver instruction, as well as resources and guidance in terms of best practices in online instruction. Also, weekly staff meetings occur to share best practices for distance learning. Our tutors have been able to meet with students online to help them with their assignments. We ensured that all students who had technology deficits at home were provided what they needed. This included issuing multiple hotspots to families with multiple students enrolled so that they did not have to share. .

Special education service providers provide modifications and accommodations as well as virtual meetings for students with special education needs, maintaining special education minutes as determined by individual educational plans.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

We designated weekly pickup dates for our students to come to a learning center to pick up food. The staff sanitizes her hands when putting the prepackaged food together into bags to hand to students. The students come to the front door of the center at the appointed time. A staff member, wearing a mask, greets them at the door with bags of food. After the student leaves, the staff member sanitizes surfaces the student may have touched on arrival, then sanitizes her hands again and prepares for the arrival of the next student.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Staff have been in regular contact with families through email, telephone, and Zoom. Our teachers and counseling staff have reached out to families to inquire about childcare needs. To date, all students have been accounted for and have been in contact with staff. A few have been sporadic with their contact, but seem to be progressing. We are ready to ask for welfare checks if needed. Community childcare resources have been provided to families through emails and personal communication through our counseling staff. Families who need childcare have been given local community resources, including referrals to First 5 Siskiyou.

Teachers have been communicating with their students regularly as stated above. They have worked with students and parents with regard to setting up as much of a routine as possible to maintain some semblance of a normal school schedule.

Google Classroom allows for parent/guardian monitoring so that they can keep track of their child's assignments by receiving regular notifications. We have also provided counseling both through our school counselor, and also referrals to other local family resource centers and mental health services.

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.5 Approval of Warrant and Payroll Signature Authorization for Siskiyou County Office of Education for NU-SCS

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, Kirk Miller



CERTIFICATION OF SIGNATURES

Northern United - Siskiyou 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: 7/1/2020 to 6/30/2021. In accordance with governing board approval dated 6/25, 2020 (Attach board minutes)

Signature: _____

Clerk/Secretary of the Board

Typed Name: Bianca Garza

Clerk/Secretary of the Board

COLUMN 1

Signatures of Members of the Governing Board

Note: Please TYPE name under signature.

| | |
|---|----------|
| Signature | Initials |
| Typed Name <u>Jere Cox</u> | |
| <u>President of the Board of Trustees/Education</u> | |
| Signature | Initials |
| Typed Name <u>Bianca Garza</u> | |
| <u>Clerk/Secretary of the Board of Trustees/Education</u> | |
| Signature | Initials |
| Typed Name <u>Rosemary Kunkler</u> | |
| <u>Member of the Board of Trustees/Education</u> | |
| Signature | Initials |
| Typed Name <u>Kevin Bradley</u> | |
| <u>Member of the Board of Trustees/Education</u> | |
| Signature | Initials |
| Typed Name <u>Jeff Lanphere</u> | |
| <u>Member of the Board of Trustees/Education</u> | |
| Signature | Initials |
| Typed Name | |
| <u>Member of the Board of Trustees/Education</u> | |
| Signature | Initials |
| Typed Name | |
| <u>Member of the Board of Trustees/Education</u> | |

COLUMN 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment and Contracts:

| | |
|-------------------------------------|----------|
| Signature | Initials |
| Typed Name <u>Shari Lovett</u> | |
| Title <u>Director</u> | |
| Signature | Initials |
| Typed Name <u>Kirk Miller</u> | |
| Title <u>Regional Director</u> | |
| Signature | Initials |
| Typed Name <u>Bianca Garza</u> | |
| Title <u>Member of the Board</u> | |
| Signature | Initials |
| Typed Name | |
| Title | |
| Signature | Initials |
| Typed Name | |
| Title | |
| Signature | Initials |
| Typed Name | |
| Title | |

Number of Signatures Required

Orders for salary payments:

Orders for commercial payments:

Notices of employment:

Contracts:

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.6 Approval of the Agreement for Nursing Services Agreement with SCOE for NU-SCS for 2020-2021

Action Requested:

Approval

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

NU-SCS contracts with Siskiyou County Office of Education for their nursing services. A copy of the contract and services provided is attached.

Fiscal Implications:

\$8,330.94

Contact Person/s: Shari Lovett, Kirk Miller

Marked
4/20/20

609 South Gold Street

Siskiyou County Office of Education

Yreka, CA 96097

Providing Education Leadership, Resources and Services to
Districts and Schools to Ensure Learning for All Students

AGREEMENT BETWEEN
SISKIYOU COUNTY OFFICE OF EDUCATION
AND
NORTHERN UNITED SISKIYOU CHARTER SCHOOL

NURSING SERVICES

The Siskiyou County Office of Education (COUNTY) agrees to provide nursing services to Northern United Siskiyou Charter School (DISTRICT) with the following specifics:

1. Length of Agreement: 2020-2021 school year
2. COUNTY will provide eighteen (18) days of nursing services to the District.
3. DISTRICT will:
 - a. Pay \$462.83 per day to the County for eighteen (18) days of nursing services to the District for a yearly sum of \$8,330.94.
 - b. Pay sum by June 30, 2021.

SISKIYOU COUNTY
OFFICE OF EDUCATION

NORTHERN UNITED SISKIYOU CHARTER
SCHOOL

Kermith R. Walters

Kermith R. Walters
County Superintendent

April 29, 2020

Date

[Signature]

Kirk Miller
Director

6-3-20

Date

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.7 Approval of Outdoor Education Program Agreement with SCOE for NU-SCS

Action Requested:

Approval

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

Siskiyou County Office of Education offers science curriculum throughout the school year. They are science lab activities that meet California State Science Standards and are hands-on science opportunities for our students. We have signed up for 16 days worth of curriculum. A copy of the contract is attached.

