

Open Session 7:00 P.M.

- 7.2 Director of Buildings and Grounds
 - 7.2.1 Summertime projects update
 - 7.2.2 Gym Paint Project
 - 7.2.3 Plaque Language – Dedication of Office Building
- 8. **Discussion/ Action Items**
 - 8.1 Approval of Employment of Samantha Rojas on a Provisional Internship Permit to Teach 2nd Grade ACTION
 - 8.2 Discussion California Department of Education COVID response & School Reopening Guidance DISCUSSION/ ACTION
 - 8.3 Reopening Plan Update/ Modifications DISCUSSION/ ACTION
- 9. **Business**
 - 9.1 Approval/Discussion – **Board Resolution 21/22-1** Approving the Education Protection Account (EPA) ACTION
 - 9.2 Approval/Discussion of 21/22 Master Agreement w/LCOE ACTION
 - 9.3 Approval of Declaration of Need for Fully Qualified Educators ACTION
- 10. **Minutes**
 - 10.1 Approval of revised minutes of the regular meeting on May 13, 2021 ACTION
 - 10.2 Approval of minutes of the special meeting on June 17, 2021 ACTION
 - 10.3 Approval of minutes of the regular meeting on June 24, 2021 ACTION
 - 10.4 Approval of minutes of the special meeting on July 15, 2021 ACTION
 - 10.5 Approval of minutes of the special meeting on July 16, 2021 ACTION
- 11. **Policy**
 - 11.1 Revise Board Policy and AR 6158-Independent Study - **1st Reading**
- 12. **Warrants**

July warrants reviewed and signed by Board Member, Sadie Albonico, as agreed by the Board on June 24, 2021.
- 13. **Correspondence**
- 14. **Information: Comments from Board Members**
- 15. **Adjournment**

RICHMOND ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES CANDIDATE QUESTIONNAIRE

Name:	Melissa Davis
Address:	700-820 Richmond Rd. E.
Contact Number:	530-249-7571
Email Address:	shuntedavis2@gmail.com

Please respond to the following questions. Feel free to use additional sheets if necessary. Once completed, submit your questionnaire to the Richmond Elementary School District Office at 700-585 Richmond Road E. All questionnaires must be received no later than 3:00 p.m. on Friday, August 6, 2021.

1. Please highlight your background and experience in working with youth, public education and the community. If you have served on any school or district committee(s), site councils, or advisory groups, please describe the purposes, your role, impressions, and what you learned from the experience. I HAVE VOLUNTEERED WITH BOTH JAMESVILLE FIRE PROTECTION DISTRICT AND SUSAN RIVER FIRE PROTECTION DISTRICT. I HAVE ALSO VOLUNTEERED WITH THE HIGH SCHOOL YOUTH GROUP WITH COMMUNITY CHURCH, AND AT SUSANVILLE ASSEMBLY OF GOD. I HAVE ALSO VOLUNTEERED AS SECURITY AT EVENTS LIKE SPIRIT WEST COAST AS WELL AS LOCAL MUSIC EVENTS COMMUNITY CHURCH HAD SPONSORED.

2. In any situation, describe a collaborative project in which you have been involved, your role, impression and the outcome of the effort. TOOK PART IN A PILOT PROGRAM AT THE CORRECTIONAL FACILITY I WORK AT. THE PILOT PROGRAM WAS DESIGNED TO TRAIN THE STAFF IN COGNITIVE BEHAVIORAL THERAPY. THE PURPOSE WAS TO CREATE BETTER COMMUNICATION BETWEEN STAFF AND INMATES AS WELL AS TO HELP INMATES MAKE BETTER DECISIONS. I WAS RESPONSIBLE FOR SCHEDULING TEACHING AND SCHEDULE ~~TEACHING~~ TEACHING STAFF AS A TEAM. I BELIEVE IT WAS A USEFUL TOOL FOR COMMUNICATING. THE PROGRAM WAS CUT SHORT DUE TO COVID.

3. Please describe any knowledge, experience, or expertise, formal or informal, in the following areas of school governance;

a.) Budget & Finance - NONE FROM SCHOOL, BUT LEARNED ABOUT GOVERNMENT GRANTS WHILE VOLUNTEERING FOR THE SUSAN RIVER FIRE PROTECTION DISTRICT. I MANAGE MY OWN FINANCES.

b.) Curriculum & Program Delivery - NONE FROM SCHOOL, BUT I AM *T4T CERTIFIED WITH MY DEPARTMENT WHICH MEANS I HAVE THE ABILITY TO FOLLOW THE DEPARTMENT'S CURRICULUM TO TRAIN STAFF MEMBERS. AND CREATE MY OWN.

