

Board of Education

Regular Meeting Agenda

DATE: Thursday, September 10, 2020
TIME: 5:00 PM
LOCATION: Gravenstein Elementary, Multipurpose Room

Steve Schwartz, President
Gregory Appling, Clerk
Alexander Kahn, Trustee
Jennifer Koelemeijer, Trustee
Patrick Lei, Trustee

Zoom Link

- I. CALL TO ORDER AT 5:00 PM**
- II. ADOPTION AND APPROVAL OF THE AGENDA**
Approval of the agenda for September 10, 2020 (2 min.)

Action taken/comments:

Motion _____ Second _____ Vote: SS: _____ GA: _____ PL: _____ JK: _____

AK: _____

- III. REPORTS, AND ORAL COMMUNICATIONS**
- A. Emergency Powers Utilized by the Superintendent Pursuant to Resolution 200316-1 (1 min.)**
 - B. (p.1) Gravenstein Principal (10 min.)**
 - C. (p.2) Hillcrest Principal (10 min.)**
 - D. Gravenstein Union Teachers' Association (5 min.)**
 - E. District Site Council (0 min.)**
 - F. Gravenstein Parent Association, GPA (5 min.)**
 - G. Trustee Reports (5 min.)**
 - H. Climate Committee (0 min.)**
 - I. Master Plan Committee (5 min.)**
 - Current Master Plan
 - 1. (p.5) Update on work with Counterpoint and Quattrocchi Kwok Architects (QKA)**
 - J. Facilities Report (5 min.)**
 - K. CBO Report (5 min.)**
 - 1. (p.7) Mandate Block Grant Applications for 2020/2021**

2. (p.10) Certification of Salary and Benefits Schedule for the Certificated Bargaining Unit (Form J-90)
 3. (p.15) Sonoma County Office of Education Approval of 2020-2021 Adopted Budget
- L. Superintendent Report/District Correspondence (10 min.)
1. Questions from August Board Meeting
 2. Board Appointment Options
 3. (p.21) Approval of Local Control Accountability Plan Federal Addendum

IV. **PUBLIC COMMENT** (15 min.)

At this time the public may address the Board on any item not listed on the agenda. Presentations are limited to three minutes per person per topic. The Board may not respond to presentations. The public may address the Board on any item listed on the agenda at the time the matter is taken up by the Board.

V. **CONSENT AGENDA** (2 min.)

ACTION ITEM

- A. (p.22) Warrants
- B. (p.29) Payroll
- C. (p.30) Minutes from the Regular Board Meeting of August 13, 2020
- D. (p.42) Memorandum of Understanding with Healdsburg Unified School District to share a Board Certified Behavior Analyst (BCBA)
- E. (p.44) Memorandum of Understanding with the Sonoma County Office of Education for Mutual Sharing of Data (Revised; now includes Special Education Data and is for a 5-year period)
- F. (p.59) Memorandum of Understanding with the Sonoma County Office of Education for 2020/2021 English Learner Program, Products, and Services (Title III)

Action taken/comments:

Motion _____ Second _____ Vote: SS: _____ GA: _____ PL: _____ JK: _____

AK: _____

VI. **PUBLIC HEARING** (15 min.)

- A. (document to be posted to GUSD website when available) Public Hearing on Gravenstein Union School District Learning Continuity and Attendance Plans (LCAP)

Situation: District staff will present a separate LCAP document for each of our three schools, Gravenstein Elementary School, Gravenstein First School, and Hillcrest Middle School. The Learning Continuity and Attendance Plan, pursuant to California Department of Education guidance, replaces the Local Control and Accountability Plan while schools in California are providing distance learning. These plans are intended to articulate how the district has solicited stakeholder input and produced a distance learning education plan that addresses the needs of the students and families of GUSD.

Plan: For staff to present the site plans, solicit public and Board Member feedback, answer any questions, make any needed changes, and bring updated plans back to the Board for consideration prior to submitting the plans to the Sonoma County Office of Education.

VII. GENERAL ACTION ITEMS

**A. (document to be posted to GUSD website when available)
2019/2020 Unaudited Actuals (20 min.)**

Situation: Preparation, review, and submission of our Unaudited Actuals is the fourth step in a five step process of our annual budget process. The Unaudited Actuals are an annual statement reporting our financial activities for 19/20, however the data has not yet been formally audited. This foundational report, following Board approval, is submitted to the county superintendent for review and then submitted to the state superintendent of public instruction. This report then becomes the basis of the annual audit review.

Plan: To complete step four of the annual budget process by providing the Unaudited Actuals to the required agencies.

Recommended motion: For the Board to approve the 2019/2020 Unaudited Actuals.

Action taken/comments

Motion _____ Second _____ Vote: SS: _____ GA: _____ PL: _____ JK: _____

AK: _____

**B. (document to posted to GUSD website when available) Resolution #200910-1,
The Gann Limit (5 min.)**

Situation: The fundamental purpose of the Gann Limit is to limit the spending of state and local agencies, including school districts. The limit for an agency, intended to be capped at per person expenditure levels from 1978/1979 (adjusted for inflation), is arrived at after a series of complex calculations involving the use of many factors.

Plan: To establish a revised Gann Limit for the 2019/2020 school year and to adopt a Gann Limit for the 2020/2021 school year.

Recommended motion: For the Board to approve Resolution #200910-1.

Action taken/comments

Motion _____ Second _____ Vote: SS: _____ GA: _____ PL: _____ JK: _____

AK: _____

C. GUSD Actions to Support Distance Learning and Other Related Essential Services (5 min.)

Situation: With the constant changes in guidelines and mandates related to the suspension of in-person instruction due to the Coronavirus for GUSD students, this item is a placeholder in the event that any action items arise between the time this agenda is posted and the time of the meeting, as well as serving as a potential action item that arises based on Board discussion during the meeting.

Plan: For the Board to consider any new action item based on new or additional mandates as well as any action item put forth by the Board during the meeting.

Recommended motion: None at this time.

VIII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

IX. ADJOURNMENT TO CLOSED SESSION (15 min.)

A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6

- 1.0 Student Discipline**
- 2.0 Pending litigation**
- 3.0 Administrator Performance Updates**
- 4.0 Conference with Negotiations team:
GUTA negotiations update**

X. RECONVENE TO OPEN SESSION

**XI. PUBLIC REPORT OF ACTION ON ITEMS HEARD IN CLOSED SESSION
(2 min.)**

Action taken/comments

Motion _____ Second _____ Vote: SS: _____ GA: _____ PL: _____ JK: _____

AK: _____

XII. FUTURE BOARD MEETINGS

- A. Special Board Meeting, September 17, 2020 at 5pm**
- B. October 8, 2020 at 5pm**
- C. November 12, 2020 at 5pm**

XIII. ADJOURNMENT

ADA Compliance: In compliance with Government Code 54954.2(a), the Gravenstein Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. 12132) and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Dave Rose, District Superintendent, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.



Gravenstein Elementary School Principal's Report-September 2020

Keri Pugno

Enrollment Report

	TK	K	1	2	3	4	5	Total
Enrollment for 2020-2021 (as of 9/3/2020)	13	80	74	78	74	73	80	472
End-of Year 2019-2020	18	73	80	76	79	81	86	493

Instructional and Student Supports

- Daily Instruction and Live Engagement with Teacher
- Grade level support in each class by an IA
- EL Support (Translation and Family Outreach)
- Academic Intervention
 - SIPPS Reading Intervention Program
 - Learning Lab 1:1 or small group support in afternoons
 - SSTs
- Special Education
 - IEPs and 504s
 - Daily Live Instruction from Special Education Team
 - Speech Services provided through Presence Learning and already being scheduled
 - OT Services provided through Redwood Pediatrics and already being scheduled

Technology Supports

- WiFi HotSpots- 56 devices have already been issued to GUSD Families
- Chromebooks- more than 300 devices checked out on Gravenstein campus
- Tech Support for parents-
 - Classroom Teachers working with families to explain platforms
 - helpdesk@grav.k12.ca.us managed by Matt McDowell (at HMS)
 - Paul Carey is an additional Gravenstein outreach to meet with parents/grandparents to walk through the login process and the steps necessary to access links and submit documents

Social-Emotional Learning and Student Connection

Back-to-School Nights

ELPAC Testing

Don't forget...We are now on Facebook and Twitter!

A huge thank you to Paul Carey for making Gravenstein's official Facebook page and Twitter account!

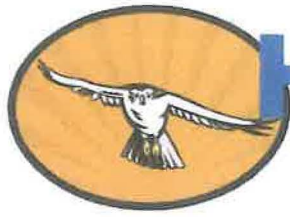
Facebook

<https://www.facebook.com/GravensteinElementary/>

Twitter

@GravElementary





HILLCREST

Middle School

GUSD September Board Report

Enrollment- as of 09/04/2020:

	6th	7th	8th	Total
2020/2021	90	112	80	282
2019/2020	113	81	86	281

Grade Level / Department / Student Reports:

September- Allison Rich- 6th Grade Math Teacher

The start of the 2020-2021 School Year-

Meet the Teacher Events-

Over the course of the two days prior to school starting- August 10th & 11th- Hillcrest faculty and staff joined together and created an event for our new and current students to welcome them to the new school year! Over the two days, teachers distributed bags of textbooks, supplies and materials. Our staff faced rain, thunder, hurricane force winds and smokey air but they were still able to see 96% of this year's student body (272 students out of 282).

Distance Teaching-

Has started off incredibly well. This is of course due to the huge amount of time that our teachers gave up their summer to lesson plan, master new technology, create an engaging virtual workspace and attend Professional Development. We also need to recognize and thank the foresight and willingness of the GUSD Board to supply their

teaching staff with the necessary materials, supplies and technology for Distance Learning. On any given day, we have at least 50% of the Hillcrest faculty Zooming from their classrooms on campus. The official school day runs from 8:30-12:30. The students take four core classes-

English Language Arts (in 7th & 8th grade we offer Accelerated ELA)

Math (in 7th & 8th grade we offer Accelerated Math)

Social Studies

Science

Students have been placed into cohorts and virtually move from class to class with the same students. This schedule has worked so well that another Sebastopol Middle School learned from it and changed their schedule to match ours after their first week.

When concerns arise regarding students - whether it be social, emotional or educational- teachers fill out a Google form with their concerns. Our Instructional Aides work with the teachers to reach out to these students and parents - via email, phone or Zoom- to problem solve issues and get these students engaged in their classes. All students who have been added to these lists over the first three weeks of school have been contacted and been given support.

Counseling-

Samantha Cole has created a Google Classroom for Hillcrest students to access counseling services, academic supports and other resources to support them during distance learning. We are very excited that 222 students (74% of the HMS student body) have joined her counseling classroom as of September 3rd.

Electives & Physical Education-

Electives and Physical Education are available for our students to participate in as enrichments. These are ungraded classes that students can choose to take. Information and how to join these courses can be found in their core class teachers Google classroom. We are hoping to add more enrichment choices in the coming weeks. The choices are as follows-

Physical Education- Mr. Sotiras and Mr. McDowell

Band- Mr. Pulley

Spanish- Ms. Hurtado

Technology- Mr. McDowell
Maker Lab (both Advanced and beginning)- Mr. Collins
Drama- Mr. Collins
Art- Ms. Ricciardi

Clubs-

Teachers are offering virtual “lunchtime” clubs where students can zoom in and socialize with their fellow Hawks. The clubs that are meeting so far are:

Animal Crossing Club
The Hillcrest GSA (Gay Straight Alliance)

Houses-

Students at Hillcrest are divided into 4 competitive “Houses”. These Houses compete against each other in a variety of different events. Students earn points for their House by participation and at the end of the year, there is a field trip for the House that earned the most points. The first House competition of the year is to design a House logo. Details of this competition can be found on teachers Google Classroom pages.




GRAVENSTEIN UNION SCHOOL DISTRICT

Dave Rose, Superintendent
3840 Twig Avenue
Sebastopol, CA 95472
707-823-7008
Email: drose@grav.k12.ca.us

Board of Trustees
Steve Schwartz, Board President
Gregory Appling, Board Clerk
Alexander Kahn, Member
Jennifer Koelemeijer, Member
Patrick Lei, Member

September 1, 2020

Memo To: GUSD Board of Trustees
From: David Rose, Superintendent 
Subject: Hillcrest Classroom Temperature Mitigation Planning

The information below is a summary of the initial strategies that the team comprised of Counterpoint, QKA, and GUSD staff have compiled to date:

1. New high SRI (reflective) roof and insulation.
 1. This is detailed in the RAMP report from Garland
 2. This roof is in need of replacement regardless of heat mitigation needs.
2. Mechanical Improvements
 1. While full AC isn't feasible due to the cost and/or Electrical infrastructure it may be possible to partially condition the spaces to help reduce the heat load.
 2. Additional programming may be possible to help night flush the classrooms
 3. May include replacement of damaged vents, which may be impeding airflow
3. Coatings for the AC paving areas
 1. This would include the parking area to the East and the basketball courts to the West.
 2. This will reduce the amount of heat coming into the buildings
4. Planting Along the East and West walkway
 1. Would help reduce the heat from the early morning or afternoon sun.
 2. Need to be mindful of the septic system on the west side.
 3. Consider maintenance of the plant species
 4. Likely need to be potted
5. Insulate exterior walls
 1. Record drawings imply no insulation was provided but would need to verify
 2. Likely a retrofit foam injection solution, would want to research the effectiveness of this type of installation.
6. Paint Exterior Surfaces
 1. Light colors will reflect more heat
7. Irrigation for West Side Hill
 1. We didn't discuss on site but based on the temp differential between the green plants and the bare dirt (approximately 10 degrees?) this may be an effective way to reduce heat gain.