Fiscal Implications:

\$10,192

Contact Person/s: Shari Lovett, Kirk Miller

mailed
5/14/20

Providing Educational Leadership, Resources And Services To Districts
And Schools To Ensure Learning For All Students

**MEMORANDUM OF UNDERSTANDING BETWEEN
SISKIYOU COUNTY OFFICE OF EDUCATION
AND
NORTHERN UNITED SISKIYOU CHARTER SCHOOL**

This Memorandum of Understanding is between the Siskiyou County Office of Education (SCOE) and the Northern United Siskiyou Charter School (SCHOOL) to provide outdoor education science instruction support to the District's teachers for the 2020-2021 school year.

1. **Length of Agreement:** September 1, 2020 through June 4, 2021.
2. **The SCOE agrees to:**
 - A. Provide an Outdoor Education Science Specialist to the SCHOOL at the rate of \$637.00 per day, for 16 day(s) for a total of \$10,192.00.
 - B. Provide additional support staff if needed to implement the SCHOOL's selected activity. The SCHOOL will be invoiced \$21.72 per hour.
 - C. Invoice the SCHOOL for half of the services in July and the remaining funds in May for outdoor education science instruction and additional support services.
3. **The SCHOOL agrees to:**
 - A. Collaborate with the SCOE Outdoor Education Science Specialist to design an appropriate science support program in which the SCHOOL would like to participate:
 - Science Labs – Various grade level appropriate science activities.
 - B. Upon receipt of invoice from the SCOE, the SCHOOL agrees to pay \$637.00 per day, for 16 days totaling \$10,192.00 and \$21.72 per hour for additional support services, if needed.
 - C. Pay half of the agreed upon funds in July and the remaining funds in May.

Signed and dated by Authorized Representatives:

Kermith R. Walters

Kermith R. Walters
County Superintendent

Date

Shari Lovett

Shari Lovett, Director
Northern United Siskiyou Charter School

Date

6/5/2020

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.8 Approval of the Foster Youth Transportation MOU with HCOE for NU-HCS

Action Requested:

Approval

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

As a whole, Humboldt County schools agree to partner with HCOE to provide transportation for foster youth who change foster home locations, but wish to remain enrolled in their current school.

Fiscal Implications:

Unknown at this time

Contact Person/s: Shari Lovett

**FIRST AMENDMENT
HUMBOLDT COUNTY FOSTER YOUTH EDUCATION TRANSPORTATION
COORDINATION PROGRAM MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
HUMBOLDT COUNTY OFFICE OF EDUCATION
AND
HUMBOLDT COUNTY SCHOOL DISTRICTS
FOR FISCAL YEARS 2019-2020 THROUGH 2020-2023**

This First Amendment to the Humboldt County Foster Youth Education Transportation Coordination Program Memorandum of Understanding dated March 3, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," the Humboldt County Office of Education, a California governmental entity, hereinafter referred to as "HCOE," and Humboldt County School Districts, as individually listed starting on page 2 of this First Amendment, hereinafter referred to as "DISTRICTS," is entered into this ____ day of _____, 2020.

WHEREAS, on March 3, 2020, COUNTY, HCOE and DISTRICTS entered into a Memorandum of Understanding regarding the provision of transportation for foster students to their school of origin; and

WHEREAS, the parties now desire to amend certain provisions of the Memorandum of Understanding in order to extend the term thereof through June 30, 2023 and allow for electronic execution of any and amendments thereto.

NOW THEREFORE, the parties mutually agree as follows:

1. The first paragraph of the Memorandum of Understanding is hereby amended to read as follows:

This Memorandum of Understanding (MOU) is made and entered into by and between the Humboldt County Office of Education, hereinafter referred to as "HCOE," Humboldt County School Districts, as individually listed starting on page 9 of this MOU, hereinafter referred to as "DISTRICTS," and the County of Humboldt, by and through its Probation Department (PROBATION) and Department of Health and Human Services – Child Welfare Services (DHHS-CWS), relating to the requirement under the Every Student Succeeds Act (ESSA) and the provision of transportation for foster students to their SCHOOL OF ORIGIN. This MOU will be in effect for the period from July 1, 2019 through June 30, 2023 and may be renewed and/or amended as detailed below.

2. Section 15 – Counterpart Execution of the Memorandum of Understanding is hereby amended to read as follows:

15. 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 MOU. 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 signature shall constitute an original signature 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.

3. The Memorandum of Understanding is hereby amended to add the following provision regarding the term thereof:

16. Term.

This MOU shall begin on July 1, 2019 and shall remain in full force and effect until June 30, 2023, unless sooner terminated or extended as provided herein. The parties have the option of extending this MOU upon the same terms and conditions for two (2), one (1) year terms. Said option may be exercised by HCOE giving DISTRICTS, PROBATION and DHHS-CWS written notice of its intent to extend the Agreement at least thirty (30) days prior to the expiration of this MOU.

4. Except as modified herein, the Memorandum of Understanding dated March 3, 2020 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Memorandum of Understanding, the provisions of this First Amendment shall govern.

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

For Humboldt County Office of Education
Chris Hartley Ed. D, Superintendent of Schools

Date: _____

For Humboldt County Probation
Chief Probation Officer, Shaun Brenneman
*(Pursuant to the authority granted by the Humboldt County
Board of Supervisors on __, __ 2020 [Item -_-])*

Date: _____

For Humboldt County Department of Health and Human Services -
Child Welfare Services Ivy Breen, Deputy Branch Director
*(Pursuant to the authority granted by the Humboldt County
Board of Supervisors on __, __ 2020 [Item -_-])*

Date: _____

Shari Lovett

Shari Lovett, Director
Northern United – Humboldt Charter

Date: 5/15/2020

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.9 Approval of the Lease Agreement for 3400 Erie St, Eureka 2020-2021

Action Requested:

Approval

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

Each year the Board approves the facility leases.