As a SUPERVISOR I HAVE HAD TO SUPERVISE FROM 1 TO 40 STAFF AT ONE TIME.

c.) Staffing & Personnel - NONE FROM SCHOOL, HOWEVER I HAVE BEEN A CORRECTIONAL SERGEANT FOR OVER 5 YEARS AND AM WELL AWARE OF THE IMPORTANCE OF COMMUNICATION BETWEEN ALL STAFF. I DEAL WITH STAFFING ISSUES AS THEY ARISE, ALMOST DAILY. I ~~AM~~ ^{AM} ALSO ~~BEEN~~ A PART OF THE PEER SUPPORT PROGRAM, WHICH ASSISTS STAFF THROUGH STRESSFUL OR DIFFICULT SITUATIONS. ~~TO~~ THE GOAL OF PEER SUPPORT IS TO STOP STAFF SUICIDE.

4. What do you believe is the purpose of public education?
TO PREPARE OUR YOUTH TO BE THE FUTURE OF OUR COUNTRY.

5. If we called those who know and work with you in your role as an involved community member, what would they say is your greatest strength? Your greatest weakness?

I BELIEVE THEY WOULD SAY MY GREATEST STRENGTHS WERE THAT I AM OPEN MINDED, HARD WORKING, WILLING TO LOOK BEYOND THE BASICS FOR SOLUTIONS TO PROBLEMS. MY GREATEST WEAKNESS WOULD ALSO BE THAT I AM HARD WORKING AND HAVE A TENDENCY TO OVER STRETCH.

6. As desired, please elaborate on any other skills and strengths you would bring to the Richmond Elementary School District Board of Trustees.

I AM HARD WORKING, WILLING TO LISTEN, OUTGOING, AND PREFER TO HEAR ALL SIDES BEFORE MAKING ~~DECISIONS~~ DECISIONS, WHEN I CAN WORK ^{WITH} A TEAM OR AS AN INDIVIDUAL.

POSSIBLE

RICHMOND ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES CANDIDATE QUESTIONNAIRE

Name:	Keith Crosby
Address:	700-940 Richmond Rd E, Susanville, CA
Contact Number:	530-260-8141
Email Address:	kcrosby0909@gmail.com

Please respond to the following questions. Feel free to use additional sheets if necessary. Once completed, submit your questionnaire to the Richmond Elementary School District Office at 700-585 Richmond Road E. All questionnaires must be received no later than 3:00 p.m. on Friday, August 6, 2021.

1. Please highlight your background and experience in working with youth, public education and the community. If you have served on any school or district committee(s), site councils, or advisory groups, please describe the purposes, your role, impressions, and what you learned from the experience.

I have been a board member with Lassen Youth Soccer for the last 12 years. I have also coached for youth programs in soccer, basketball, & softball. I served on the committee as a parent during the process of hiring Vicki Leitaker as Principal/Superintendent at Richmond School. Continued on attachment

2. In any situation, describe a collaborative project in which you have been involved, your role, impression and the outcome of the effort.

Currently I am working with the LYS Board to bring a TopSoccer program to Lassen County. It is a program for players with different abilities so they have an opportunity to participate. Continued

3. Please describe any knowledge, experience, or expertise, formal or informal, in the following areas of school governance;

a.) Budget & Finance

I don't have experience at a school but I have been an owner of a small business or manager of other businesses for the last 20 years. Budgeting, and reacting, understanding, and making decisions based on profit & loss has been an everyday occurrence during that time.

b.) Curriculum & Program Delivery

I did help teach during my time working at Lassen High School. When I was not teaching automotive, I was tutoring students in their other classes as part of the Lassen Technical Institute curriculum.

c.) Staffing & Personnel

I have hired and managed personnel for the last 20 years. Hiring the right person the first time has to be the goal. Also knowing the role of board members is important. It is the role of a board to hire the right management and let them do their job.

4. What do you believe is the purpose of public education?

To educate the students with facts, with integrity, and with honesty. To do that, there has to be transparency. The education of our youth is key to the future.

5. If we called those who know and work with you in your role as an involved community member, what would they say is your greatest strength? Your greatest weakness?

my greatest strength is my passion for youth. I love seeing them grow, whether it is in education or in athletics. my biggest weakness is probably that I demand the same level of dedication from the other people I work with.