The next step in this process is for QKA to start putting this information together and performing some preliminary calculations, produce drawings of the proposed work, and to prepare a final report for the full team to consider.

Please let me know if you have any questions.



Mandate Block Grant (MBG) Application Fiscal Year 2020–21

Contact Information

Local Educational Agency (LEA): Gravenstein Elementary

CDS Code: 49-70714-6051742

Charter Number: 1445

Mailing Address 1: 3840 Twig Ave.

Mailing Address 2:

City / State / Zip: Sebastopol / CA / 95472-5750

Phone: (707) 823-5361

Administrator Name: Keri Pugno, Principal

Phone: (707) 823-7008

Email: kpugno@grav.k12.ca.us

Secondary Contact

Name: Wanda Holden, Chief Business Officer

Phone: 707-823-7008

Email: wholden@grav.k12.ca.us

Request for Funding

As the authorized representative of the above applicant entity I am submitting this application, which represents my letter requesting funding, for the 2020–21 Mandate Block Grant (MBG) pursuant to *Government Code (GC) Section 17581.6*. Funding apportioned for the 2020–21 MBG is specifically intended to fund the costs of the programs and activities identified in GC Section 17581.6(f). A school district or county office of education that receives MBG funding shall not be eligible to submit claims to the State Controller for reimbursement pursuant to GC Section 17560 for any costs of any state mandates identified in GC Section 17581.6(f) incurred in the same fiscal year that MBG funding is received.

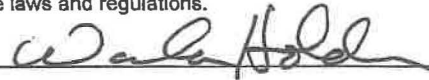
Certification and Signature of Authorized Representative

I want to participate

I do not want to participate

I hereby certify that to the best of my knowledge and belief, this data is true and correct and that data reported on this application have been reported in accordance with applicable laws and regulations.

* Signature: _____



* Type name of Authorized Representative:
Wanda Holden

Date: 8/28/2020 9:27:21 AM

* It is recommended that this certification be printed, signed, and retained for the local educational agency's records.



Mandate Block Grant (MBG) Application Fiscal Year 2020–21

Contact Information

Local Educational Agency (LEA): Gravenstein Union Elementary
GDS Code: 49-70714-0000000

Charter Number:

Mailing Address 1: 3840 Twig Ave.

Mailing Address 2:

City / State / Zip: Sebastopol / CA / 95472-5750

Phone: (707) 823-7008

Administrator Name: Mr. David Rose, Superintendent

Phone: (707) 823-7008 x 213

Email: drose@grav.k12.ca.us

Secondary Contact

Name: Wanda Holden, Chief Business Officer

Phone: 707-823-7008

Email: wholden@grav.k12.ca.us

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Certification and Signature of Authorized Representative

I want to participate

I do not want to participate

I hereby certify that to the best of my knowledge and belief, this data is true and correct and that data reported on this application have been reported in accordance with applicable laws and regulations.

* Signature: _____

* Type name of Authorized Representative:
Wanda Holden

Date: 8/28/2020 9:40:56 AM

* It is recommended that this certification be printed, signed, and retained for the local educational agency's records.

08/18/2020

Wanda Holden
GRAVENSTEIN UNION ELEMENTARY

Re: Data Confirmation Request for the 2019-20 Certificated Teachers
Salary and Benefits (Form J-90)

Dear Wanda:

On behalf of the California Department of Education, School Services of California (SSC) thanks you for completing your 2019-20 Salary and Benefits Schedule for the Certificated Bargaining Unit (Form J-90).

Attached is a summary report of your district's teacher salaries with personnel distribution and health and welfare contributions as reported on the Form J-90. Please review the enclosed data. **Note: It's important that you answer any questions we have regarding your data in order to have an accurate teachers' salary and benefit information database.**

Please make corrections on the enclosed pages and fax or mail back ASAP. If no questions were asked, all you need to do is initial the confirmation page and fax or send that page back.

Thank you for your early response.

Warmest regards,



KATHE SADLER
Data Specialist

If you ever want to give up your day job you could play the leading role in the Walt Disney classic, *Mary Poppins*, since you're practically perfect in every way (or at least your J-90 is). Initial and send back the confirmation page and you are done. Thanks, Kathe

2019-20 J-90

Data Confirmation Request

For

GRAVENSTEIN UNION ELEMENTARY

4970714

Please review your J-90 information and answer any questions we have regarding your data. Then either confirm that the data is correct as submitted or will be after edits are made.

All information is correct: _____
(Initials)

All information will be correct after edits are made: _____
(Initials)

Please mail or fax to:

School Services of California
1121 L Street, Suite 1060
Sacramento, CA 95814

Fax: (916) 446-2011
Phone: (916) 446-7517 ext. 1200
email: kathes@sscal.com

CERTIFICATED TEACHER SALARY SCHEDULE WITH PLACEMENT, 2019-20 (FORM J-90)

AGENCY CODE	AGENCY NAME	TOTAL SALARIES	TOTAL F.T.E.	AVERAGE SALARY FROM SALARY SCHEDULE
4970714	GRAVENSTEIN UNION ELEMENTARY	3,762,672	47.61	79,031

CLASS I			CLASS II		CLASS III		CLASS IV		CLASS V	
BA+30			BA+45		BA+60		BA+75			
STEP	ANNUAL SALARY	F.T.E.	ANNUAL SALARY	F.T.E.	ANNUAL SALARY	F.T.E.	ANNUAL SALARY	F.T.E.	ANNUAL SALARY	F.T.E.
1	57,772	0.00	57,772	0.00	0	0.00	0	0.00	0	0.00
2	57,772	0.00	59,171	3.00	0	0.00	0	0.00	0	0.00
3	57,798	0.00	60,612	0.00	63,560	1.00	0	0.00	0	0.00
4	59,202	0.00	62,083	0.00	65,115	0.00	0	0.00	0	0.00
5	60,643	2.00	63,602	2.00	66,701	1.00	69,961	1.00	0	0.00
6	62,120	0.00	65,151	0.00	68,334	0.00	71,667	0.00	0	0.00
7	63,638	0.00	66,742	0.00	69,998	1.84	73,424	0.00	0	0.00
8	65,188	0.00	68,370	1.00	71,708	0.00	75,218	1.00	0	0.00
9	66,774	0.00	70,039	1.00	73,466	0.00	77,059	1.00	0	0.00
10	68,406	2.00	71,750	0.00	75,260	1.00	78,947	0.00	0	0.00
11	70,076	0.00	73,508	0.00	77,101	1.00	80,881	1.00	0	0.00
12	71,792	1.93	75,307	0.00	78,994	1.00	82,862	0.00	0	0.00
13	0	0.00	77,148	0.00	80,928	0.00	84,896	1.00	0	0.00
14	0	0.00	79,040	1.00	82,914	0.00	86,986	1.00	0	0.00
15	0	0.00	80,975	2.67	84,948	1.00	89,113	2.00	0	0.00
16	0	0.00	0	0.00	0	0.00	89,113	3.00	0	0.00
17	0	0.00	0	0.00	0	0.00	89,113	1.00	0	0.00
18	0	0.00	0	0.00	0	0.00	91,307	3.17	0	0.00
19	0	0.00	0	0.00	0	0.00	91,307	1.00	0	0.00
20	0	0.00	0	0.00	0	0.00	91,307	1.00	0	0.00
21	0	0.00	0	0.00	0	0.00	93,548	2.00	0	0.00
22	0	0.00	0	0.00	0	0.00	93,548	0.00	0	0.00
23	0	0.00	0	0.00	0	0.00	93,548	1.00	0	0.00
24	0	0.00	0	0.00	0	0.00	95,852	1.00	0	0.00
25	0	0.00	0	0.00	0	0.00	95,852	1.00	0	0.00
26	0	0.00	0	0.00	0	0.00	95,852	0.00	0	0.00
27	0	0.00	0	0.00	0	0.00	98,202	0.00	0	0.00
28	0	0.00	0	0.00	0	0.00	98,202	1.00	0	0.00
29	0	0.00	0	0.00	0	0.00	98,202	0.00	0	0.00
30	0	0.00	0	0.00	0	0.00	100,620	0.00	0	0.00
31	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
32	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
33	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
34	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
35	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
36	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
37	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
38	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
39	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
40	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00

CERTIFICATED BARGAINING UNIT BENEFIT SCHEDULE (ACTIVE EMPLOYEES), 2019-20

AGENCY CODE	AGENCY NAME
4970714	GRAVENSTEIN UNION ELEMENTARY

Benefit Plans:	Single Party Plan	Two-Party Plan	Three-Party Plan	Family Plan	Composite Plan
MEDICAL					
Kaiser					
Annual Cost of Plan:	9,222.00	18,444.00	0.00	23,977.00	0.00
District Contribution:	8,400.00	11,400.00	0.00	13,200.00	0.00
Number of FTE's:	15.84	5.00	0.00	3.00	0.00
PERS Choice					
Annual Cost of Plan:	10,334.00	0.00	0.00	26,869.00	0.00
District Contribution:	8,400.00	0.00	0.00	13,200.00	0.00
Number of FTE's:	1.00	0.00	0.00	1.00	0.00
PERS Select					
Annual Cost of Plan:	6,243.00	12,487.00	0.00	16,233.00	0.00
District Contribution:	6,243.00	11,400.00	0.00	13,200.00	0.00
Number of FTE's:	5.00	2.00	0.00	5.00	0.00
DENTAL					
Delta					
Annual Cost of Plan:	0.00	0.00	0.00	0.00	1,542.00
District Contribution:	0.00	0.00	0.00	0.00	1,190.16
Number of FTE's:	0.00	0.00	0.00	0.00	45.93
VISION					
VSP					
Annual Cost of Plan:	0.00	0.00	0.00	0.00	343.20
District Contribution:	0.00	0.00	0.00	0.00	343.20
Number of FTE's:	0.00	0.00	0.00	0.00	45.00

AGENCY NAME: GRAVENSTEIN UNION ELEMENTARY (4970714)

- Percentage of regular salary schedule change for 2019-20: 4%
- One-time or "Off the Schedule" Across the Board Bonus: 0.00
- Any Contingency Language in your Collective Bargaining Agreement that could Retroactively Increase/Decrease your 2019-20 Teachers Salary Schedule? (Yes/No): N
- Number of Scheduled/Required Service or Work Days for Returning Teachers: 183
- Number of Teacher Instructional Days: 180
- Does Your District's Salary Schedule Include Health & Welfare Benefits Amounts? N
- Effective Date of the 2019-20 Certificated Salary Schedule: 07/01/2019
- Highest Entry Level Step for an Experienced Teacher: Step 30 Column 4
- Highest Entry Level Step for an Emergency / Credential Teacher: Step 1 Column 2
- Number of FTEs with an Emergency or Intern Credential: 0
- Summer School Classroom Teacher Pay Rate:
 - Hourly \$0 Daily \$0 Session \$0
 - Summer School Teacher Pay Rate Explanation:

- Number of Charter School FTE included on the Salary Schedule: 45.56
- Other Professionals Paid from the Same Salary Schedule:
 - Counselor N Psychologist Y Nurse N Librarian N

Certificated Bargaining Unit Salary Enhancements:	% or Amount	FTE
Masters Degree	\$1,000	11.84
Doctorate Degree	0	0
Special Education Assignment	0	0
Bilingual Assignment	0	0
CLAD Certificate	0	0
BCLAD Certificate	0	0
National Teacher Certification	0	0

- Do these bonuses increase automatically as across-the-board increases are applied to the salary schedule?: N

Other Salary and Service Day Information:	Salary	Days
Elementary School Principals	\$113,000	210
Middle School Principals	\$127,700	210
High School Principals	0	0
Superintendent	\$151,000	225
Percent for less than full-time Superintendent:		0%

- Name of the agency if the district purchases health plans through a joint powers authority or trust: *PERS*
- Age or Number of Years a Retiree Receives Health and Welfare Benefits: 65 years of age
- Retires with any Health and Welfare Benefits Provided for Life? (Yes/No): N
- Health and Welfare Benefit Maximums for Active FTEs:
 - Maximum Contribution for a Cafeteria Plan: 0
 - Maximum Contribution for a Employee Only Plan: 8,400
 - Maximum Contribution for a Two-Party Plan: 11,400
 - Maximum Contribution for a Three-Party Plan: 0
 - Maximum Contribution for a Family Plan: 13,200
 - Indicate whether the Health and Welfare Benefit Maximums are Hard Caps or Soft Caps: HARD
- Date of latest actuarial study for its post-employment benefits: 12/04/2019
- Unfunded liability amount as reported in the study: 2,253,126

August 20, 2020

David Rose, Superintendent
Gravenstein Union School District
3840 Twig Avenue
Sebastopol, CA 95472

Dear Mr. Rose,

Thank you for the submission of the 2020-21 Adopted Budget. We recognize the District's efforts in the development of a budget and financial plan that provides for ongoing financial stability. On June 29, 2020, the Governor signed the State Budget Act and most of the associated trailer bills. The provisions of these bills, coupled with the advice contained in the Common Message – Adopted Budget/45-Day Revision 2020, were used in our review.