Fiscal Implications:

\$42,000

Contact Person/s: Shari Lovett

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.10 Approval of the MOU Agreement for Briceland Learning Center 2020-2023

Action Requested:

Approval

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

Each year the Board approves the facility leases and reviews the MOUs.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Memorandum of Understanding
School Year 2020 – 2023
Between
Beginnings Incorporated
And
Northern United Humboldt Charter School

This Memorandum of Understanding (MOU) sets the terms and understanding between Beginnings Inc. and Northern United Humboldt Charter School (NUCHS) to use our facilities at 5 Cemetery Rd. in Briceland for a Learning Center Site for educational purposes.

Background

Beginnings Inc. has allowed Northern United Humboldt Charter School (NUCHS) the use of their facilities since 2018. Northern United Humboldt Charter School employees are not employees of Beginnings Inc. which is a 501C nonprofit agency.

Purpose

This MOU will maintain the same relationship as in previous years beginning on July 1, 2020. NUCHS will utilize our facilities as a Learning Center Site when in session from August 2020-June 2023.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Beginnings Inc. and NUHCS. This MOU shall become effective upon signature by the authorized officials from Beginnings Inc. and NUHCS and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

Beginnings Inc.
Julia Anderson
Executive Director
5 Cemetery Rd. Briceland CA 95560
Ph. 707-923-3617 Fax. 707-923-4809
Julia@asis.com

Northern United Humboldt Charter School
Shari Lovett
Superintendent
2120 Campton Rd. Suite H Eureka, Ca 95503
Ph. 707-445-2660 Fax. 707-476-8076
slovett@nuarters.org



Julia Anderson

Date: 06/17/2020

Shari Lovett

Date: _____

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.11 Approval of the Co-Op Service Agreement 2020-2021 for NU-HCS

Action Requested:

Approval

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

The Humboldt County Co-Op provides services for federal programs as listed within the attached agreement. The Board votes on this service agreement each year. The rate was not increased this year.

Fiscal Implications:

\$3,742

Contact Person/s: Shari Lovett

CO-OP SERVICE AGREEMENT 2020-2021

The Humboldt County Superintendent of Schools, acting as the Local Education Agency for the Humboldt County Cooperative (Co-op), and the **Northern United Charter Schools** as a **Tier 6** Co-op Member, do mutually agree as follows:

I. LEA Responsibilities

1. LEAs will be assessed a flat rate fee for membership in the Co-op. This fee is graduated (see chart below) and calculated on prior year's income from state and federal programs as selected by the Co-op Finance Committee. The general membership will review and approve membership fee rate recommendations from the Finance Committee at an annual meeting. The membership fee will be charged to the federal or state program(s) identified by each LEA.

| Categorical Programs Entitlements Totals | | Flat Fee |
|---|---------------|-----------------|
| Under \$25,000 | Tier 1 | \$506 |
| \$25,001 to \$50,000 | Tier 2 | \$760 |
| \$50,001 to \$100,000 | Tier 3 | \$1,327 |
| \$100,001 to \$200,000 | Tier 4 | \$2,077 |
| \$200,001 to \$500,000 | Tier 5 | \$2,895 |
| \$500,001 to \$900,000 | Tier 6 | \$3,742 |
| Over \$900,000 | Tier 7 | \$4,605 |

2. Member LEAs shall be responsible for their own annual fiscal compliance.

II. Humboldt County Office of Education Services

The Humboldt County Superintendent agrees to provide the following services to the Co-op members:

1. Provide information about on-going, and new, state and federal categorical programs. This support to include information on eligibility, governing regulations, reporting requirements and use of funds. Information to be dispersed at meetings, via email, online,

CO-OP SERVICES AGREEMENT

2020-21

Page 2 of 3

by personal phone contact or meetings on site. Assistance with specific LEA needs or requests will be available by phone, email or site visit from the Co-op Director.

2. Assist member LEAs with completing and submitting State mandated forms including the Consolidated Application (Con App) for Funding Categorical Programs in a timely and accurate manner. Co-op staff will also amend and revise Con App forms as requested by member LEAs. Instructions on use of funds and related legal Assurances will be provided on a regular basis and as requested by individual LEAs both as hard copy and electronically. Fiscal transactions and recommendations will be coordinated with HCOE Business Department staff.
3. Assist school staff to develop Local Control Accountability Plans (LCAP) and Title I LEA and School-wide Program plans which will be compliant with all requirements. Facilitate goal writing and action/services development meetings. Provide sample materials, networking opportunities and sharing of best practices
4. Assist LEA staff with annual revisions and updates to the LEA Plan and LCAP.
5. Assist School Site Councils to update the Single Plan for Student Achievement and align to district LCAP. Collect and format student data to share with SSC when analyzing data for school needs assessment. Facilitate planning and development meetings.
6. Assist LEAs with grant opportunities by identifying opportunities, reviewing applications or assisting with grant development and writing.
7. Direct to resources on compliant policies, procedures and documents necessary to meet state requirements for Federal Program Monitoring (FPM) and to HCOE staff responsible for county FPM coordination including networking opportunities, sharing of best practices and access to the on-line forum for posting sample FPM documents.
8. Provide guidance and resources, training as needed on state and federal accountability systems & assessments.
9. Serve as a resource for LEAs to research state/federal mandates that apply to the member LEAs. Inform member LEAs of changes in regulations in a timely fashion to insure compliance.
10. Provide training and on-going, on-site support for administrators, LCAP leadership teams and School Site Councils. Offer annual trainings and respond to individual requests for LEA or site level trainings when needed.
11. Assist LEAs with understanding CALPADS data reporting requirements and its implications on funding and accountability.