6. As desired, please elaborate on any other skills and strengths you would bring to the Richmond Elementary School District Board of Trustees.

I believe my understanding of hiring people right the first time is very important to the board at this time. Although I have hired numerous people over the years, I have rarely had to let them go. It is important to take the time to do it right, but equally as important is to know the skills and attitude of the person you are going to hire.

I also believe that my skills of operating a business and understanding profit & loss, and other financials is also important.

I have managed a branch of the largest Equipment rental company in the world in United Rentals. I have also managed an air ambulance company in Mountain Lifelight where I had to manage multiple type A personalities that come along in pilots and flight nurses. Now, I am the owner operator of Cross Freedom custom apparel where we have to make decisions that directly effect our ability to stay in business.

I believe my experience in education, business (both small and large), and community service makes me an ideal candidate for the Richmond Elementary School Board.

1. I also served on the committee as a parent at Lassen High School for accreditation in 2019.

I was a teachers aid for the night auto program at Lassen High School for 3 or 4 years.

Being on the LHS board for this long, I have a passion for making sure that all ~~&~~ players are given equal opportunity to play and grow as players. I am proud of how much we have grown as a league and how ~~much~~ we have a good reputation as being fair and for having good communication.

My time on the 2 committees for hiring Superintendent and for accreditation helped me understand the lengthy process of both.

2. My role in Top Soccer as a board member is to support the program and to help get it setup. It is quite an undertaking to start a program from scratch and we will have our first event this September. No matter what the participation level is in September, I will continue to push for this opportunity here in Lassen County.

RICHMOND ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES CANDIDATE QUESTIONNAIRE

Name: Elise Farris
Address: 699-260 Eagle Dr., Susanville, CA 96130
Contact Number: 530-592-9066
Email Address: elise.farris0@gmail.com

Please respond to the following questions. Feel free to use additional sheets if necessary. Once completed, submit your questionnaire to the Richmond Elementary School District Office at 700-585 Richmond Road E. All questionnaires must be received no later than 3:00 p.m. on Friday, August 6, 2021.

- 1. Please highlight your background and experience in working with youth, public education and the community. If you have served on any school or district committee(s), site councils, or advisory groups, please describe the purposes, your role, impressions, and what you learned from the experience.**

I am passionate about supporting youth and public education in the community. I served for 2 years as Assistant Varsity Coach and 1 year as Head Junior Varsity Coach for the Lassen High School Field Hockey Team. In this role, I had the privilege of working with high school youth and inspiring a dedication to sport and teamwork. In addition, I successfully managed the budget, schedules and volunteer support for the team while collaborating with school administration. In addition, I have supported local 4-H livestock projects, sponsored youth sports teams and have provided donations to numerous events and fundraisers benefitting local youth.

My interest to be involved in serve to the local public education system has been recently inspired as my first child is about to enter Kindergarten this next school year. While I have not served on educationally focused committees in the past, I have extensive experience servicing on local boards benefiting Lassen County. I served for two years as a Board Member for the Historic Uptown Susanville Association and five years as a Board Member for the Lassen County Chamber of Commerce. In my service on these organizations, I have developed community partnerships and relationships with local government, businesses and community members. I have gained strong insight into the needs of local children and families. As a member of the Richmond Board of Trustees, I would utilize my knowledge of the community and positive relationships to help the district thrive and prosper.

- 2. In any situation, describe a collaborative project in which you have been involved, your role, impression, and outcome of the effort.**

As a local business owner and member of the Chamber of Commerce, I have collaborated with business partners to host an annual Chamber Mixer. This project involves planning and coordination of a budget with multiple funders, logistics and public promotion. I have taken the lead role each year on this and have been proud to offer this event to all members of the community. It has

generated record breaking income for the Chamber of Commerce compared to any other Chamber Mixer.

3. Please describe any knowledge, experience, or expertise, formal or informal in the following areas of school governance.

- a. Budget and Finance**
- b. Curriculum and Program Delivery**
- c. Staffing and Personnel**

While I do not have a background directly in school governance systems, my experience as a business owner and active community member has prepared me with the ability to quickly acquire the necessary knowledge as a member of the Board of Trustees.

4. What do you believe is the purpose of public education?

Public education plays a vital role in our society. It provides fair and equal opportunities for our youth to access academic achievement. Public Education serves as the catalyst for preparing children for productive and fulfilling lives promoting the success of our communities.