In accordance with Education Code Section 42127, the Sonoma County Superintendent of Schools (County) has reviewed the Gravenstein Union School District's (District) 2020-21 Adopted Budget to determine if it complies with the Criteria and Standards for fiscal stability and allows the District to meet its financial obligations for the budget and two subsequent years.

The District's Adopted Budget has been analyzed in the context of the May Revision to the Governor's budget proposal for the 2020-21 year, as well as the 2020-21 Adopted State Budget and related trailer bills that were approved subsequent to the District's budget adoption. Based on our analysis, the County Office has concluded the District has met the necessary requirements and therefore **approves** the District's budget as adopted by the District Board of Trustees (Board).

Adopted Budget

As adopted by the District's Governing Board, the 2020-21 budget reflects an ending fund balance in the General Fund, which includes the District and its conversion charter schools, of \$7,928,271; comprised of \$7,458,758 in unrestricted fund balance and \$469,513 in restricted fund balance. The minimum state reserve level of 4% for a district of your size has been met. In 2020-21, the General Fund reports unrestricted deficit spending of -\$738,142. Even though the District meets minimum reserve requirements, the County Office remains concerned about on-going deficit spending. We urge the District to review and monitor revenues, expenditures, and fund balances of all funds.

The District is projecting an unrestricted ending fund balance of \$5,134,856 in 2021-22 with unrestricted deficit spending of -\$2,323,902 and \$2,576,856 in 2022-23 with unrestricted deficit spending of -\$2,558,000. The minimum state reserve reported as met in both years.

It is important to have sufficient reserves in place to support unexpected changes in projected revenues which are uncertain in amount. The County supports the District's continual exploration of cost cutting measures that will help build or maintain the District's reserves to allow for long term fiscal stability.

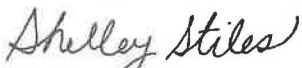
Collective Bargaining

Based upon the Criteria and Standards, negotiations with all bargaining units in the 2020-21 fiscal year are settled. Because these costs make up the largest portion of the District's budget, any salary and/or benefit increase could adversely impact the fiscal condition of the District. We caution the District to ensure that the costs of any proposed agreement be supported by ongoing revenues to avoid creating or exacerbating structural deficits. Before the District takes any action on a proposed collective bargaining agreement, Government Code Section 3547.5 requires the District to certify financial projections reflecting the impact of any salary negotiations on the current or two subsequent years.

Summary

Our Office appreciates the preparation and timely submittal of your Adopted Budget report. A technical review will be communicated to the business office. The First Interim Report is due to our office no later than December 15, 2020. **Please see the attached for standard reminders.** If you have any questions, please feel free to call me at (707) 524-2635.

Sincerely,



Shelley Stiles

Director, External Fiscal Services

c:

Wanda Holden, District CBO

Steven D. Herrington, Ph.D., County Superintendent of Schools

Mary Downey, SCOE Deputy Superintendent, Business Services

Linda Daugherty, SCOE District Fiscal Management Advisor

2020-21 Annual Standard Reminders ~ All Districts

Collective Bargaining Disclosure

SCOE Business requests copies of collective bargaining disclosures 10 days prior to board approval: If any collective bargaining settlements are reached during the current year all districts are being reminded of the public disclosure obligation. An important AB 1200 reporting requirement is the statute for tentative collective bargaining agreements to meet the requirements of Government Code Section 3547.5 and Education Code Sections 42131 and 42142, both of which outline the District's responsibilities for public disclosure and budget revisions for collective bargaining agreements. A three-year analysis must be completed to determine the impact of negotiations in future years. The superintendent and chief business officer must certify that the District can meet the costs incurred under the agreement. The governing board must take formal board action to approve the proposed agreement. Please note that within 45 days of the settlement, the District must send to SCOE any revisions to the District's current budget necessary to fulfill the terms of the agreement.

Submission of Studies, Reports, Evaluations and/or Audits

Education Code Sections 42127 and 42127.6 require districts to submit to the County Office any studies, reports, evaluations, or audits done of the district that contain evidence that the district is showing fiscal distress. They also require the County Office to incorporate that information into the analysis of budgets, interim reports, and the District's overall financial condition.

We request that the District submit to this office any such documents commissioned by the District (e.g. reports done by Fiscal Crisis and Management Assistance Team), or by the State Superintendent of Public Instruction and/or a state control agency any time they are received by your District.

SB740

Please note that a SB740 funding determination may be required when a charter school offers instructional time in a non-classroom-based setting. Charter schools that do not submit a request by the due date may not receive a funding determination, and could have their State apportionment associated with its non-classroom-based ADA reduced to zero. SB740 regulations, instructions and form can be found at:

<https://www.cde.ca.gov/sp/ch/nclrbifunddet.asp>

Requirements for Debt Management Policy and Practices

Effective January 1, 2017, (per **Senate Bill (SB) 1029**, Hertzberg) issuers must certify on the **Report of Proposed Debt Issuance** (<http://www.treasurer.ca.gov/cdiac/reporting.asp>) that they have:

- ✚ Adopted local debt policies concerning the use of debt; and
- ✚ The proposed debt issuance is consistent with those policies.

The issuer's **local debt policies** *must* include (A) through (E), below:

- A. The purposes for which the debt proceeds may be used.
- B. The types of debt that may be issued.
- C. The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
- D. Policy goals related to the issuer's planning goals and objectives.
- E. The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

FCMAT has prepared a Fiscal Alert which provides a **sample Debt Management Policy** which is located at <http://fcmat.org/fcmat-fiscal-and-legal-alerts/>.

SB 1029 contains a declaration that state and local agencies should adopt comprehensive written debt management policies pursuant to the recommendation of the Government Finance Officers Association (GFOA). The GFOA is a national association of government finance professionals with a shared mission to promote excellence in state and local government financial management. The GFOA provides **best practices** and a link to the **Debt Issuance Checklist: Considerations When Issuing Bonds** at <http://www.gfoa.org/debt-management-policy> (bottom of the webpage).

California Debt and Investment Advisory Commission's (CDIAC) website contains the necessary reporting forms and fees which can be found at the website <http://www.treasurer.ca.gov/cdiac/reporting.asp>. CDIAC's guidance regarding SB1029 is located at <http://www.treasurer.ca.gov/cdiac/> by clicking on "Guidance on 1029 Implementation with SB1029" on the left side of the webpage. Some of its guidance is noted below:

Government Code 8855(i) requires any issuer of public debt to provide a *Report of Proposed Debt Issuance* to the California Debt Investment and Advisory Commission *no later than 30 days before the sale* of such debt.

Government Code section 8855(k) ~ Effective January 1, 2017, state and local issuers are required to submit an **annual debt transparency report** for any issue of debt for which they have submitted a *Report of Final Sale* during the reporting period. The annual debt transparency report is due to CDIAC within seven (7) months of the close of the reporting period, defined as July 1st to June 30th. This provision makes January 31st the effective deadline for submittal of the annual debt transparency report. Debt issued between January 1, 2017 and June 30, 2017, and reported to CDIAC on or after January 21, 2017 will be required to submit an annual debt transparency report no later than January 31, 2018.

Minimum annual debt transparency reporting information and additional requirements/stipulations apply. Please see the Guidance from CDIAC for more detailed information.

Reporting Requirements for Proposed Debt Issuances

AB 2274 amended Government Code Section 8855 and is effective January 1, 2015. It requires LEAs to notify the California Debt Investment Advisory Commission (CDIAC) of **any proposed debt issuance**, which would include refinancing and other secondary issuances. In addition, the bill established reporting timeframes. No later than 30 days *prior to the sale* of any debt issue, the issuer shall submit a report of the proposed issuance to CDIAC. Not later than 21 days *after*

the sale of the debt, the issuer shall submit a report of final sale to CDIAC. Instructions to all of the requirements that CDIAC needs depending on the type of debt transaction and applicable reporting forms are available at: <http://www.treasurer.ca.gov/cdiac/reporting.asp>

AB 2551 enhances transparency requirements for local bond elections, including Proposition 39 (2000) and two-thirds vote general obligation bonds. The bill requires LEAs attempting to pass local bonds to *submit to their local elections office* the total estimated debt service, including principal and interest, if all bonds are issued, as part of the Tax Rate Statement required pursuant to Elections Code Sections 9400-9401. The aforementioned reporting requirements are applicable to any issuance of debt after AB 2274 adds reporting requirements to debt from bonds already approved by voters. It requires agencies to notify CDIAC of *any* proposed debt issuance, which **would include refinancing and other secondary issuances. The provisions of AB 2551 will be required for any local bond elections after January 1, 2015.**

Reporting Requirements for Non-Voter-Approved Debt

Education Code Section 17150 requires school districts to notify the County Superintendent of Schools and County Auditor at least 30 days prior to the governing boards' approval of the issuance of certificates of participation (COPs) or other non-voter-approved debt secured by real property such as: Lease purchases (LP) secured by real property; Qualified Zone Academy Bonds (QZABs) secured by real property; Revenue bonds; Energy Loans or Bond Anticipation Notes (BANs). Under the new law, the district must provide repayment schedules, evidence of the ability to repay, and costs of issuance as well as information necessary to assess the anticipated effect of the debt issuance. Within 15 days of the receipt of the information, the County Superintendent of Schools and the County Auditor are authorized to comment publicly regarding the district's capacity to repay the debt obligation, based on the information provided.

Additional Standard Reminders for School Districts with Qualified or Negative Certifications

Debt Issuance

The statutory requirements for debt issuance for school districts with qualified or negative interim report certifications are specifically addressed by E.C. Section 42133(a), and read as follows:

"A school district that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds, or any other debt instruments that do not require the approval of the voters of the district, nor may the district cause an information report regarding the debt instrument to be submitted pursuant to subdivision (c) of Section 149 of Title 26 of the United States Code, unless the county superintendent of schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. A school district is deemed to have a qualified or negative certification for purposes of this subdivision if, pursuant to this article, it files that certification or the county superintendent of schools classifies the certification of that fiscal year to be qualified or negative."

E.C. Section 15140 (b) notes that a district that has received a qualified or negative certification in its most recent interim report, may not issue and sell bonds on its own behalf pursuant to this chapter without further action of the board of supervisors or officers of that county or of any other county in which a portion of the school district or community college district is located.

Collective Bargaining

Government Code Section 3540.2 provides added oversight related to the collective bargaining process. Any school district with a Qualified or Negative certification under Education Code Section 42131 **shall allow the county office of education at least ten working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer, or designated representative, before it is ratified.** The school district shall provide the county office with all information relevant to yield an understanding of financial impact of that agreement. The county superintendent shall notify the school district, county board of education, district superintendent, governing board of the school district, and each parent and teacher organization of the district within those 10 days if, in his or her opinion, the agreement would endanger the fiscal well-being of the school district.

Per Government Code 3540.2(d), a school district shall, upon request, provide the county superintendent of schools with all information relevant to provide an understanding of the financial impact of any final collective bargaining agreement reached.



August 26, 2020

Dear Select School District and County Office of Education Superintendents and
Charter School Administrators:

LOCAL CONTROL AND ACCOUNTABILITY PLAN FEDERAL ADDENDUM

I am writing to update you on the status of the approval of your local educational agency's (LEA's) Local Control and Accountability Plan Federal Addendum (LCAP Federal Addendum). As your LEA has completed all requirements regarding their LCAP Federal Addendum, the California Department of Education (CDE) will recommend that the State Board of Education (SBE) approve your LEA's LCAP Federal Addendum during their meeting on September 10-11, 2020. Once this action is taken by the SBE, your LEA will have an approved LEA Plan as defined in California's Every Student Succeeds Act State Plan.

The LCAP Federal Addendum is one component of California's integrated local, state, and federal accountability and continuous improvement system and compliments the Local Control and Accountability Plan (LCAP) to provide stakeholders with a comprehensive picture of how funds are used to support students in your LEA. To ensure this information is transparent and available to your stakeholders, the CDE recommends that your LEA posts its approved LCAP Federal Addendum on your LEA website in the same location as your LCAP prior to the September 10-11, 2020 State Board of Education meeting.

If you have any questions regarding this letter, the LCAP Federal Addendum, or the LEA Plan please contact the Local Agency Systems Support Office by email at LCFF@cde.ca.gov.