CO-OP SERVICES AGREEMENT

2020-21

Page 3 of 3

12. Organize group purchase of services or products, or consortia of interested member LEAs to enter into agreements for services, as requested by member LEAs.

Shari Lovett, Director

FOR

Northern United-Humboldt Charter

DATE: _____

//

 _____

Jennifer Fairbanks, Co-op Director

FOR

**Humboldt County
Office of Education**

DATE: _____

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.12 Approval of the CCAP Agreement for Dual Enrollment with College of the Redwoods 2020-2022 for NU-HCS

Action Requested:

Approval

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

College of the Redwoods has voted to allow My Future, My Plan (commonly referred to as Get Focused, Stay Focused) as a dual enrollment course. NU-HCS has been offering this course since the 18-19 school year. We would like to participate in the dual enrollment opportunity with CR. In order to participate for the next two school years, this information was presented to the board last month and should be approved during this board meeting.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Julie Smith

**Northern United Charter School and College of the Redwoods
Dual Enrollment**

July 1, 2020 through June 30, 2022

College and Career Access Pathways Partnership Agreement

WHEREAS, Northern United Charter School maintains a dual enrollment program titled *College and Career Access Pathway* (CCAP) with Redwoods Community College District, which benefits Northern United Charter School students, Redwoods Community College District, and the public at-large.

This Agreement is made and entered into as of the date written below by and between Redwoods Community College District (“COLLEGE”) and Northern United Charter School (“DISTRICT”).

WHEREAS, this CCAP Partnership Agreement (“Agreement”) is in effect for the 2020-21 and 2021-22 academic year.

WHEREAS, the AB 288 CCAP Partnership Agreement shall be for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness. The COLLEGE shall not provide physical education course opportunities to high school pupils participating in AB 288 CCAP Partnership Agreement or any other course opportunities that do not assist in the attainment of at least one of these goals (Educ. Code §§ 76004(a) and 76004(d)).

WHEREAS, the COLLEGE may limit enrollment in a community college course solely to eligible high school students if the college course is offered at a high school campus, either in person or using an online platform, during the regular school day and the college course is offered pursuant to the AB 288 CCAP Partnership agreement (Educ. Code § 76004(o)).

WHEREAS, for the purposes of this Agreement, Dual Enrollment is defined as a DISTRICT high school employed instructor (“Instructor”), approved through the COLLEGE’S minimum qualifications process, teaching the college course on the high school campus, during the regular school day hours, to high school students in a closed campus setting.

WHEREAS, for the purpose of this Agreement, Concurrent Enrollment is defined as COLLEGE employed faculty (“Faculty”) teaching the college course, either before or after the DISTRICT school day hours as an open campus (Educ. Code § 76002(a)(3)), or during the DISTRICT school day as a closed campus. Instructor and Faculty shall collectively be referred to as “Course Instructor(s)”.

TERMS OF AGREEMENT

1. ADMISSIONS AND REGISTRATION

- 1.1. Student admissions and registration shall be governed by all the applicable policies and procedures established by the COLLEGE. (Educ. Code §§ 48800, 76000, 76001).
- 1.2. All Dual and Concurrent Enrollment courses shall meet COLLEGE rules and regulations regarding academic year enrollment periods, as well as, the approved pre-requisites and contact hours stated on the approved course outlines of record.
- 1.3. Upon registering the first time for a CCAP-approved course, students shall complete and submit a Concurrent Enrollment Form in the form provided as Appendix B attached to this Agreement. The DISTRICT shall secure parent/guardian and high school principal or designee signatures prior to enrollment in COLLEGE courses regardless of location of the course. (Educ. Code § 48800)
- 1.4. Student placement in courses will be subject to assessment and/or prerequisites as required by the COLLEGE.
- 1.5. Criteria to assess ability of pupils to benefit from courses under this Agreement are outlined in Appendix A.
- 1.6. A student with permission to enroll in Dual or Concurrent classes participating in this Agreement may enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied (Educ. Code § 76004(p)):
 - a. The units constitute no more than four community college courses per term.
 - b. The units are part of an academic program that is part of a CCAP Partnership Agreement.
 - c. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

STUDENT FEES

- 1.7. High school pupils enrolled in course offered through this Agreement shall not be assessed or charged a fee prohibited by Education Code sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. (Educ. Code §§ 49010 *et seq.* and 76004(f)) (AG sec.9a, p. 5)
- 1.8. High school pupils enrolled in course offered through this Agreement and that are properly classified as having "special part-time student" status as described by Education Code section 76004(p), shall be exempt from the following community college fee requirements (Educ. Code § 76004(q)):
 - a. Student Representation Fee. (Educ. Code § 76060.5)
 - b. Nonresident Tuition Fee. (Educ. Code § 76140)
 - c. Transcript Fees. (Educ. Code § 76223)
 - d. Course Enrollment Fees (Educ. Code § 76300)
 - e. Apprenticeship Course Fees. (Educ. Code § 76350)
 - f. Child Development Center Fees. (Educ. Code § 79121)
 - g. Course Material Fees.

2. CCAP COURSES

- 2.1. Courses offered in the DISTRICT shall go through the approval process, which includes routing it through the DISTRICT Liaison before submitting the Course Approval Request Form to the COLLEGE. The Course Approval Request Form is attached as Appendix C to this Agreement.
- 2.2. The courses to be offered in the DISTRICT during the span of this Agreement as well as the scope, nature, time, and location of courses to be offered by the COLLEGE are listed in Appendix A.
- 2.3. The course location indicated in Appendix A will be a joint facility use location between the COLLEGE and the DISTRICT.
- 2.4. The DISTRICT shall request courses using the process established by the COLLEGE. The COLLEGE shall approve all course offerings.
- 2.5. Courses offered in the DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus. (5 CCR 55002(a), 55232, and Educ. Code § 48801).