5. If we called those who know and work with you in your role as an involved community member, what would they say is your greatest strength? Your greatest weakness?

I was fortunate enough to be born and raised in Lassen County and am proud to now be raising my own family here. My local roots and love for the area spark my passion and commitment to contributing in any way that I can to help this community thrive. As a local business owner, I have the privilege of serving many patrons and building positive relationships with community members. I believe they would say my passion for the community and it's people are my greatest strength.

My passion also comes with a strong-willed attitude to see projects through and a blunt approach to what I believe in. I believe some would say that is my weakness. However, my experiences serving as a board member for local organizations has helped me strengthen my skills in communication and collaboration.

6. As desired, please elaborate on any other skills and strengths you would bring to the Richmond Elementary School District Board of Trustees.

My experience serving as a board member for other local organizations contributes to my ability to serve responsibly and ethically for the Richmond Elementary School District Board of Trustees. In my past roles, I have experience ensuring well-facilitated meetings and orderly discussions for the benefit of the organization and those served.

As a member of the Board, I would be dedicated to ensuring the best interest of students, families, staff and the district. I would be honored to have the opportunity to serve as a member of the Richmond Elementary School District Board of Trustees.

RICHMOND ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES CANDIDATE QUESTIONNAIRE

Name:	Tracy Langlet
Address:	P.O. Box 1162 471-718 Deforest Dr. Susanville, Ca
Contact Number:	530-310-1092
Email Address:	kenlanglet@frontiernet.net

Please respond to the following questions. Feel free to use additional sheets if necessary. Once completed, submit your questionnaire to the Richmond Elementary School District Office at 700-585 Richmond Road E. All questionnaires must be received no later than 3:00 p.m. on Friday, August 6, 2021.

1. Please highlight your background and experience in working with youth, public education and the community. If you have served on any school or district committee(s), site councils, or advisory groups, please describe the purposes, your role, impressions, and what you learned from the experience.

2. In any situation, describe a collaborative project in which you have been involved, your role, impression and the outcome of the effort.

3. Please describe any knowledge, experience, or expertise, formal or informal, in the following areas of school governance;
 - a.) Budget & Finance

 - b.) Curriculum & Program Delivery

 - c.) Staffing & Personnel

4. What do you believe is the purpose of public education?

Tracy Langslet

P.O. Box 1162

Susanville, Ca 96130

530-310-1092

kenlangslet@frontiernet.net

Board of Trustees Candidate Questionnaire

1. I was an assistant Junior Varsity field hockey coach for Lassen High School. During this time I coordinated practices, traveled with the athletes, communicated with parents, and assisted the head coach as necessary. I learned how to coordinate groups of kids, how to motivate different personalities, and how to instill work ethic in youth athletes. I was a parent volunteer on a regular, weekly basis when my children were in primary grades at Richmond School. As a volunteer I was responsible for assisting and managing small groups of students and helping them with assignments in various subjects. As a volunteer I learned the true value of teachers and what a difficult job they have. I was once again reminded what a wonderful school Richmond is. I am currently a board member and secretary for the Lassen Hoops board. As a board member for Lassen Hoops I attend board meetings, vote on agenda items and collaborate with other board members to plan and execute the youth basketball season. As the secretary I am responsible for keeping track of board meeting minutes. I also assist other board members to carry out their roles as needed. From this I have learned to deal with public criticism, as we had to make the decision to cancel our 2020 season. Many parents were very upset over this and naturally directed their anger at the Lassen Hoops Board.
2. As a Registered Nurse at Banner Lassen I have collaborated on many projects during my 20 year career. I worked on a policy and procedure committee with other nurses, physicians and members of management. My role was to review policies and make recommendations as I saw fit. My impression was that it takes teamwork and patience to come up with new policies. The outcome was that we were able to implement policies that were thorough and provided a clear outline to keep patients safe.
3. I do not have any experience in the area of school governance. With that being said, I am a fast learner and feel I could gain knowledge in this area.
4. I believe the purpose of public education is to provide all children with a quality, unbiased education. I believe it is important for public schools to educate children without pushing any non-education related agendas.
5. I believe they would say that my greatest strength is my ability to listen and be diplomatic. They would probably say my weakness is that I shy away from conflict and difficult conversations. I am also almost always late!
6. I strive to always see both sides of a situation and gather all of the facts before proceeding. I believe strongly in having integrity and will always try do to what is right not what is popular. I love Richmond School and want what is best for the students and the staff!