Sincerely,

Rachael Maves, Deputy Superintendent of Public Instruction
Instruction and Measurement Branch

RM:hb

ReqPay12d

Board Report

Checks Dated 08/01/2020 through 08/31/2020

Board Meeting Date September 10, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1796241	08/06/2020	U.S. Bank Corporate Payment	01-4350	Mail basket for Grav Office	3.03	
			01-4400	Tents-Covid-Grav	94.43	
			01-5202	Covid Conference-Pugno	7.92	
				Covid Conference-Rose	4.95	
			03-4310	Class Supplies -Barrera	45.71	
				Class Supplies-Crandall	163.81	
				Class Supplies-Grimm	21.78	
				Spanish-Online Workshop	89.00	
				Workshop-Spanish	280.00	
			03-4340	Class Supplies-Covid	414.29	
				Student Handwashing Timers-Grav	36.03	
			03-4350	Mesh Baskets for DO office	34.85	
			03-4400	Supplies -Covid	1,090.74	
			03-5202	"Social and Emotional Online Training" - Grav	232.00	
				Conference-Covid-Pugno	91.08	
				Conference-Covid-Rose	59.40	
				04-4400 Covid Supplies	67.65	
				04-5202 Conference-Covid-Rose	34.65	
				13-4390 Lock Box -FRMP Applications	106.40	2,877.72
			1796242	08/06/2020	U.S. Bank Corporate Payment	01-9510
03-9510	Cal Card Payment-Delta Trak	3,944.63				
			04-9510	Cal Card Payment-Delta Trak	2,301.04	6,574.39
1796243	08/06/2020	CodeCombat Inc.	04-9510	Licenses for Code Combat		2,500.00
1796244	08/06/2020	School and College Legal	01-5200	Workshop-Employee Health Leave Rights	4.00	
			03-5200	Workshop-Employee Health Leave Rights	48.00	
			04-5200	Workshop-Employee Health Leave Rights	28.00	80.00
1796245	08/06/2020	Fishman Supply Company	01-9510	Custodial Supplies-District	26.56	
			03-9510	Custodial Supplies-District	318.66	
			04-9510	Custodial Supplies-District	185.89	531.11
1796246	08/06/2020	Sposato, Brian H	01-4380	Materials for Marque	3.67	
			03-4380	Materials for Marque	67.60	71.27
1796247	08/06/2020	Trivunovic, Beth	03-4310	Reimb. Ed. Com Memberships	19.82	
			03-8699	Reimb. Ed. Com Memberships	160.00	179.82
1796248	08/06/2020	Reid - Tomsky, Stephanie L	03-4310	DL Supplies		148.37
1796249	08/06/2020	Ally Technology Consulting LLC	01-5840	IT Consultant 2020-21	162.50	
			03-5840	IT Consultant 2020-21	1,950.00	
			04-5840	IT Consultant 2020-21	1,137.50	3,250.00

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

ReqPay12d

Board Report

Checks Dated 08/01/2020 through 08/31/2020

Board Meeting Date September 10, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1796250	08/06/2020	Fishman Supply Company	01-4370	Gravenstein Custodial Supplies-District	19.67	
			03-4370	Gravenstein Custodial Supplies-District	236.16	
			04-4370	Gravenstein Custodial Supplies-District	137.76	393.59
1796251	08/06/2020	SDI INNOVATIONS, INC.	03-4310	Student Planners 2020-21	937.85	
			04-4310	Student Planners 2020-21	1,172.30	2,110.15
1796252	08/06/2020	U.S. Bank Equipment Finance	01-5631	Copier Lease for Schools and DO for 2020-21	35.27	
			03-5631	Copier Lease for Schools and DO for 2020-21	423.38	
			04-5631	Copier Lease for Schools and DO for 2020-21	246.98	705.63
1796253	08/06/2020	All-Guard Alarm Systems, Inc	03-5800	Alarms-Hillcrest & Gravenstein 2020-21 SY	936.75	
			04-5800	Alarms-Hillcrest & Gravenstein 2020-21 SY	663.75	1,600.50
1796254	08/06/2020	Horizon	01-4370	Sprinkler/Covid Supplies-HMS/Grav	16.38	
			03-4370	Sprinkler/Covid Supplies-HMS/Grav	196.61	
			04-4370	Sprinkler/Covid Supplies-HMS/Grav	114.70	
			04-4380	Sprinkler/Covid Supplies-HMS/Grav	398.58	726.27
1796255	08/06/2020	Office Depot	01-4350	District Office Supplies	9.02	
			01-4370	Facial Tissues/Wipes- District	18.33	
			03-4310	Class Supplies- Team 4	2,165.61	
				Class Supplies- Team 5	390.20	
				Class Supplies- Team K	528.91	
			03-4350	District Office Supplies	108.26	
			03-4370	Facial Tissues/Wipes- District	219.95	
			04-4350	District Office Supplies	63.15	
			04-4370	Facial Tissues/Wipes- District	128.30	3,631.73
1796256	08/06/2020	Sonoma West Publishers, Inc.	01-5880	Sonoma West Times Yearly Subscription	3.00	
			03-5880	Sonoma West Times Yearly Subscription	36.00	
			04-5880	Sonoma West Times Yearly Subscription	21.00	60.00
1797088	08/13/2020	Fishman Supply Company	04-4370	Auto Scrubber Machine Repair		1,428.51
1797089	08/13/2020	Urmini, Christina	03-4310	Reimb. 5th Gr Suppy Bag		205.04
1797090	08/13/2020	CASBO	01-5200	CASBO - Organizational Subscription 2020-21	50.00	
			03-5200	CASBO - Organizational Subscription 2020-21	600.00	
			04-5200	CASBO - Organizational Subscription 2020-21	350.00	1,000.00
1797091	08/13/2020	Counterpoint Construction Services, Inc.	40-6200	Facilities Project Management Services		1,830.00

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

ReqPay12d

Board Report

Checks Dated 08/01/2020 through 08/31/2020

Board Meeting Date September 10, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1797092	08/13/2020	Office Depot	01-4310	Class Supplies- Team 1	682.50	
			01-4350	District Office Supplies	3.54	
			03-4310	Class Supplies- Team 1	682.52	
				Class Supplies- Team 3	5.60	
				Class Supplies- Team 5	1,472.69	
			03-4350	District Office Supplies	42.54	
			04-4310	Class Supplies -Dexter	100.29	
			04-4350	District Office Supplies	24.82	3,014.50
1797093	08/13/2020	Pacific Gas & Electric	01-5520	Electric and Gas for 2020-21 @ Gravenstein	90.56	
			03-5520	Electric and Gas for 2020-21 @ Gravenstein	362.23	
			04-5520	Electric and Gas for 2020-21 @ Hillcrest	539.97	992.76
1797094	08/13/2020	Seesaw Learning, Inc.	01-4340	SeeSaw License TK-2 8/1/2020-7/31/2021	220.00	
			03-4340	SeeSaw License TK-2 8/1/2020-7/31/2021	1,292.50	1,512.50
1797095	08/13/2020	Teachers Pay Teachers	04-4340	Spanish Curriculum- Hurtado		40.49
1797940	08/20/2020	Alpha Analytical Laboratories,	01-9510	Water testing for Gravenstein and HMS	2.56	
			03-9510	Water testing for Gravenstein and HMS	29.44	
			04-9510	Water testing for Gravenstein and HMS	32.00	64.00
1797941	08/20/2020	Brown, Allison N	03-4310	Reimb. Class Supplies	218.92	
				Reimb. Teacher Supplies	108.27	327.19
1797942	08/20/2020	Helton, Linda M	04-4340	Reimb. DL Program		120.00
1797943	08/20/2020	Gorman, Megan K	03-4310	Reimb. DL class supplies	47.60	
			03-4440	Reimb. DL supplies	172.78	220.38
1797944	08/20/2020	Sposato, Brian H	01-4380	Reimb. Soil Delivery	6.40	
			03-4380	Reimb. Soil Delivery	73.60	
			04-4380	Reimb.Maint. Materials	110.38	190.38
1797945	08/20/2020	Barrera, Alicia E	03-4310	Reimb. DL Program		105.73
1797946	08/20/2020	Johnson, Heather L	04-4340	Reimb. DL Program		72.00
1797947	08/20/2020	Benz, Lisa	04-4310	Reimb.Envelopes		73.02
1797948	08/20/2020	Steen-Larsen, Stephanie R	01-5862	Reimb. Live Scan	1.25	
			03-5862	Reimb. Live Scan	15.00	
			04-5862	Reimb. Live Scan	8.75	25.00
1797949	08/20/2020	Amplify Education Inc.	03-4110	Amplify Science Grades 3 and 5- Reorder Notebooks		1,682.64
1797950	08/20/2020	AT&T Calnet 3	04-5911	Hillcrest AT&T CALNET 3 Charges 2021-21		62.01
1797951	08/20/2020	Office Depot	03-4310	Class Supplies- Team 3		18.18
1797952	08/20/2020	Michael Suarez	01-5202	Distant Learning Webinar-SSU	75.00	

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

ESCAPE ONLINE

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ReqPay12d

Board Report

Checks Dated 08/01/2020 through 08/31/2020

Board Meeting Date September 10, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1797952	08/20/2020	Michael Suarez	03-5202	Distant Learning Webinar-SSU	900.00	
			04-5202	Distant Learning Webinar-SSU	525.00	1,500.00
1797953	08/20/2020	Rajeev Virmani	01-5202	Distant Learning Webinar-SSU	75.00	
			03-5202	Distant Learning Webinar-SSU	900.00	
			04-5202	Distant Learning Webinar-SSU	525.00	1,500.00
1797954	08/20/2020	Sposato, Brian H	01-4370	Reimb. Cleaning Supplies	5.90	
			03-4370	Reimb. Cleaning Supplies	70.79	
			04-4370	Reimb. Cleaning Supplies	41.30	117.99
1797955	08/20/2020	Crandall, Sara K	03-4440	Reimb. Laptop		500.00
1797956	08/20/2020	Deeths, William H	01-4440	Reimb. Lenovo Computers	1,309.39	
			03-4440	Reimb. Lenovo Computers	15,712.74	
			04-4440	Reimb. Lenovo Computers	9,165.76	26,187.89
1797957	08/20/2020	ACSIG	01-9573	Employee's Dental Plan Coverage 2020-21		9,380.50
1797958	08/20/2020	Alpha Analytical Laboratories,	01-5830	Water testing for Gravenstein	2.56	
			03-5830	Water testing for Gravenstein	29.44	
			04-5830	Water testing for Hillcrest	32.00	64.00
1797959	08/20/2020	Fishman Supply Company	01-4370	Gravenstein Custodial Supplies-District	39.09	
			03-4370	Gravenstein Custodial Supplies-District	469.07	
			04-4370	Gravenstein Custodial Supplies-District	273.62	781.78
1797960	08/20/2020	Oriental Trading Company	03-4310	Classroom Supplies- Team K/TK		115.10
1797961	08/20/2020	Pitney Bowes Postage By Phone	01-5950	Postage for postage machine	1.01	
			03-5950	Postage for postage machine	12.16	
			04-5950	Postage for postage machine	7.10	20.27
1797962	08/20/2020	Recology Sonoma Marin	01-5560	Recology-Gravenstein	73.82	
			03-5560	Recology-Gravenstein	848.93	
			04-5560	Recology-Hillcrest 2020-21	649.49	1,572.24
1797963	08/20/2020	SyTech Solutions	01-5830	Document Management Services 2020-21	13.32	
			03-5830	Document Management Services 2020-21	159.90	
			04-5830	Document Management Services 2020-21	93.28	266.50
1797964	08/20/2020	Weeks Drilling & Pump Co. Inc.	01-5530	Gravenstein Elem Water Service for 2020-21	38.00	
			03-5530	Gravenstein Elem Water Service for 2020-21	437.00	
			04-5530	Hillcrest Water Service for 2020-21	475.00	950.00
1798967	08/27/2020	Fishman Supply Company	01-4370	Custodial Supplies-District	19.87	
			03-4370	Custodial Supplies-District	238.51	
			04-4370	Custodial Supplies-District	139.12	397.50
1798968	08/27/2020	Van Dyke, Kory L	03-4310	Bags for Class Supplies		34.62