CCAP COURSES (continued)

- 2.6. Courses offered in the DISTRICT shall adhere to the official course outline of record and all courses shall be approved by the COLLEGE curriculum approval process and will be consistent with Title 5 course standards. Although the courses are operated on the DISTRICT facilities, the COLLEGE is responsible for determining what courses shall be taught at the DISTRICT, and the content of the courses being taught pursuant to this Agreement.
- 2.7. Courses offered at the DISTRICT shall be COLLEGE catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. (5 CCR 55002(a), 55005, 58102, 58104)
- 2.8. The COLLEGE certifies that the courses listed in Appendix A of this Agreement do not reduce access to the same courses offered at the COLLEGE campus.
- 2.9. The COLLEGE certifies that the courses listed in Appendix A of this Agreement are not oversubscribed nor have a waiting list.
- 2.10. The COLLEGE certifies that the offering of the courses listed in Appendix A of this Agreement are consistent with the core mission of the COLLEGE pursuant to Education Code section 66010.4 and the pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE.
- 2.11. The COLLEGE has procedures in place to ensure that Instructors teaching different sections of the same course teach in a manner consistent with the approved course outline of record for that course. Such procedures include, but are not limited to, site visits to the site of the CCAP section by one or more faculty liaison representatives of the COLLEGE, as well as, curriculum alignment meetings to ensure that courses offered at the DISTRICT are the same courses offered at the COLLEGE.
- 2.12. The DISTRICT and COLLEGE hereby certify that any remedial course taught as a part of this Agreement at Northern United Charter School shall be offered only to high school students who do not meet their grade level standard in Math, English, or both on an interim assessment in grade 10 or 11, as determined by the DISTRICT, and shall involve a collaborative effort between DISTRICT Instructors and COLLEGE Faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

3. DUAL ENROLLMENT INSTRUCTORS

- 3.1. Instructors recommended by the DISTRICT to teach CCAP courses shall be initially assessed and annually reviewed through the COLLEGE established dual enrollment review process that includes, but is not limited to, participation at curriculum alignment discussions, evaluation of DISTRICT site visit(s), professional conduct, and meeting all COLLEGE census and grading requirements.
- 3.2. The DISTRICT will be the employer of record for all DISTRICT-paid Instructors participating in this Agreement and be solely responsible for all salaries, wages, and benefits.
- 3.3. The DISTRICT hereby certifies all high school employed Instructors recommended by the DISTRICT to teach the college course meet applicable federal and state teacher quality mandates and the DISTRICT assumes these reporting responsibilities. (EC 76004(m)(2))
- 3.4. The DISTRICT and COLLEGE hereby certify that this Agreement complies with local collective bargaining agreements of COLLEGE and DISTRICT and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching courses listed in Appendix A of this Agreement.
- 3.5. The COLLEGE certifies that all Instructors teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications as prescribed in the document "2018 Minimum Qualifications for Faculty and Administrators in California Community Colleges" provided as Appendix D attached to this Agreement and were reviewed and approved by the COLLEGE's Minimum Qualifications Committee.
- 3.6. COLLEGE hereby certifies that the Instructors listed in Appendix A have not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the COLLEGE campus.
- 3.7. During the term of this Agreement, during the time the Instructors are teaching courses, the COLLEGE shall have the primary right to control and direct instructional activities of instructors provided by the DISTRICT. (5 CCR 58058(b))
- 3.8. The Instructor is responsible for the supervision and evaluation of the students
- 3.9. The Instructor provided by the DISTRICT must complete an Instructional Service Agreement, attached hereto as Appendix E for the COLLEGE.

- 3.10. Prior to teaching, Instructors provided by the DISTRICT shall participate in discipline-specific curriculum alignment meeting(s) and orientation from the COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, procedures, record keeping, and instructional responsibilities. A portion of the stipend paid to the DISTRICT by the COLLEGE covers these responsibilities.
- 3.11. Instructors provided by the DISTRICT are encouraged to participate in activities sponsored by the COLLEGE in ongoing collegial interaction to address course content, course delivery, assessment, evaluation, course outcomes, and/or research and development in the field. A portion of the stipend paid to the DISTRICT by the COLLEGE covers these responsibilities.
- 3.12. Any instructor provided by the DISTRICT who does not comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.
- 3.13. For courses held on the high school site, the COLLEGE is responsible for the educational program(s). The instructional activities, materials, and program(s) shall be evaluated by the COLLEGE to ensure curriculum rigor, course materials, grading standards and assessment. Every effort will be made by the COLLEGE to complete the first high school site visit by week 5. Additional site visit(s) may be identified after conclusion of the first visit.
- 3.14. The DISTRICT will ensure that its DISTRICT approved high school evaluation procedures are strictly adhered to for all DISTRICT Instructors teaching Dual Enrollment Courses.
- 3.15. Instructors shall teach the courses at a comparable level of rigor to all courses offered at the COLLEGE. Different sections of the same course shall be taught in a manner consistent with the approved outline of record for that course. The Courses shall be taught for the same number of hours as the same or similar courses taught at the COLLEGE.

4. CONCURRENT ENROLLMENT INSTRUCTORS

- 4.1. Concurrent enrollment Faculty teaching CCAP courses shall be employees of the COLLEGE, and the COLLEGE is responsible for all wages and benefits.
- 4.2. The COLLEGE hereby certifies that all Faculty teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications as prescribed in the document "2018 Minimum Qualifications for Faculty and Administrators in California Community Colleges" and were reviewed and approved by the COLLEGE's Minimum Qualifications

Committee.