Lassen County Office of Education

472-013 Johnstonville Road, North • Susanville, CA 96130-8752

530.257.2196 Fax 530.257.2518

Patricia Gunderson, Superintendent

Statement from Lassen County Superintendent of Schools Patty Gunderson

There have been numerous announcements at the federal and state level regarding indoor mask-wearing requirements for students and staff in schools. The school districts within Lassen County wish to clarify the guidelines, which state “K-12 students are required to mask indoors, with exemptions per CDPH face-mask guidance” and that “adults in K-12 settings are required to mask when sharing indoor spaces with students.” The California Emergency Services Act (ESA) provided the Governor with the power to declare a state of emergency. During this state of emergency, the Governor has broad authority to issue orders and regulations to carry out the ESA, and these orders and regulations have the force of law. CDPH guidance also carries the force of law and requires schools to implement all CDPH guidelines in TK-12 settings.

Due to these requirements, all Lassen County schools will be following regulations requiring universal masking indoors for students and staff in TK-12 schools to start the 2021-2022 school year. At the same time, we will continue to advocate for CDPH to allow local educational communities to work with our local public health officials to make decisions based on local data. We ask that parents and community members provide us, in writing, information that we may include in our communication with CDPH to strengthen our appeal to return control back to the local districts and public health officials.

As was the case throughout the 2020-21 school year, students with a medical condition, mental health condition, or disability that prevents wearing a mask may seek an exemption from a doctor. This includes persons with a medical condition for whom wearing a mask could obstruct breathing or who are incapacitated, or otherwise unable to remove a mask without assistance, and students who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.

Lassen County students, teachers, and staff demonstrated throughout this past school year that wearing masks can be a simple mitigation strategy to support full-time, in-person instruction and keep our schools open for our students. In addition, it could effectively reduce the frequency of required quarantine, further promoting more in-person instructional time for our students.

If you have any additional questions or believe that your child qualifies for an exemption, please contact your school of attendance.

**RICHMOND SCHOOL
RESOLUTION 21/22-1
APPROVING THE EDUCATION PROTECTION ACCOUNT (EPA)**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

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

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

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

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

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

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

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

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

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Richmond Elementary School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Richmond Elementary School District has determined to spend the monies received from the Education Protection Act on Certificated Teacher Salaries.

August 12, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Sabrina Greiten, Secretary to the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by the governing Board at a regularly called and conducted meeting held on August 12, 2021.

Secretary of the Board

Richmond Elementary School District
 Budget Year 2021-22
 For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	
Revenue Limit Sources	8010-8099	385,905.00
Revenue Limit Transfers	8091	
Federal Revenue	8100-8299	
Other State Revenue	8300-8599	
Other Local Revenue	8600-8799	
All Other Financing Sources and Contributions	8900-8999	
Deferred Revenue	9650	
TOTAL AVAILABLE		385,905.00
EXPENDITURES AND OTHE FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	274,105.00
	3000-3999	111,800.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		385,905.00
BALANCE (Total Available minus Total Expenditues and Other Financing Uses)		0.00

2021-2022


MASTER AGREEMENT

This **AGREEMENT**, by and between the **Lassen County Superintendent of Schools**, hereinafter referred to as **LCSS**, and **Richmond Elementary School District**, hereinafter referred to as **DISTRICT**, is for the services that are specified in this **AGREEMENT**, pursuant to the following terms and conditions:

1. **LCSS** will perform or make available to **DISTRICT** those services that are listed on the attached.
2. Based on the attached, **DISTRICT** will pay **LCSS** or **LCSS** will pay **DISTRICT** for services provided according to this **AGREEMENT**.
3. This **AGREEMENT** is for the 2021-2022 fiscal year.

**SERVICES PROVIDED BY LASSEN COUNTY SUPERINTENDENT OF SCHOOLS
FOR RICHMOND ELEMENTARY SCHOOL DISTRICT**
(District Pays LCSS)

<u>PROGRAM</u>	<u>AMOUNT</u>
EdJoin Membership	800.00
Elementary Athletic League – Dues and Support (Attachment A)	300.00
Mitel VolP Phone Service (Attachment B) 24 Phones	Monthly Billing
Nursing Services	Direct Service
Technology Services - Microsoft School Agreement (Attachment C)	4,800.00
Technology Services – Sophos Anti-Virus Annual License (\$12.00 P/C)	1,056.00
(Attachment D)	
Technology Services – Internet Content Filtering Annual License (\$8.00 P/C)	2,208.00
(Attachment E)	
Technology Services – LCOE Tech Support Hours (\$75/hour for 50 hours)	3,750.00
Technology Services – ISP Services – Single Metro E Circuit.	Billed Separately
E-rate – amount of \$5,000.00 must be billed separately. (Attachment F)	
Technology Services – iSafe E-rate Training Package – Annual Subscription	150.00
(Attachment G)	
QSS/QCC Annual Contract (Attachment H)	Billed Separately
LCOE pays 40%; all Districts share 60%) Richmond = \$3,702.14	
NET PAYMENT DUE TO LCSS FOR SERVICES PROVIDED	\$13,064.00