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ReqPay12d

Board Report

Checks Dated 08/01/2020 through 08/31/2020

Board Meeting Date September 10, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1798969	08/27/2020	Redfern, Sally R	03-4310	Reimb. DL supplies		34.62
1798970	08/27/2020	Mattish, Suzanne M	03-4340	Reimb.DL software		69.95
1798971	08/27/2020	Sposato, Brian H	01-4370	Reimb. Custodial Supplies	16.55	
			01-4380	Reimb. Soil Delivery	6.40	
			03-4370	Reimb. Custodial Supplies	198.52	
			03-4380	Reimb. Soil Delivery	73.60	
			04-4370	Reimb. Custodial Supplies	115.80	
			04-4380	Reimb. Alarm Batteries	76.28	487.15
1798972	08/27/2020	Haas, Elsbeth B	03-4310	Reimb. DL supplies	50.04	
			03-4340	Reimb.DL software	69.95	119.99
1798973	08/27/2020	Clement, Kadie L	03-4310	Bags for Class Supplies	32.46	
			03-4440	Earphones for DL	54.05	86.51
1798974	08/27/2020	Barrera, Alicia E	03-4340	Reimb. DL software	69.95	
				Reimb.DL software	49.00	118.95
1798975	08/27/2020	CDW Government Inc	01-4340	Windows 10 Pro -Upgrade License # LNzb216	127.04	
			03-4340	Windows 10 Pro -Upgrade License # LNzb216	1,524.48	
			04-4340	Windows 10 Pro -Upgrade License # LNzb216	889.28	2,540.80
1798976	08/27/2020	Fishman Supply Company	01-4370	Gravenstein Custodial Supplies-District	40.86	
			03-4370	Gravenstein Custodial Supplies-District	490.30	
			04-4370	Gravenstein Custodial Supplies-District	286.02	817.18
1798977	08/27/2020	Grainger Inc.	01-4370	Furnace Filters for Grav	6.22	
			01-4380	Maintenance Supplies at Gravenstein	2.27	
			03-4370	Furnace Filters for Grav	70.42	
			03-4380	Maintenance Supplies at Gravenstein	26.09	105.00
1798978	08/27/2020	MCI Comm Service	12-5911	Daycare Phone Line for 2020-21		14.32
1798979	08/27/2020	Ray Morgan Company	01-5633	Copier Contract Charges 2020-21		388.23
1798980	08/27/2020	School Services Of California	01-5200	WORKSHOP REGISTRATION: HUMAN RESOURCES ESSENTIALS	13.75	
			03-5200	WORKSHOP REGISTRATION: HUMAN RESOURCES ESSENTIALS	165.00	
			04-5200	WORKSHOP REGISTRATION: HUMAN RESOURCES ESSENTIALS	96.25	275.00
1798981	08/27/2020	The Library Store	01-4390	Library Materials	15.88	
			03-4390	Library Materials	182.62	198.50
1798982	08/27/2020	Dellosa, Michelle N	01-4310	Reimb. DL Supplies		123.63

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ReqPay12d

Board Report

Checks Dated 08/01/2020 through 08/31/2020

Board Meeting Date September 10, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1798983	08/27/2020	Wittenberg, Rachel R	04-4310	Reimb. Teacher Supplies		298.74
1798984	08/27/2020	Ally Technology Consulting LLC	04-4340	Networking Equipment for Hillcrest School	1,470.00	
			04-4440	Equipment and Accessories for Fiber Upgrade	487.13	
				Networking Equipment for Hillcrest School	54.10	
			04-5840	Networking Equipment for Hillcrest School	500.00	
			04-6400	Networking Equipment for Hillcrest School	13,531.25	16,042.48
1798985	08/27/2020	AT&T Mobility	01-5840	Wireless Service - year 1	42.34	
			03-5840	Wireless Service - year 1	508.03	
			04-5840	Wireless Service - year 1	296.35	846.72
1798986	08/27/2020	CalPERS Cash & Payment Processing Unit	01-9572	Employee's CalPERS Health Plan Coverage 2020-21		43,708.02
1798987	08/27/2020	School and College Legal	01-5823	School & College Legal Services Retainer 2020-21	780.00	
			03-5823	School & College Legal Services Retainer 2020-21	9,360.00	
			04-5823	School & College Legal Services Retainer 2020-21	5,460.00	15,600.00
27 1798988	08/27/2020	Teachers' Curriculum Institute	04-4110	History Alive! 6th Grade Social Studies		832.39
1798989	08/27/2020	Sposato, Brian H	01-4362	Reimb. Dist. Fuel	4.19	
			01-4400	Reimb. Air Purifiers	60.62	
			01-5630	Reimb. repair supplies	3.84	
			03-4362	Reimb. Dist. Fuel	50.31	
			03-4400	Reimb. Air Purifiers	697.15	
			03-5630	Reimb. repair supplies	44.11	
			04-4362	Reimb. Dist. Fuel	29.35	
			04-4380	Reimb. Maint. Materials	71.92	961.49
1798990	08/27/2020	Alpha Analytical Laboratories,	04-5830	Water testing for Hillcrest		171.00
1798991	08/27/2020	Jack Schreder & Associates, In c.	40-5830	July 2020 - School Facilities Program		123.75
1798992	08/27/2020	Vanessa Nordstrom	03-4340	Reimb. DL Software		69.95
1798993	08/27/2020	Simeone Plumbing, inc.	01-5830	Retrofit Haws Bottle Filler	252.72	
			03-5830	Retrofit Haws Bottle Filler	2,906.28	
			04-5830	Retrofit Haws Bottle Filler	1,053.00	4,212.00
1798994	08/27/2020	Business Card	01-4362	Dist. Fuel	4.39	
			01-4370	Custodial Supplies-Grav	10.45	
			01-4380	Maint. Supplies-Grav	32.66	
			01-4400	Wash Station Supplies-Grav	64.70	
			01-5202	Webinar- Covid-19	7.40	

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Checks Dated 08/01/2020 through 08/31/2020

Board Meeting Date September 10, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1798994	08/27/2020	Business Card	01-5869	Finance charge	49.92	
			03-4362	Dist.Fuel	52.70	
			03-4370	Custodial Supply	120.17	
			03-4380	Maint. Supplies-Grav	375.53	
			03-4400	Maint. Equipment-Grav	744.10	
			03-5202	Webinar-Covid-19	88.80	
			04-4362	Dist.Fuel	30.74	
			04-4400	Maint. Equipmnet-Grav	216.50	
			04-5202	Webinar-Covid-19	51.80	1,849.86
Total Number of Checks					77	171,909.50

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	44	58,589.80
03	Gravenstein Elementary Charte	59	61,137.17
04	Hillcrest Middle Charter	49	50,108.06
12	Child Development Fund	1	14.32
13	Cafeteria Fund	1	106.40
40	Special Reserve-capital Proj	2	1,953.75
Total Number of Checks		77	171,909.50
Less Unpaid Tax Liability			.00
Net (Check Amount)			171,909.50

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

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Gravenstein Union School District

August Payroll Report

September 10, 2020 Regular Board Meeting

Certificated Salary & Benefits

Regular: \$	521,484.45
Supplemental: \$	35,515.73

Classified Salary & Benefits

Regular: \$	114,524.97
Supplemental: \$	13,169.45

Total Salary & Benefits

\$	684,694.60
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Board of Education

Regular Meeting Minutes

DATE: Thursday, August 13, 2020
TIME: 5:00 PM
LOCATION: Gravenstein Elementary, Multipurpose Room

Steve Schwartz, President
Gregory Appling, Clerk
Alexander Kahn, Trustee
Jennifer Koelemeijer, Trustee
Patrick Lei, Trustee

Zoom Link

I. CALL TO ORDER AT 5:00 PM

Meeting called to order at 5:06pm

All board members in attendance.

II. ADOPTION AND APPROVAL OF THE AGENDA Approval of the agenda for August 13, 2020 (2 min.)

Action taken/comments:

No changes made to agenda

III. REPORTS, AND ORAL COMMUNICATIONS

A. Emergency Powers Utilized by the Superintendent Pursuant to Resolution 200316-1 (1 min.)

- Superintendent approved additional workdays for Administrative staff to prepare for DL opening.
- The not to exceed estimate for additional technology that was approved at the July meeting ended up being short \$22 so Superintendent approved this overage.
- Approved \$26,000 to purchased technology devices for staff to aid with Distance Learning (DL).
- Approved contract for language services for \$34,000 due to speech and language teaching continuing leave.

B. (p. 1) Gravenstein Principal (5 min.)

Report included in packet. KP noted overall enrollment is stable with some decreasing due to some parents deciding to homeschool. TK does not currently have a waiting list. Facebook account is up and running as well as we expanded professional development opportunities for staff. Teachers have worked together in grade level groups through the summer to prepare schedules and to provide consistent education across the grade levels (proposed schedules shown on screen but are not included in the packet). We have hotspots ready for students without internet and we have computers ready to be provided to students who do not have them.

C. (p. 3) Hillcrest Principal (5 min.)

Report included in packet. WD noted the work that teachers have done throughout the summer to prepare and how this year is different from any other year in his 21 years of working in education. Maintenance group has installed the new digital marquee. We have lost a number of students due to families moving out of state or choosing to homeschool. Would like to recognize the amount of extra work that teachers have done throughout the summer.

D. Gravenstein Union Teachers' Association (5 min.)

No report from GUTA. Very happy with the MOU that was negotiated with the District.

E. District Site Council (0 min.)

No report at this time due to no meetings held.

F. Gravenstein Parent Association, GPA (5 min.)

Report included in the packet. Due to the current situation the ask for donations has been changed for this year only to \$45/month per student. The pledge documents will go out in the student supply packets.

- 1. (p. 4) August 11, 2020 Agenda**
- 2. (p. 5) July 21, 2020 Minutes**
- 3. (p. 9) Financials Through June 30, 2020**

G. Trustee Reports (5 min.)

GA the negotiations team met daily last week with GUTA and the new union Gravenstein Union Classified Employees (GUCE) to develop the MOU's included in the packet. It was a very collaborative effort.

PL with how difficult the summer has been for himself, staff, and all of the GUSD family, would like to extend a thank you to all that have worked extra hard to prepare for the school year

SS - had three meetings related to the Racial Equity Resolution

H. Climate Committee (0 min.)

No report, no meetings at this time.

I. Master Plan Committee (5 min.)

Current Master Plan

1. (p. 16) Update on work with Counterpoint and Quattrocchi Kwok Architects (QKA)

Report is included in the packet. Working with Counterpoint to go over details of the proposal for the heat mitigation project. Board raised questions about the cost listed in the proposal. DR noted that it is not final as they are still working through those items. The heat mitigation project will be at both campuses with the starting focus being on Hillcrest. When site visits are necessary, the goal is to do both campuses back to back to save on cost.

J. (p. 18) Facilities Report (5 min.)

Report is included in the packet. BS and his staff have worked tirelessly to prepare the campuses for the school year.

K. (p. 19) CBO Report (5 min.)

Report is included in the packet. WH noted that additional backup for the report is in various places in the packet. An updated budget will be discussed later in the agenda. The Basic Aid Supplement is still in the budget at a conservative amount as the final amount is still an unknown.

1. (p. 21) Certification of Application for Elementary and Secondary School Emergency Relief (ESSER) Funds

This has been approved.

2. (p. 25) Certification of Application for Learning Loss Mitigation Funds \$292,000

WH noted this will be used to cover additional staff hours needed to prepare for the upcoming school year and purchasing electronics and services for students. All of this will be used during this school year.

L. Superintendent Report/District Correspondence (10 min.)

1. Questions from July Board Meeting

Governor Newsom answered all the questions we had.

No questions from previous meeting to follow up on. DR noted the work that the teachers have been doing is just phenomenal. DR is very optimistic and anxious to get students on campus safely if possible during the year.

IV. PUBLIC COMMENT (15 min.)

At this time the public may address the Board on any item not listed on the agenda. Presentations are limited to three minutes per person per topic. The Board may not respond to presentations. The public may address the Board on any item listed on the agenda at the time the matter is taken up by the Board.

Mrs. Grimm (5th grade teacher) Thanked Administration and Board for allowing teachers to work from home. Grimm noted her home workspace and improved internet connection. Grimm also noted that the 5th grade will be using a “flip classroom” teaching method for this coming school year and working as a team to teach.

V. CONSENT AGENDA (2 min.)

ACTION ITEM

- A. (p. 31) Warrants**
- B. (p. 36) Payroll**
- C. (p. 37) Minutes from the Regular Board Meeting of July 9, 2020**
- D. (p. 45) Consolidated Application and Reporting System, 2020-2021 Spring Submission**

Action taken/comments:

Motion to approve consent agenda

Motion GA Second JK Vote: SS: aye GA: aye PL: aye
JK: aye AK: aye

VI. GENERAL ACTION ITEMS

- A. (p. 61) Resolution Declaring Instructional Method for 2020-2021 School Year, Resolution #200813 (5 min)**

Situation: Sonoma County is currently on the state watch list due to COVID-19 and the associated rates of positive tests, hospitalization rates, as well as ICU bed and ventilator availability. Additionally, on July 17,2020, Governor Gavin Newsom declared that all schools in California shall open using a distance learning model of instruction.

Plan: To open the 2020/2021 school year with a distance learning program.

Recommended motion: For the Board to approve Resolution #200813.

Action taken/comments:

DR noted this is needed to begin the year DL. Once we are off the state's watch list we will apply for a waiver to provided limited instruction on campus. This does not affect IEP's, 504's, etc. meetings or evaluations. The current plan is to stay with DL until October 2nd. The hope is that when it expires we will be able to provide some form of in person instruction.

JK raised the concern about being restricted to DL until October 2nd. JK noted that there is not a clause that would allow us to provide in person instruction prior to that date in the event we come off of the watch list sooner. DR noted the resolution is for while the Governors orders are in place. If things change he would bring the issue back to the board. The resolution is only to give us the ability to open in a DL format.

Note: Discussion continued around the October 2nd date and it is noted that this date appears in the MOU's with GUTA and GUCE and was a negotiation item. Board raised the concern about the need to set a date for parents to plan but at the same time not limiting the ability to make changes if necessary. DR noted that changes would need to be negotiated with GUTA and GUCE and that this document does not limit the ability of the Board to make changes if needed.

After discussion it was decided to make a change on the second page in the wording going from "offering" to "able to offer"

Motion was to approved Resolution #200813 with the wording change.