- 4.3. The DISTRICT hereby certifies that any Faculty listed in Appendix A have not displaced or resulted in the termination of any existing teacher teaching the same course at Northern United Charter School in the DISTRICT.
- 4.4. Under the terms of this Agreement, any Faculty teaching at a high school campus has been submitted to a live scan fingerprint analysis, which will be kept on file at the DISTRICT and COLLEGE, so the parties may certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.
- 4.5. The DISTRICT and COLLEGE hereby certify that any remedial course taught by COLLEGE Faculty at Northern United Charter School shall be offered only to DISTRICT students who do not meet their grade level standard in Math, English, or both on an interim assessment in grade 10 or 11, as determined by the DISTRICT, and shall involve a collaborative effort between DISTRICT Instructors and COLLEGE Faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

5. POINT OF CONTACT

- 5.1. The COLLEGE appoints the Vice President of Instruction and Student Development, Angelina Hill as direct point of contact to the DISTRICT.
- 5.2. The DISTRICT appoints Julie Smith as direct point of contact to the COLLEGE.

6. STUDENTS

- 6.1. The Superintendent/Principal's signature on the Concurrent Enrollment Form, attached hereto as Appendix B, indicates that the student has DISTRICT approval to enroll in a CCAP course. The criteria used to assess the ability of pupils to benefit from courses under this Agreement are outlined in Appendix A.
- 6.2. Students must meet all COLLEGE prerequisite requirements as established by the COLLEGE and stated in the college catalog before enrolling in a dual or concurrent enrollment course.
- 6.3. Grades earned by students enrolled in dual and concurrent enrollment courses will be posted on official COLLEGE transcripts; Students are eligible to request Pass/No Pass or Credit/No Credit if the course is eligible for this as noted in the college catalog, or audit COLLEGE course (if space is available).

- 6.4. Students enrolled in dual and concurrent enrollment courses will be directed to the official catalogue of the COLLEGE.
- 6.5. Students enrolled in dual and concurrent enrollment courses will be eligible for student support services, which shall be available to them at the COLLEGE itself.
- 6.6. A dropped class within the COLLEGE drop date will not appear on the high school transcript as a college course. The student may, however, remain in the class and complete work in order to receive high school credit.
- 6.7. Students who withdraw, or are withdrawn by a Course Instructor, from a dual and concurrent enrollment course will not receive any COLLEGE credit for work completed. The student or Course Instructor initiating the withdrawal must submit appropriate information/paperwork by all COLLEGE published deadlines. If withdrawn, a "W" will appear on the student's permanent college transcript.
- 6.8. Students are only allowed three attempts in the COLLEGE course. Any grades including a "W" are an attempt and a student cannot repeat a course in which they have received a passing grade. (5 CCR 55000)

7. ASSESSMENT OF LEARNING AND CONDUCT

- 7.1. Students enrolled in dual and concurrent enrollment courses shall be held to equivalent standards of achievement as students on the COLLEGE campus.
- 7.2. Students enrolled in dual and concurrent enrollment courses shall be held to equivalent grading standards as those expected of students in campus COLLEGE sections.
- 7.3. Students enrolled in dual and concurrent enrollment courses shall be assessed using equivalent methods (e.g. papers, portfolios, quizzes, labs, etc.) as students in on-campus COLLEGE sections.
- 7.4. Students enrolled in dual and concurrent enrollment courses shall be held to appropriate behavioral standards to learn college-level material.

8. EVALUATION

- 8.1. The COLLEGE and the DISTRICT may conduct end-of-term student evaluations of each dual and concurrent enrollment course offered in the DISTRICT in accordance with established guidelines.
- 8.2. The COLLEGE and the DISTRICT may survey and collect data on students and alumni of dual and concurrent enrollment courses.

- 8.3. The COLLEGE and the DISTRICT may annually conduct surveys of participating DISTRICT instructors, principals, and guidance counselors.
- 8.4. The COLLEGE and the DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of dual and concurrent enrollment course delivery.

9. REPORTING TO THE CHANCELLOR'S OFFICE

- 9.1. The COLLEGE, in conjunction with the DISTRICT, shall report annually to the State Chancellor's Office all of the following information:
 - a. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - b. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
 - c. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
 - d. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants.
 - e. The total number of FTES served online generated by CCAP partnership community college district participants.

10. RECORDS

- 10.1. Records of student attendance, grades, and achievement for all DISTRICT students who enroll in a dual/concurrent enrollment course shall be maintained by the DISTRICT and by the COLLEGE electronic records system through the Course Instructor (Educ. Code § 76220).
- 10.2. The DISTRICT and COLLEGE hereby certifies that all information sharing will be done in compliance with privacy laws. This includes protecting student records from unauthorized disclosure or transmission to unauthorized third parties. The COLLEGE is committed to the protection and confidentiality of student educational records by adhering closely to the guidelines established by the Family Educational Rights and Privacy Act (FERPA) which is federal legislation established to regulate access and maintenance of student educational records. Federal and state laws relating to the privacy of student records may differ from

those regulations governing California high school students. COLLEGE and DISTRICT agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Educ. Code §§ 49064 and 49076.)

10.3 COLLEGE and DISTRICT shall use each student education record that he or she may receive pursuant to this Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Educ. Code § 49076.)

10.4 COLLEGE and DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code section 49064 as applicable.

10.5 By signature of its authorized representative or agent on this Agreement, the COLLEGE and DISTRICT hereby acknowledge that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

11. REIMBURSEMENT

11.1. The DISTRICT shall invoice the COLLEGE at the end of each semester for the use of instructional space and instructional services rendered. Reimbursement will be at the rate of \$2000 per instructor with up to 20 students enrolled in a course plus \$100.00 for each additional student enrolled in the course on or before the census date. Reimbursement shall be calculated based on the number of courses taught by a Course Instructor, not the number of Sections of the same Course. Appendix F includes several examples of different reimbursement schedules.