<u>Richmond Elementary School District</u>	<u>Lassen County Office of Education</u>
Date Approved by Governing Board	Patricia A. Gunderson, Lassen County Superintendent of Schools
by _____ Superintendent	by  Patricia L. Thurman, Associate Superintendent Educational Services/Human Resources
Date: _____	Date: <u>7-29-2021</u>

Attachment A

LASSEN COUNTY ELEMENTARY ATHLETIC LEAGUE (LCEAL)

LCSS agrees to coordinate the following services to **DISTRICT** for participation in the Lassen County-Elementary Athletic League (LCEAL).

1. Provide secretarial support in the recording of minutes, mailing of meeting notices, and posting of agendas.
2. Coordinate payment of the LCEAL President's stipend of \$1,000 annually.
3. Coordinate the purchase of and payment for supplies, materials, etc., as needed by the LCEAL.

DISTRICT agrees to do the following in support of its participation in the LCEAL:

1. Attendance by the **DISTRICT** Superintendent, or designee, at the LCEAL Board of Directors' meetings whenever possible.
2. Assurance that the Bylaws of the LCEAL are adhered to by staff, players, and coaches of the **DISTRICT**.
3. Payment of annual dues for participation in the LCEAL to cover costs of President's stipend, awards, and other items as needed.

Annual Fee for Participation in LCEAL: \$300.00



Lassen County Office of Education

472-013 Johnstonville Road North · Susanville, CA 96130-8752

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Patricia Gunderson, Superintendent

Lassen COE VoIP Phone Service Agreement

June 23, 2020

This agreement is to provide Lassen COE VoIP Phone Services is effective *July 1, 2020 to June 30, 2025* for *Richmond Elementary School* known as "*Customer*" located at 700-585 Richmond Road, Susanville, CA 96130 and between:

Lassen County Office of Education known as "*LCOE*" located at 472-013 Johnstonville Road North, Susanville, CA 96130

1. Services: Subject to the terms and conditions of this Agreement LCOE agrees to provide VoIP phone service to the Customer. The term of the agreement will start July 1, 2020 and end June 30, 2025. This agreement includes initial installation and basic programming of Customer owned Mitel phone sets and licenses. Customer maintains ownership of phones and site equipment purchased by Customer. LCOE will provide direct inward dialing (DID) numbers and voicemail boxes for all sets. Customer will be responsible for all toll charges. LCOE will work with vendors to ensure 911 services work correctly and may migrate to E911 services when available.

2. Payment and Terms: Customer will pay LCOE \$10.00 per phone line per month and actual toll charges for the VoIP Phone Services plus applicable taxes. Toll charges Intrastate are 0.044, Interstate are 0.039 per minute and local 0.03 for the first minute and 0.01 for each additional minute in one-minute increments. Payment is due within 30 days. This contract is for Lassen COE VoIP Phone Services only and does not qualify for California Tele-Connect Fund (CTF) or E-rate discounts. Any dispute of charges should be submitted in writing within 30 days of the billing date. Either party may cancel services in part or in whole with 90 days prior written notice and agreement of both parties. Note, toll charges and monthly charge per phone will be billed from the first day of each month to the last day of each month regardless of how many days are in each month.

3. Site Equipment: Customer agrees to ensure their network system, including switches, firewall and UPS are installed and configured to properly provide VoIP services. This includes but is not limited to utilizing proper hardware, software and settings, maintain proper environmental conditions for equipment and perform normal maintenance. Customer must maintain an adequate connection to the LCOE network. This includes maintaining a firewall with a VPN connection to the LCOE and other phone system member sites.



Lassen County Office of Education

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530.257.2196 Fax 530.257.2518

Patricia Gunderson, Superintendent

4. **Customer consent:** Customer hereby grants to LCOE and its employees, agents, independent contractors and suppliers' permission to enter upon and use their site for the purpose of providing and maintaining Lassen COE VoIP Phone Services listed above beginning and continuing until agreement is ceased by either party. Customer further acknowledges and agrees that LCOE may perform emergency maintenance as necessary to maintain the system without notice. Non-emergency maintenance will be scheduled 48 hours in advance.