Motion _ GA__ Second __AK_ Vote: SS: __aye_ GA: _aye__ PL: __aye__
JK: __aye__ AK: __aye__

B. (p. 63) Memorandum of Understanding Between GUSD and Gravenstein Union Teacher's Association (GUTA) Regarding the COVID-19 Pandemic and School Opening during the 2020-2021 School Year (30 min.)

Situation: Due to the governor's order to suspend in-person instruction and open with a distance learning model, an MOU is necessary to outline the details of the instructional plan and to agree upon the working conditions for GUSD teachers. This MOU incorporates the work of the Reopening Committee and the members of the negotiating teams to set a plan for instruction for the coming school year and defines the working conditions for teachers as they provide instruction for GUSD students to open the 2020/2021 school year.

Plan: To implement the guidelines of this MOU with fidelity as we endeavor to provide engaging and rigorous educational opportunities for our students.

Recommended motion: For the Board to approve the MOU with GUTA.

Action taken/comments:

Note: long discussion was held on this topic. Information provided is to show the general discussion. Additional information can be provided if requested.

MOU is included in the packet. DR is very appreciative of all the work that was done on this resolution. Noted the safety items included as well as the instructional items meet the State requirements. The document is compensation neutral as there are no compensation items included in the documents. It only covers DL so if changes to the instructional plan changes, Administration will renegotiate and come back to the Board. Documents also covers applying for the waiver, follows the health orders, and covers the whole year if needed. It does not limit the Board's abilities to make changes if the situation changes, only calls for negotiations.

GA noted that the process to develop the document worked well. It also allows for a safe "meet the teacher" day for students as we get ready for the school year. Noted the amount of time and effort the teachers put into getting ready for the school year.

WH noted that this also covers additional training time for staff.

JK raised several questions related to the October 2nd date, waivers, and the instructional time. Concerned about setting low minimums referring to the chart in the MOU that list times for live instruction. JK trusts the teachers to do a good job but does not want our school to do the "minimum". JK raised the concern that our students might not end up getting as much instructional time as surrounding districts.

AB noted the collaboration between the teachers at the different grade levels focused on providing a consistent and strong DL plan. Also noted the need to teach students in "pods" instead of the whole class at once all the time to provide more focused support.

Parent thanked the Board and Administration for clarifying statements. Parent is concerned about the amount of screen time and is hoping that the screen time will be dedicated more to interacting with teachers and staff than videos.

JK noted that we talked at previous meetings about compiling data around student/teacher instructional time. DR said we have compiled data but have not collected it down to the minute. If the Board request and additional survey be done, then that will be done.

AR spoke regarding teachers planning through the summer to develop a schedule and system for live instruction minutes and not compare what will happen during this school year to the previous spring.

AK comments about how he hopes the parents will see how much work the teachers have done. Studies show that being just lectured to is not conducive to learning. There is a lot of other work that goes into learning like working in groups. The flip classroom approach has been shown to be successful and happy to see that it is being put into place.

JK - appreciates what you both said. She believes in the teachers; this is really about being able to communicate to the parents. Really hopes this is not being taken personally.

Motion to approve MOU between GUSD and GUTA

Motion GA Second AK Vote: SS: aye GA: aye PL: aye
JK: aye AK: aye

C. (p. 131) Memorandum of Understanding Between GUSD and Gravenstein Union Classified Employees (GUCE) Association Regarding the COVID-19 Pandemic and School Opening during the 2020-2021 School Year (5 min.)

Situation: Due to the governor's order to suspend in-person instruction and open with a distance learning model, an MOU is necessary to outline the details of the instructional plan and to agree upon the working conditions for GUSD classified employees. This MOU incorporates the work of the Reopening Committee and the members of the negotiating teams to set a plan for instruction for the coming school year and defines the working conditions for classified employees as they provide support for GUSD students to open the 2020/2021 school year.

Plan: To implement the guidelines of this MOU with fidelity as we endeavor to provide engaging and rigorous educational opportunities for our students.

Recommendation: For the Board to approve the MOU with GUCE.

Action taken/comments:

DR noted that the language is very similar to the GUTA contract but there are differences due to class supervision, childcare and other duties.

SI representing GUCE noted they were happy with the process and happy with the agreement.

SS raised the concern around part-time employees and health insurance. WH noted that they can participate at pro-rated rate and that while there are some employees that don't have health insurance through the district, it is not cost effective, by law all must have health insurance.

Motion to approve MOU between GUSD and GUCE

Motion SS Second GA Vote: SS: aye GA: aye PL: aye
JK: aye AK: aye

D. (p. 111) 45 day Revised 2020/2021 Budget (5 min)

Situation: Annually, the Board is presented with a revised version of the annual budget prior to the 45th day of the fiscal year for their consideration. Potential revisions could arise due to shifts or changes in funding from state or federal sources or significant changes in enrollment or instructional model. For 2020/2021, our proposed budget presented to the Board in June has undergone some changes due to a reversal of anticipated funding cuts from the state.

Plan: To revise the 2020/2021 budget and resume activities and planning that were placed on hold due to anticipated funding cuts.

Recommendation: For the Board to approve the 2020/2021 Revised Budget.

Action taken/comments:

DR funding for this year has been restored to the same as last year plus adds for DL. WH noted increase in salaries (per contract) and increase in some FTE's to handle increase in students. Also, there was an increase in professional development.

WH big takeaways are:

- 7.92% reduction has been changed to 0%
- The deferrals will still happen, but we have a strong reserve
- We are still deficit spending but could break even if Basic Aid Supplement is the same as last year.

Motion to approve 2020/2021 Revised Budget

Motion GA Second JK Vote: SS: aye GA: aye PL: aye
JK: aye AK: aye

E. (p. 110) Management Salary Schedule (5 min.)

Situation: Our current Management Salary Schedule is inconsistent from position to position in terms of the number of column steps and the step increments included on the schedule. The current number of column steps range from 5 to 11 steps and the step increments range from 1.29% to 2.5%. If this revised schedule is adopted for the 2020/2021 school year, the total combined increase in administrative salaries would be \$24,024 for all 6 management employees.

Plan: To amend the salary schedule so that all positions are on one schedule, each position has 11 column steps with equivalent incremental increases, and add language to address doctoral degree holders and longevity increases beyond eleven years. A Management Salary Schedule Committee, including Trustees Koelemeijer and Appling, was created and reviewed the details of this situation, the attached draft is the product of the committee's work. Action on this item was tabled pending an update on the status of the state budget. The anticipated funding cuts from the state were reversed, and funding for GUSD was returned to 2019/2020 levels

Recommended motion: For the Board to approve the revised Management salary schedule.

Action taken/comments

Motion to approve revised Management salary schedule

Motion JK Second AK Vote: SS: aye GA: abstain PL: aye
JK: aye AK: aye

Item G was completed prior to break at 7:14pm returned from break at 7:19pm

F. (included in packet, pages not numbered) Racial Equity Resolution (10 min)

Situation: The Board is considering language for a Resolution to support racial equity practices in place for GUSD.

Plan: For the Board to consider and discuss a draft resolution from a committee led by Board President Schwartz and including staff and parents.

Recommendation: None at this time.

Action taken/comments:

SS - we started a committee about 3 weeks ago and had our first meeting, but felt there wasn't enough diversity. The 2nd meeting had 11 people with some more diverse voices. Thank you to all who weighed in on the committee.

Parent - one of the things that came up was how accessible we can make this to our community members. Hopes that some of this can be incorporated into the classroom. The goal is to make sure that all students feel welcome in their classroom.

BT - greatly appreciates the individuals who joined in the discussion. Looking forward to what the district does with it, looking forward to the professional development, enhancing our classroom libraries with new books. Thank you for getting something out there.

TH - appreciates that SS led these meetings and appreciates all that called in. Equally important that these be followed with action items and feels that that is what is reflected in the second part of this document.

DR - After talking about it over the last couple of days with staff and Admin we are excited to see this happen. This document contains strategies to work with the entire school and to work with students and families who may be facing a challenge or barrier.

AK - would like to thank everyone for crafting this statement. He feels if the admin is comfortable with this statement he would like to support it.

BT - would like to comment that this is ongoing. This is not just talking about Black history month or lunar new year this is an ongoing process.

JK - compliments everyone for all the work involved. It is much more robust than she had anticipated and very excited that we are going to get to move forward with this.

PL - Also thanks everyone for all the work and thinks this is going to take us a lot further.

AK moves to approve with changes indicated in the document.

DR noted that legal counsel suggest we change Black Lives Matter to Black lives matter. The concern raised was around the district supporting a political organization.

Parent from the committee noted that what is being supported is not a political movement but a social movement.

There was discussion about Black Lives Matter and whether it is political or social or an actual organization.

Decision was to re-write the sentence, and still includes Black Lives Matter.

Motion to approve Resolution dated 8/11/2020 with edits

Motion _ AK__ Second __ GA_ Vote: SS: __aye__ GA: __aye__ PL: __aye__
JK: __aye__ AK: __aye__

G. (p. 128) GUSD Mental Health Coordinator (5 min)

Situation: During the March 12, 2020 Board Meeting, the Board approved the creation of a Mental Health Coordinator for GUSD. The position would require a license to provide mental health counseling, and the successful candidate would not only provide student mental health counseling, but would also provide mental health related professional development to staff and recruit and supervisor license candidate trainees and interns to increase the level of service for GUSD.

Plan: For the Mental Health Coordinator to receive an orientation to the district and begin planning support services and activities for students and staff to begin the 2020/2021 school year.

Recommendation: For the Board to approve the hiring of Rosie Steen-Larsen as the GUSD Mental Health Coordinator.

Action taken/comments

DR - introducing Rosie Steen-Larsen. She has worked as a school-based counselor at Santa Rosa High School. RS-L is currently working with SC and DR, have been working together to come up with a plan to deal with the possible emotional stress when we begin with distance learning.

Attempts to connect RS-L to the conversation via phone were not successful

Motion to approve hiring of Rosie Steen-Larsen as the GUSD Mental Health Coordinator.

Motion GA Second SS Vote: SS: aye GA: aye PL: aye
JK: aye AK: aye

H. GUSD Actions to Support Distance Learning and Other Related Essential Services (5 min.)

Situation: With the constant changes in guidelines and mandates related to the suspension of in-person instruction due to the Coronavirus for GUSD students, this item is a placeholder in the event that any action items arise between the time this agenda is posted and the time of the meeting, as well as serving as a potential action item that arises based on Board discussion during the meeting.

Plan: For the Board to consider any new action item based on new or additional mandates as well as any action item put forth by the Board during the meeting.

Recommended motion: None at this time.

No actions for this item at this time.

VII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

No comments on items in closed Session

Adjourned to closed session at 8:05pm

VIII. ADJOURNMENT TO CLOSED SESSION (15 min.)

A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6

1.0 Student Discipline

2.0 Pending litigation

3.0 Administrator Performance Updates

**4.0 Conference with Negotiations team:
GUTA negotiations update**

IX. RECONVENE TO OPEN SESSION

Returned to open session at 8:19pm

**X. PUBLIC REPORT OF ACTION ON ITEMS HEARD IN CLOSED SESSION
(2 min.)**

Action taken/comments

Nothing to report from closes session

XI. FUTURE BOARD MEETINGS

- A. September 10, 2020 at 5pm**
- B. October 8, 2020 at 5pm**
- C. November 12, 2020 at 5pm**

XII. ADJOURNMENT

Adjourned at 8:21pm

ADA Compliance: In compliance with Government Code 54954.2(a), the Gravenstein Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. 12132) and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Dave Rose, District Superintendent, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE HEALDSBURG UNIFIED SCHOOL DISTRICT (HUSD) AND GRAVENSTEIN UNION ELEMMENTARY SCHOOL DISTRICT

REGARDING DISTRICT HOURLY RATE PAID TO CERTIFICATED MANAGERIAL PERSONNEL

This Memorandum of understanding (hereinafter "MOU"), is entered into this 1ST day of September, 2020 by and between Healdsburg Unified School District (hereinafter "Healdsburg") and Gravenstein Union Elementary School District (hereinafter "Gravenstein").

WITNESSETH

WHEREAS, Healdsburg and Gravenstein have determined that it would be in their mutual best interest to share a qualified Behavior Specialist; and,

WHEREAS, Healdsburg has a qualified Behavior Specialist available to provide such services to Gravenstein; and,

WHEREAS, Gravenstein has need for such services and desires to contract with Healdsburg for the provision of these services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

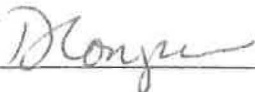
1. **SERVICES.** During the term of this Agreement, Healdsburg shall provide to Gravenstein up to five (5) days' work of a Behavior Specialist, acceptable to Gravenstein, for Behavior Specialist services ("Behavior Specialist").
2. **EMPLOYMENT.** The Behavior Specialist shall remain an employee of Healdsburg and shall not be considered an employee of Gravenstein for any purpose.
3. **TERM.** The term of this Agreement shall commence on September 1, 2020 and shall continue until terminated as set forth below.
4. **PAYMENT.** Gravenstein shall reimburse Healdsburg for the actual costs of the services provided, including, but not limited to, salary, benefits and indirect costs (currently \$772.73). Healdsburg shall bill Gravenstein on a quarterly basis and Gravenstein shall remit payments with thirty (30) days of receipt.
5. **TERMINATION.** Should Behavior Specialist cease to be employed by Healdsburg and should Healdsburg's new Behavior Specialist not be acceptable to Gravenstein, this Agreement shall terminate. In addition, either party may terminate this Agreement at the end of any fiscal year by giving notice to the other party no later than January 30th.