11.2. The DISTRICT shall establish a discretionary fund per school site which in part will reinvest in the program through supporting student books and other related items.

11.3. The COLLEGE shall make payment to the DISTRICT within 30 days of receiving the invoice for instructional space and services rendered.

12. APPORTIONAMENT/ADA

12.1. The DISTRICT may report and receive payment for all average daily attendance (ADA) that complies with the current requirements for receiving ADA under applicable California law. (Educ. Code § 48802)

- 12.2. A DISTRICT shall not receive a state apportionment for an instructional activity for which the partnering COLLEGE has been or shall be paid an allowance or an apportionment. (Educ. Code § 76004(r))
- 12.3. The attendance of a high school pupil at a community college as a special part-time or fulltime student pursuant to this Agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Educ. Code §76004(s))

13. FACILITIES

- 13.1 The DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to the COLLEGE or students. The DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 13.2 The DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all DISTRICT students. The parties understand that such equipment and materials are DISTRICT'S sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this Agreement. DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code section 49011.
- 13.3 The COLLEGE'S facilities may be used subject to mutual agreement by the parties as expressed in Appendix A to this Agreement.
- 13.4 Except as provided under Education Code section 76004 (o), the courses included in this Agreement shall be held at facilities which are clearly identified as being open to the general public, noting that students may be required to meet course and program prerequisites.

14. FUNDING

- 14.1. For the purposes of allowances and apportionments from Section B of the State School Fund, a community COLLEGE district conducting a closed course on a high school campus pursuant to paragraph (1) of subdivision (p) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Educ. Code § 76004)
- 14.2. The COLLEGE hereby certifies it does not receive full compensation for the direct education costs of the courses from any public or private agency, individual, or group.

15. INDEMNIFICATION

15.1. The DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the performance or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the DISTRICT, its officers and employees.

15.2. The COLLEGE agrees to and shall indemnify, save and hold harmless the DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the performance or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE, its officers and employees.

16. INSURANCE

16.1 Each party shall maintain insurance as described below.

- a. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
 - i. DISTRICT or COLLEGE, its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - ii. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by DISTRICT or COLLEGE.
- c. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
- d. Each party's employees shall drive insured vehicles for means of transporting themselves pursuant to this Agreement and shall carry proof of personal automobile insurance in their vehicle. Each employee shall maintain personal automobile insurance coverage in an amount of no less than \$100,000 per occurrence and \$300,000 aggregate. Each party shall ensure that it has received and maintains proof of such insurance from each employee under this Agreement.

The following documentation shall be submitted to the other party:

- a. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

17. NON-DISCRIMINATION

17.1. Neither the DISTRICT nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other characteristic that is contained in the definition of hate crimes set forth in the California Penal Code.

18. TERM OF AGREEMENT

18.1. The term of this Agreement shall be July 1, 2020 – June 30, 2022.

19. TERMINATION OR CHANGES

19.1. Either party may terminate this Agreement at any time by providing 30 days' written notice to the other party. Written notice of termination or changes to this Agreement shall be addressed to the responsible person listed in Section 20 below.

18.2.2. Upon termination of this Agreement, the DISTRICT shall develop a COLLEGE approved teach-out plan that enables students to complete the dual/concurrent enrollment course in which they are enrolled.

20. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S Mail, postage to be prepaid to the following addresses:

Northern United Charter School
Julie Smith
Northern United Charter School
2120 Campton Road, Suite H
Eureka, CA 95503

College of the Redwoods District
Keith Flamer
College of the Redwoods
7351 Tompkins Hill Road Eureka,
CA 95501

21. INTEGRATION

21.1. This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. MODIFICATIONS AND AMENDMENT

22.1. No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the parties.

23. GOVERNING LAWS

23.1. This Agreement shall be interpreted according to the laws of the State of California with venue in Humboldt County and no other place.

24. SEVERABILITY

24.1. This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

25. COUNTERPARTS

25.1. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

26. PRIOR AGREEMENT

26.1 This Agreement supersedes and replaces any and all previous agreements between the parties.

27. REPRESENTATION BY COUNSEL

27.1 Each Party understands and is aware that School and College Legal Services of California provides legal advice and services to both parties on this and other matters. Each Party has consented to the representation of the other Party in the formation and implementation of this Agreement by the same legal counsel.

Northern United Charter School

Superintendent: _____ Date: _____

College of the Redwoods District

President: _____ Date: _____

College of the Redwoods District Board Meetings:

a) Information Board Meeting Date: _____

b) Public Comment Board Meeting Date: _____

Northern United Charter School Board Meetings:

a) Information Board Meeting Date: _____

b) Public Comment Board Meeting Date: _____

The COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2020-2022

SCHOOL DISTRICT: Northern United Charters

HIGH SCHOOL: Northern United Charters

EDUCATIONAL PROGRAM: General Studies

| TOTAL NUMBER OF STUDENTS TO BE SERVED: 60 students | | | | | TOTAL PROJECTED FTES: 8.0 | | |
|--|---------------|-------------|------------------|---------------------|---------------------------|--------------------|------------------------|
| COURSE NAME | COURSE NUMBER | TERM | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION |
| My Future, My Plan | GS 7 | Spring 2021 | 12:50 PM-2:50 PM | Tuesday 2 Hours | Shin Tamura | NU Charters | Eureka Learning Center |
| My Future, My Plan | GS 7 | Spring 2021 | 1:00 PM-3:00 PM | Thursday 2 Hours | Jamie Ellsmore | NU Charters | Arcata Learning Center |
| My Future, My Plan | GS 7 | Spring 2022 | 12:50 PM-2:50 PM | Tuesday 2 Hours | Shin Tamura | NU Charters | Eureka Learning Center |
| My Future, My Plan | GS 7 | Spring 2022 | 1:00 PM-3:00 PM | Thursday 2 Hours | Jamie Ellsmore | NU Charters | Arcata Learning Center |

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Education Code 76004):

The College and District also determined after reviewing demographic and cumulative GPA information that offering these dual enrollment courses under a CCAP agreement would be offering dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education and assist in creating a seamless pathway between the high school and community college in career technical education. High school teachers and counselors teaching these pathway students advised students into the dual enrolled sections in their areas based on their academic readiness.

Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:

5.13 Approval of the NCSOE MOU with Sonoma County Office of Education for Teacher Induction Program 2020-2021 for NU-HCS

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 their clear teaching credentials. We have several teachers participating from NU-HCS during the 2020-2021 school year. See attached agreement.

Fiscal Implications:

\$3,500 per candidate

Contact Person/s: Shari Lovett, Rebekah Davis



North Coast Teacher Induction Program

Memorandum of Understanding

Between

Sonoma County Superintendent of Schools as the Local Educational Agency

For the North Coast Teacher Induction Program,

Participating County Offices of Education,

And

Participating School Districts and Employing Agencies

A. General

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

B. Purpose

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

C. Eligibility

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

D. LEA Responsibilities

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

state reports, and required fees in a timely manner.

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

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

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

F. District Responsibilities

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

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

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

G. Districts Fiscal Responsibilities and Terms

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

H. Other Terms and Conditions

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

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

1. Candidates Employment Status:

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

2. Indemnification:

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

3. Maintenance of records:

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

4. Assignment:

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

5. Severability:

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

6. Waiver:

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

7. Constructions and Governing Law:

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

8. Entire Agreement:

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

9. Third Parties:

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

10. Relationship of the Parties:

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

11. Survival:

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

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

Authorized Signatures:

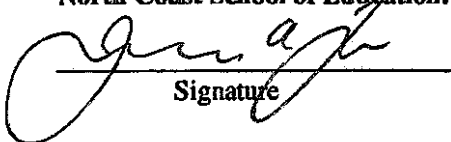
Sonoma County Superintendent of Schools as LEA:


Signature

Dr. Steven Herrington / Superintendent
Printed Name/Title

5-27-20
Date

North Coast School of Education:


Signature

Jason A. Lea / Executive Director
Printed Name/Title

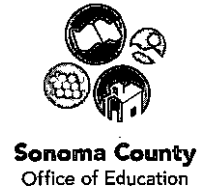
5-28-20
Date

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

Signature

Printed Name/Title

Date



June 1, 2020

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

From: Jason Lea, Executive Director

Re: North Coast School of Education (NCSOE)

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

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

Teacher Induction

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

Intern Program

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

Administrative Programs

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

LCAP State Priority 1

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

Fee for Service

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

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

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

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

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

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

Sincerely,

Jason Lea
Executive Director

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



North Coast School of Education Credentialing Services 2020-21



Overview of Programs

Building and Supporting Relationships, Equity and Student Success through Personalized Professional Learning

- North Coast Teacher Induction
- Designated Subjects Program
- “Be A Teacher” Intern Program
- University-Partnered Intern Support & Supervision
- Permit Holder Professional Development

Accredited with the Commission on Teacher Credentialing, the North Coast School of Education (NCSOE) provides:

- **A Mentor**, a trained experienced teacher, who supports the professional growth of their new teacher through weekly meetings and coaching sessions
- **Professional learning opportunities** that provide tools and skills that enhance and deepen the participant’s understanding with “take aways” that can be immediately applied to the the classroom and mentoring setting
- **Program materials and resources** that guide best practices for teacher success
- **A credential recommendation** for Intern, Preliminary, or Clear credentials upon successful program and credential requirement completion
- **District Coordinator funding** for management of online NCSOE Roster and new teacher support

NCSOE’s Mentoring-Based System

Mentors play a critical role in guiding beginning teachers through the process of deepening their teaching practice. To support each Mentor’s professional growth, NCSOE offers standards-based training throughout the year that is grounded in theoretical research. Using a Mentoring-Based System, NCSOE guides Mentors through the process of developing and refining their mentoring and coaching skills.

Fee for Service

North Coast Teacher Induction

Two-Year Induction Program

- Districts, charter schools and non-public schools \$3,500 per year
*includes \$1,250 Mentor stipend**
- Private schools, out of region charter schools and other small schools \$2,250 per year
*plus \$1,250 for Mentor stipend**

Designated Subjects Credential Program

For New and Existing Credential Holders

- New credential holder \$3,500 per year
*(Two-year program. Includes program application fee.) includes \$1,250 Mentor stipend**
- New credential holder \$300
program application fee
- Existing credential holder \$300
(General Education or Special Education)

Other Services

- Intern Support and Supervision** **\$3,500 per year**
*For “Be a Teacher” or University Partnered Interns includes \$1,250 Mentor stipend**
- Permit Holder Professional Development Series** **\$3,500 per year**
*For Provisional Intern Permit (PIP) and Short-Term Staff Permit (STSP) Holders includes \$1,250 Mentor stipend**
- Education Specialist Level II Program (only)** **\$400**
- Equivalency Review** **\$300**

* Upon a Mentor’s completion of all program requirements, districts, charter schools and non-public schools are funded back the \$1,250 Mentor stipend at the end of the year so they can distribute it to the Mentor. Private schools, out of region charter schools or other small schools are required to pay the stipend directly to the Mentor, separate from the program services fee. Per MOU, SELPA Charter Schools are charged the full fee for service and do not receive Mentor funding.

Agenda Item 6.

NEXT BOARD MEETING

Subject:

6.1 Possible 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: Induction agreements, staffing, curriculum, ConApp

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 6.

NEXT BOARD MEETING

Subject:

6.2 Next Board Meeting Date: August 13, 2020

Action Requested:

None

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

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

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 7.

ADJOURN