5. **911 Services:** Customer acknowledges and agrees that phones are not to be moved off site, room to room, rearranged, or removed for any reason without prior notification to the LCOE Tech Department in writing to ensure 911 services work correctly. Once E911 services become available the LCOE will work with Customer to implement and test system.

6. **Release and waiver:** Customer agrees to release, indemnify and hold harmless LCOE, its employees, agents, contractors and suppliers against any and all losses, accidents, damages, injuries, expenses and claims resulting in whole or part, directly or indirectly from services provided. Customer agrees that in no event shall LCOE, its employees, agents, contractors or suppliers total and aggregate liability under this agreement exceed the amount of monthly fees paid by Customer for this service.

7. **Guarantee:** Customer understands that LCOE does not and cannot guarantee services of other entities that are necessary for the system to function. While the LCOE will use best professional efforts to achieve optimal performance and uptime of the system, LCOE can make no warranty or guarantee expressed or implied as to the uptime or quality of service. LCOE recognizes phone service is a priority and will work with all parties necessary to ensure service is always available and working properly.

8. **General provisions:** Customer agrees to provide and maintain equipment necessary to utilize the Lassen COE VoIP Phone Services. Some of the equipment necessary is: Cat5 or better network cabling to each phone location, network switching that includes services such as VLAN, QoS and PoE, adequate UPS runtime, firewall with VPN to LCOE and other phone system member sites.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.



Lassen County Office of Education

472-013 Johnstonville Road North · Susanville, CA 96130-8752

530.257.2196 Fax 530.257.2518

Patricia Gunderson, Superintendent

Signatures

You should read and understand this agreement. It is a legal and binding contract.

Customer

Signature _____

Printed Name _____

Date _____

Lassen County Office of Education (LCOE)

Signature _____

Printed Name _____

Date _____

Robert Talley

Robert Talley

7/7/2020

Lassen COE Microsoft School Desktop Software Agreement

The Lassen COE agrees to provide "Microsoft School Desktop Software Licensing" described below to:

***Richmond Elementary School District
700-585 Richmond Road East
Susanville, California 96130
530-257-2338***

effective ***July 1, 2021 to June 30, 2024***. The cost is \$50.00 per FTE (staff) per year with a minimum purchase of 32 FTE annually. The minimum amount of \$4,800.00 will be included in annual Master Agreement through June 30, 2024. Additional products may be added at an additional cost. No other software or services are included or implied.

The Microsoft School Desktop Software licensing consists of the following products:

Microsoft Windows Operating System (Windows 7, 8 & 10)
Microsoft Office Professional Suite (Access, Excel, Outlook, OneNote, PowerPoint, Publisher & Word)
Microsoft Visio Professional
Microsoft Enterprise CAL Suite

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments. The end user agrees to abide by the products End User Licensing Agreement (EULA). Please refer to:

http://download.microsoft.com/download/8/9/A/89A3F8B9-94DE-4956-A56E-F6D2B215D0E6/Enterprise_Agreement_Program_Guide.pdf for more information.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.

Lassen COE Sophos Anti-Virus Software Agreement

The Lassen COE agrees to provide "Sophos Anti-Virus Software Licensing" described below to:

***Richmond Elementary School District
700-585 Richmond Road East
Susanville, California 96130
530-257-2338***

effective ***July 1, 2021 to June 30, 2024 hereto referred to as the "term"***. The cost of \$12.00 per node (PC, MAC, etc.) per year with a minimum purchase of 88 nodes annually for the term. The minimum amount of \$ 1,056.00 will be included in annual Master Agreements through June 30, 2024. Additional licenses may be added at an additional cost at any time. No other software or services are included or implied.

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments. The end user agrees to abide by the products End User Licensing Agreement (EULA). Please refer to:

<http://www.sophos.com/en-us/legal/sophos-end-user-license-agreement.aspx>

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.

Lassen COE Content Filtering Software Agreement

The Lassen COE agrees to provide "Content Filtering" described below to:

***Richmond Elementary School District
700-585 Richmond Road East
Susanville, California 96130
530-257-2338***

effective ***July 1, 2019 to June 30, 2024 hereto referred to as the "term."*** The cost of \$8.00 per node (PC, MAC, etc.) per year with a minimum purchase of 276.00 nodes annually for the term. The minimum amount of \$ 2,208.00 will be included in the annual Master Agreement through June 30, 2024. Additional licenses may be added at an additional cost at any time. No other software or services are included or implied.