6. **GOVERNING LAW.** This Agreement is made and entered into in the County of Sonoma, State of California.

7. **HOLD HARMLESS.** Healdsburg shall indemnify, hold harmless, and defend the Gravenstein Union Elementary District, its officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Healdsburg's sole negligence in the performance of this agreement. Gravenstein shall indemnify, hold harmless, and defend Healdsburg, its officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorney's fees, arising out of or resulting from Gravenstein's sole negligence in the performance of this agreement.

8. **REPRESENTATION BY COUNSEL.** Each Party to this Agreement understands and is aware that the School and College Legal Services, Sonoma County Office of Education, provides legal advice and services to each of the parties on this and other matters. Each Party has no objection to the representation of the other Party in the formation and implementation of this Agreement by the same legal counsel.

HEALDSBURG UNIFIED SCHOOL DISTRICT

Dated: 8/26/2020 By: 

GRAVENSTEIN UNION ELEMENTARY SCHOOL DISTRICT

Dated: 8/26/2020 By: 

SONOMA COUNTY OFFICE OF EDUCATION
5340 Skylane Blvd.
Santa Rosa, CA 95403

MEMORANDUM OF UNDERSTANDING FOR DATA SHARING SERVICES

This Memorandum of Understanding ("MOU") is entered into this 10th day of August, 2010 by and between the SONOMA COUNTY OFFICE OF EDUCATION ("SCOE"), and the Greenveston Union School District ("LEA," together with SCOE, the "Parties").

WHEREAS, SCOE and LEA enter into this MOU to facilitate the mutual sharing of data and establish responsibilities between the Parties; and

WHEREAS, the Parties wish to protect the privacy of student records, and to comply with any applicable privacy statutes, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; "FERPA"); California Education Code § 49073.1; the Student Online Personal Information Protection Act (California Business and Professions Code § 22584; "SOPIPA"); California Civil Code § 1798.29; and California Government Code § 6250 et seq.; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCOE and LEA with respect to data collected or retained by the LEA or by SCOE pursuant to this MOU.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Role of SCOE

- 1.1. SCOE shall provide services designed to assist LEA with certain requirements and mandates for managing or reporting on data collected by LEA, potentially including the integration of data between disparate systems, and staff and pupil records, which include any information that is directly related to a student that is maintained by LEA or acquired directly through the use of instructional software or applications assigned to a student by a teacher or other LEA employee (collectively, "Data"). Services rendered under this MOU shall be referred to as "Core Services" and be identified in Exhibit A hereto.

2. Responsibilities of SCOE

SCOE will provide any services it delivers in a timely and professional manner.

- 2.1. SCOE will assist with the automation of any processes required for the exchange of Data between the Parties to the extent possible.
- 2.2. SCOE will ensure any systems it develops with such Data to serve the needs of LEA or public agencies will have appropriate levels of security, as further detailed in Section 11 (Data Security) of this MOU.
- 2.3. SCOE shall help ensure Data available can only be viewed or accessed by agencies legally allowed to do so, and as agreed upon by LEA and SCOE.
- 2.4. Should it be deemed necessary, SCOE will specify and assist in allowing network access to resources, in a controlled and secure manner.

3. LEA Rights and Responsibilities

- 3.1. LEA shall provide system linkages or necessary Data extracts or permission access from LEA's student information or other systems on an agreed upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement.
- 3.2. Data extracts will be provided electronically by LEA to SCOE.
- 3.3. LEA will be responsible for providing the data needed to integrate LEA's Data into SCOE's data repositories as needed to perform the required tasks.
- 3.4. Data provided by LEA shall include Data relevant to the purpose of this MOU or specific system requirements.
- 3.5. LEA shall be responsible for determining which of their staff has access to system and communicating to SCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining LEA's main and sub-accounts.
- 3.6. LEA shall designate those individuals who can: (a) transmit Data to SCOE; (b) request release of Data to LEA or third parties; or (c) request extracts or analysis of LEA's Data.

4. Third-Party Agencies

Third parties may include but are not limited to public agencies the Parties desire to collaborate with, public agencies the Parties are required to share Data with, and/or any third-party vendor of either Party. Permission for SCOE to share Data with a third party must be first granted by LEA in writing.

5. Amendments to MOU

The MOU shall be supplemented by amendments or other attachments that will reflect specific undertakings by SCOE and LEA.

6. Applicable Law

- 6.1.** Data sharing under this MOU will from time to time include SCOE collecting and maintaining educational, personnel, medical and financial records that contain personally identifiable information (PII) on students or staff of LEA. SCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCOE and LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code § 49073 et seq., FERPA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), SOPIPA, and other state and federal laws and regulations regarding educational, personnel, medical and financial records.
- 6.2.** The Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCOE and LEA additionally agree that aggregated (non-individually identifiable) and non-aggregated PII Data may be reported upon or shared as allowable by law.
- 6.3.** SCOE and LEA shall ensure joint coordination and cooperation with one another to ensure compliance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended. The foregoing notwithstanding, SCOE and LEA agree that LEA shall be responsible for providing notices to parents required under FERPA, obtaining necessary parental consent required under FERPA, and for providing parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of Data shared with SCOE pursuant to this MOU.

7. Ownership of Data

SCOE and LEA agree that the LEA will continue to maintain ownership of and control over its source Data. SCOE agrees that it will not alter LEA's source Data without explicit authorization from LEA, and is not responsible for any errors therein. SCOE shall not be responsible for the type or quality of the Data provided by LEA, and SCOE makes no warranty as to the Data itself. LEA understands that though SCOE may notify it of issues it discovers with the source Data, LEA is responsible for any corrections required to its own Data or will authorize SCOE to make any limited explicit changes. LEA acknowledges that accurate reports rely upon accurate source Data being

maintained by LEA. Each party owns or controls its data systems and the work product generated by such systems.

8. Prohibited Use of Data

Except as otherwise permitted by the terms of this MOU specified in Exhibit C, SCOE shall not use the Data supplied to it in an unauthorized manner. Specifically, SCOE shall not sell or release Data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this MOU.

9. Student and Parent Access to Data

SCOE shall work with LEA to provide a means by which employees, when authorized by LEA, can search and access student Data through reasonable procedures for LEA to respond to a parent, legal guardian, or eligible student who seeks to review PII in the pupil's records and to correct erroneous information. The foregoing notwithstanding, SCOE shall cooperate with LEA to help ensure this record correction will be consistent with LEA's policies regarding record correction.

10. Third-Party Vendors

SCOE will have contracts with third parties to help SCOE maintain the SCOE data system ("SCOE Contractors"). SCOE may not distribute student or staff Data to any SCOE Contractors without LEA's written consent or as permitted by this MOU, unless required by law. SCOE shall ensure that approved subcontractors adhere to this MOU. SCOE will help ensure that any subcontractor or sub-processor that it engages, to process, store, or access Data, has adequate technical security and organizational measures in place to keep Data secure and comply with this MOU. SCOE will require any third party vendors and subcontractors to comply with any applicable state and federal laws and regulations regarding educational records and data privacy, including but not limited to: Education Code §§ 49073.1, 49076, and 49076.5; FERPA; HIPAA; and SOPIPA.

11. Data Security

Both Parties agree to maintain appropriate security protocols in the transfer or transmission of Data, including ensuring Data may only be viewed or accessed by representatives of the Parties legally allowed to do so. SCOE shall maintain Data obtained or generated pursuant to this MOU in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to this MOU, except as requested by LEA. SCOE shall provide security training to those of its employees who operate or have access to the system. SCOE may also provide an initial security training to LEA. SCOE shall provide LEA with contact information for the person at SCOE who LEA may contact if LEA has security concerns or questions. Where applicable, SCOE will require unique account identifiers, user names, and passwords that must be entered each time a

client or user signs in. A description of SCOE's data security practices and procedures is attached to this MOU as Exhibit B.

12. Data Breach Notification

SCOE shall maintain Information Security & Privacy Insurance with Electronic Media Liability policy with coverage limits of no less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate for the duration of this MOU. Such policy shall cover damages resulting from unauthorized access to, or theft of, data obtained by SCOE in connection to this MOU, as well as the unauthorized disclosure or use of (PII) that SCOE may acquire from LEA ("Data Breach"). It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of LEA Data, and defense costs, fines, and penalties related to a Data Breach. Parties agree that the insurance requirements referred to herein shall apply to any third-party vendors hired by SCOE that may obtain or maintain LEA Data, as well as the outside agencies referred to in Section 13 of this MOU. LEA reserves the right to request proof of insurance from SCOE, third-party vendors, and outside agencies to confirm compliance with these insurance requirements. Upon becoming aware of any unlawful or unauthorized access to student or staff Data stored on equipment used by SCOE or in facilities used by SCOE, SCOE will take the following measures:

- 12.1.** Promptly file a claim with SCOE's Information Security & Privacy Insurance with Electronic Media Liability policy provider.
- 12.2.** Promptly notify LEA of the suspected or actual incident, including the type of Data subject to unauthorized access.
- 12.3.** Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
- 12.4.** Assist LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

13. Outside Agencies

- 13.1.** SCOE may be required by subpoena or other lawfully issued order to divulge Data to law enforcement or another agency. When permitted by the requesting agency, SCOE shall provide LEA with notice of the request and types of information requested. Both SCOE and LEA have periodic needs to share Data, as legally allowed, with public agencies needing access to such Data to provide services to students. SCOE and LEA understand that sharing Data for use in

such systems streamlines the process of providing services to students. SCOE agrees that no Data will be made accessible to any such agency for any purpose other than those limited to the Data required and only under conditions allowed by law. Education Code §§ 49076 and 49076.5, as amended, and 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, as amended, provide specific conditions under which Data may be accessed by or shared with public agencies.

- 13.2. In accordance with Education Code § 49076(a)(2)(G) and (E), and 34 C.F.R. § 99.31(a)(1) and (6), and 34 C.F.R. § 99.7(a)(3)(iii), SCOE may have periodic needs to share Data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with LEA and SCOE or to perform relevant research studies. SCOE shall notify LEA in writing of any Data sharing pursuant to this Section, as follows:
- 13.3. Describe the identity of the researchers/organizations to whom the Data will be transmitted
- 13.4. Provide contracts when requested, which shall include provisions binding the researcher/organization to the terms of this MOU
- 13.5. Describe the types of Data to be transmitted
- 13.6. Describe the manner in which the Data shall be de-identified or aggregated.

14. Independent Contractors

Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

15. Indemnification and Liability

Each Party agrees to indemnify the other against any and all liability, actions, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or in any way resulting from the indemnifying Party's own negligent or intentional acts, errors, or omissions in connection to the performance of the responsibilities of each Party, per this MOU. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this MOU. The Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this MOU or pursuant to law, excluding such release in connection to the negligence of either Party, or that of its officers, agents, or

employees. If liability, damages, or any other claim relating to Data shared pursuant to this MOU is a result of a third party's act or omission, then the indemnification and defense that the third party contractually owes to SCOE and/or LEA shall also be extended to the other Party to this MOU, to the maximum extent possible.

16. Severability

If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this MOU, and the remaining provisions shall remain in effect and enforceable.

17. Term

This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this MOU is part of an effort to standardize data sharing and management between SCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate effective June 30, 2025.

18. Termination

Either Party may terminate this MOU upon ninety (90) days' written notice. Upon termination or expiration of this MOU, SCOE shall work with LEA for the orderly cessation of extracts of student Data. Upon termination or expiration of this MOU, SCOE shall return or delete personally identifiable student Data unless otherwise provided by law or mutual agreement of the Parties. SCOE and LEA understand that SCOE may have an ongoing need to reference the raw Data it acquired during the term of this MOU. In the event that such need arises, SCOE shall, to the extent possible and subject to the mutual agreement of the LEA, only retain anonymized, aggregated Data that it obtained from LEA during the term of this MOU. However, SCOE certifies that such anonymized, aggregated Data shall be purged when the Data has exceeded its useful life and shall not be kept for more than seven (7) years unless otherwise legally required.

19. Dispute Resolution

In the event of a dispute between any Party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within ninety (90) days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring

the dispute before the Sonoma County Superior Court.

20. Representation by Counsel

Each Party understands and is aware that School and College Legal Services of California may provide legal advice and services to both parties on this and other matters. Each Party has no objection to the representation of the other Party in the formation and implementation of this MOU by the same legal counsel.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Sonoma, State of California.

**SONOMA COUNTY OFFICE OF
EDUCATION**

[LOCAL EDUCATION AGENCY]

By: _____

By: _____

Name: _____

Name: Steve Schwartz

Title: _____

Title: Board President

Dated: _____

Dated: _____

EXHIBIT A

SCOE Core Services

Service Provider	Application/Project	Division/Department
Escape Technologies	Escape	IT/Business Services
Eagle Software	Aeries	IT
Schoolwise	SIS	IT
Illuminate Education	eduCLIMBER	IT
Illuminate Education	DnA	IT

Illuminate Education	Achievement Dashboard	IT
Powerschool	L4u	IT
CDE	CALPADS	ESS/IT
CORE Data	CORE Data Collaborative	ESS/IT
Pearson	L4U	ESS/IT
Qualtrics	Rooster Collaborative	ESS (CTE Partnerships)
Qualtrics	PBS Improvement Academy	ESS (CTE Partnerships)
Sonoma County Office of Education	Data Analytics	IT
National Student Clearinghouse	Student Tracking	ESS/IT
Samsha Project	Student Analysis	Special Education

EXHIBIT B

SCOE Data Security Practices and Procedures

Introduction: SCOE has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Business Services, Human Resources, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of June 24, 2019, the Program has identified the following areas to be part of the continual improvement of the SCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration

- 1.1. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances
- 1.2. Continual improvement of Anti-virus/Malware software configuration, operation and security

- 1.3. Provide Anti-virus/Malware training and awareness.
- 1.4. Practice in depth Anti-virus/Malware defense for server and end user computers

2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a DRP. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. SCOE addresses these plans by:

- 2.1. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
- 2.2. Secure Executive Oversight and Support for the COOP
- 2.3. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.

3. Firewall Administration and Configuration

- 3.1. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
- 3.2. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
- 3.3. Implement least privilege access
- 3.4. Documentation, content and sufficiency of firewall policies and procedures
- 3.5. Logical placement of firewalls
- 3.6. Restricted access to management interfaces
- 3.7. Continual evaluation of applied rule sets
- 3.8. Backup, recovery, and storage of configuration files
- 3.9. Firewall event log review and sufficient storage for retention policy

4. Network Systems and Database Vulnerability Scanning

Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.

5. Network Monitoring & Intrusion Detection

- 5.1. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
 - 5.1.1. Attempted unauthorized logical and physical access;
 - 5.1.2. Access trends and deviations from those trends;

- 5.1.3. Access to sensitive data and resources;
- 5.1.4. Highly-sensitive privileged access, such as the ability to override security controls;
- 5.1.5. Access modifications made by security personnel; and
- 5.1.6. Unsuccessful attempts to logon to a system.
- 5.2. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures
- 6. Patch Management
 - 6.1. Regularly review and update systems, configuration, and applications for required systems
 - 6.2. Sufficient testing of systems before and after patching
 - 6.3. Maintain documentation of patch history of required systems
- 7. Physical Security
 - 7.1. To prevent unauthorized personnel from gaining direct access to SCOE facilities that house sensitive information, the following areas are under regular review and improvement process:
 - 7.2. Documentation, content and sufficiency of physical security policies and procedures.
 - 7.3. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
 - 7.4. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
 - 7.5. Lock and Key control
 - 7.6. Access control including identification systems in use and access points
 - 7.7. Intrusion alarms
 - 7.8. Fire detection, suppression and prevention
 - 7.9. CCTV/digital imaging technologies
 - 7.10. Power system and utility control points
 - 7.11. Documentation, retired network storage, and refuse disposal
 - 7.12. Mail Handling
 - 7.13. Hard copy record storage
 - 7.14. Network Operations Center
- 8. **Server (Data Center Systems) Administration and Configuration**
Continual improvement of the following areas:
 - 8.1. Documentation of server implementations, policies, and procedures
 - 8.2. Hardware, operating system, and application security
 - 8.3. User account policy and rights assignments
 - 8.4. Auditing policies, system changes, user rights, and access to sensitive data
 - 8.5. Event and security log retention and regular review
 - 8.6. Critical file and folder permissions

8.7. Remote access and security

9. Network Switch and Router Administration and Configuration

9.1. Continual improvement of the following areas:

9.2. Develop clear documentation, content and sufficiency of policies and procedures

9.3. Streamline installation, operation and security Regular review of configuration

10. Workstation Administration and Configuration

Continual improvement of the following:

10.1. Documentation of workstation policies and procedures

10.2. Hardware security

10.3. Operating System installation, configuration and maintenance (patching)

10.4. User account policies and rights assignments

10.5. Event and security log settings and retention

10.6. Critical file and folder permissions

10.7. Remote access and security

11. Mobile Devices

Regularly examine SCOE's policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both SCOE owned devices and personal devices brought onto SCOE's network.

12. Application Security Assessment and Mitigation

The primary objective is to assess how effectively and efficiently SCOE ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in SCOE's IT systems to accomplish and/or conceal an unauthorized diversion of SCOE's assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:

12.1. Database administration practices.

12.2. Production control practices.

13. Users Awareness Training

Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.

EXHIBIT C DATA PRIVACY PROVISIONS

This addendum ("ADDENDUM NO. 1 DATA PRIVACY PROVISIONS") serves to outline additional agreements between the parties to the MEMORANDUM OF UNDERSTANDING FOR DATA SHARING BETWEEN DISTRICT AND SCOE specifically relating to the use and handling of the data shared by and between the LEA and SCOE.

1. SCOE shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the MOU. For the purposes of this Addendum No. 1, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. A "Pupil Record" or "Pupil Records" does not include de-identified information that, on its own or in aggregate, cannot be used to identify an individual pupil.
2. All Pupil Records obtained by SCOE from LEA continue to be the property of and under the control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. SCOE shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures to the LEA such that the LEA can respond to a parent, legal guardian or eligible student who seeks review personally identifiable information on the pupil's records or correct erroneous information.
4. SCOE may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the MOU, unless required by law. Unless permitted by the MOU, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. SCOE will ensure that approved subcontractors adhere to all provisions of the MOU and this Exhibit C. Provider ensures that any subcontractor or sub processor that it engages to process, store or access Pupil Records has

adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the MOU and this Addendum No. 1.

5. SCOE shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1. SCOE shall maintain all data obtained or generated pursuant to the MOU in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the MOU except as necessary to fulfill the purpose of the original request. SCOE shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under SCOE's control. When the service is accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information using both server authentication and data encryption to help ensure that data is safe, secure and available to only authorized users. SCOE shall host content pursuant to the service in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Where applicable, the service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, SCOE certifies that Pupil Records shall not be retained or available to the SCOE or any such third party that the SCOE has contracted with for the purpose of providing the Service following the completion of the terms of the MOU. SCOE shall destroy or return to the LEA all Pupil Records obtained pursuant to the MOU when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Exhibit C authorizes the SCOE to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1. SCOE may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with SCOE for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
7. The terms and conditions of the MOU and any addenda are incorporated herein by reference. This Exhibit C shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA, Section 49073.1 of the Education Code, and Chapter 22.2 of Division 8 of the Business and Professions Code. In the event there is a conflict between the terms of this Addendum and the MOU or any other agreement or contract document(s) pertaining to the MOU, the terms of this Addendum No. 1 shall apply. Notwithstanding the above statement, all other provisions

of the MOU shall remain unaffected.

8. The term of this Exhibit C shall expire on the termination date stated in the MOU or in any addenda to such MOU, whichever controls.
9. Neither LEA nor SCOE may modify or amend the terms of this Exhibit without mutual written consent.

MEMORANDUM OF UNDERSTANDING (MOU)

Elementary and Secondary Education Act, Title III, Part A, English Learner Student Program Consortium 2020-2021 School Year

This Memorandum of Understanding (MOU) is between the Sonoma County Office of Education (SCOE) and the Sonoma County Consortium Local Educational Agencies (LEAs) members. This MOU represents the mutually agreed-upon program, services, and products to be provided to English Learner (EL) students in the LEAs that are members of the Sonoma County Consortium (Consortium) during the 2020-2021 school year. The funding source is Title III, Part A, English Learner Student Program Consortium. As of the date of this MOU, the following LEAs are Consortium members:

Sonoma County Office of Education (SCOE), Alexander Valley Union Elementary School District, Dunham Elementary School District, Forestville Union Elementary School District, Fort Ross Elementary School District, Geyserville Elementary School District, Gravenstein Union Elementary School District, Horicon Elementary School District, Kenwood School District, Kid Street Learning Center, Oak Grove Union Elementary School District, Sonoma Charter School District, Sonoma County Office of Education, Two Rock Union School District, West Side Union Elementary School District, West Sonoma County School District, Wilmar Union Elementary School District.

SCOE's Responsibilities:

SCOE will act as lead LEA and it will be a Consortium member. In accordance with the Title III guidelines, SCOE will serve as the fiscal agent for the Consortium, will be responsible for filing required expenditure reports, completing and submitting the Annual Report, and other reports required by the California Department of Education (CDE), and will maintain fiscal records. SCOE will coordinate Consortium regular meetings for the purpose of assessing the needs of the Consortium members. Per Title III regulations, SCOE is required to serve as the fiscal agent for the Consortium until the grant funds are expended or the grant period ends. The grant period is twenty-seven (27) months, which began to run on July 1, 2020.

Consortium Members' Responsibilities

Each Consortium LEA Member shall be bound by all the terms and conditions of the Title III Grant Agreement, attached hereto and incorporated by this reference¹. All materials purchased with Title III funds must be supplemental and cannot supplant regular curriculum that is used for all students.

Consortium Title III Expenditure Plan

The Consortium members jointly plan and approve expenditures within the Title III guidelines. The Consortium plans to spend all 2020-21 Title III funds during the 2020-2021 grant year. At the end of the grant period, the CDE will invoice SCOE for any remaining unspent balance.

¹ Please attach a copy of the grant agreement to this MOU

Title III Grant Allocation and Proposed Budget

The estimated allocation for 2020-21 is \$71,271.20. This is based on the 2020-21 CDE amended estimated rate of \$114.40 per eligible pupil and the 2018-19 California Longitudinal Pupil Achievement Data System (CALPADS) information submitted by the Consortium member LEAs to the CDE. In 2018-19, the Consortium enrolled 623 English Learner students. The actual eligible pupil count for 2020-21 will be based on 2019-20 CALPADS information. The Proposed Budget, which has been mutually agreed upon by all Consortium members is as follows:

Proposed Budget	Estimated Cost
Lead LEA may claim up to 2% Direct Administrative Costs	No Charge
Lead LEA may claim program related indirect expenses - SCOE will cap at 2%. Cannot exceed Lead LEA's approved indirect cost.	\$1,397.47
Purchase web-based supplemental programs for English Learners. Estimate based on a quote for 625 students, including training.	\$10,938.00
Contract for professional development series focused on English learners with disabilities.	\$25,467.87
Provide professional development series focused on Integrated ELD	\$25,467.86
Supplemental materials for professional development on Integrated ELD	\$8,000.00
Total - Estimated Consortium Grant Allocation	\$71,271.20

Changes or revisions in the scope and/or type of services provided under this MOU must be made by mutual agreement of the Consortium member LEAs. Funds must be used before the completion of the 27 month grant period. Title III allocations vary by LEA, however, Consortium member LEAs mutually agree that the cost of all products and services will be split equally between Consortium member LEAs.

Consortium members may choose not to receive Title III funds through the CARS reporting system during the spring reporting window. Written notification must be submitted to SCOE at the time of the CARS submission.

Should a Consortium member decide to withdraw from this Consortium during the 27 month grant period, no amount shall be owed or paid to the LEA who withdraws from the Consortium as of the date of withdrawal. Written notification of withdrawal must be submitted to SCOE.

General Conditions

Hold Harmless. To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to

the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnifying party, its officers, employees, volunteers, or agents.

No Employment Rights. Each party's agents, servants, volunteers, students and employees shall be under the exclusive management control of that party and shall not be agents, servants, volunteers, students or employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this MOU. Except as provided herein, Consortium member LEAs shall be solely responsible for all employee compensation and expenses incurred pursuant to this MOU.

Non-Discrimination. Each party and its employees shall not discriminate because of sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered under this MOU.

Assignment. This MOU or any interest herein shall not be assignable by either party or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.

Books of Record and Audit Provision. Each Consortium member LEA shall maintain complete books and records relating to this MOU. Consortium member LEAs agree to maintain complete personnel and fiscal records and make the records available to SCOE for audit purposes. These documents and records shall be retained for at least three years from the completion of this MOU. Consortium member LEAs will permit SCOE to audit all books, accounts or records relating to this MOU.

Amendment. This MOU may be modified or amended at any time by written mutual agreement of the parties.

Governing Law. This MOU shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Sonoma County, California and no other place.

Representation by Counsel. 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 no objection to the representation of the other parties in the formation and implementation of this MOU by the same legal counsel.

Authority to Contract. The undersigned person, if signing on behalf of an organization, warrants that he or she has the authority to enter into this MOU on behalf of the organization.

Signature of the LEA representative represents concurrence that the Consortium has met and conferred and the Consortium member LEAs are in agreement to all stated stipulations of the MOU.

David Rose

Print Name

Consortium Lead LEA (SCOE)
(Superintendent or Designee)

Print Name

Consortium Member District Representative
(Superintendent or Designee)



Signature of Consortium Lead LEA (SCOE)

Signature of Member District Representative

9/2/2020

Date

Date