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.

**Lassen County Office of Education
Information Technology
472-013 Johnstonville Road North
Susanville, CA 96130
Telephone: (530) 251-8700 Fax: (530) 251-8750
SPIN# 143031170
FRN# 0018417279
Internet Services Agreement**



Internet Services between Richmond Elementary School District (RES D) and the Lassen County Office of Education (LCOE) will depend upon Schools and Library Corporation approving District's request for funding under the Telecommunications Act of 1996 for the services described. This agreement is effective July 1, 2021 and ends June 30, 2026.

LCOE will provide Internet Access services that are accepted and applicable under the Federal Communications Commission rules for Universal Service Fund (E-Rate) subsidy under the Telecommunications Act of 1996.

The Internet Access services provided for the District under this agreement are for daily operational support that is E-Rate eligible as specified under Internal Access (Infrastructure that facilitates Internet Access). LCOE supports speeds between 5 MB/s and 1000 MB/s. Maintenance and support of the equipment under this agreement are limited to E-Rate eligible services as described on the web posting of eligible services list.

No other services will be a part of this agreement that are not E-Rate eligible.

Alteration of Agreement:

This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in writing and is signed by both parties.

Terms of the Agreement:

The annual cost of this Agreement is stated below. The annual amount is based upon a five year term. Annually the cost of this agreement will be reassessed to determine if costs can be reduced. However, the costs will not exceed the amount provided below.

Total amount of this agreement: \$5,000.00 per year

Service Provider: LCOE Tech Department

Approving Agency: RESD

Robert Talley

Robert Talley - Technology Coordinator

Jeanette A. Goni

Signature

JEANETTE A. GONI

Print Name

Date: 12/31/2020

Date: 2/11/2021

Attachment G

Lassen COE iSafe Annual E-Rate Training Subscription

The Lassen COE agrees to provide access to "iSafe E-Rate Training Subscription" described below to:

***Richmond Elementary School District
700-585 Richmond Road East
Susanville, California 96130
530-257-2338***

Effective ***July 1, 2021 to June 30, 2022 hereto referred to as the "term"***. The cost of \$150.00 per site per year. The amount of \$150.00 will be included in annual Master Agreements through June 30, 2022. No other software or services are included or implied.

The LCOE has maintains a collaborative purchase for "iSafe E-Rate Training Package". This annual subscription is \$150 per site per year and provides the training materials needed to meet E-rate regulations and a system to track that training in order to provide reports in the event of an audit. iSafe added Direct AUP to our subscription at no additional cost. This component assists with creating and maintaining "Acceptable Use Policies" and even has a method available for parents to approve them online. Each site is responsible to provide the mandated training and keeping documentation for ten years in the event of an audit to receive federal funds. The iSafe program provides an easy method to train and track this requirement.

The Lassen COE assumes no responsibility of software use. Any support by Lassen COE will be billed at our regular rate in six-minute increments.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of California.

FOR BUDGET PURPOSES ONLY - WILL BE BILLED AFTER JULY 1, 2021

QSS BILLING
2021-22

2021-22 QSS Billing

QSS Contract for 2021/22	\$101,382.00
4% Discount if paid by March 2021	-\$4,055.28
Total	\$97,326.72
LCOE 40% of Contract	\$38,930.69
District Share	\$58,396.03
2020/21 Total County P2 ADA	3260.87 *
Per ADA Amount	\$17.9081

District		Total Due
Janesville	362.00	\$6,482.74
Johnstonville	177.22	\$3,173.68
Ravendale	5.73	\$102.61
Richmond	206.73	\$3,702.14
Shaffer Total	183.80	\$3,291.51
Susanville	1053.07	\$18,858.50
Lassen High	749.1	\$13,414.97
Big Valley	107.84	\$1,931.21
Fort Sage Unified	128.43	
Mt. Lassen Charter	117.43	
Fort Sage Total	245.86	\$4,402.89
Westwood Unified	169.52	\$3,035.78

Totals	3260.87	\$58,396.03
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*Based on 20-21 ADA w/ Growth Adjustments

3/10/2021



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-22

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Richmond Elementary School District District CDS Code: 18-64170

Name of County: Lassen County County CDS Code: 18-64170

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 12 / 2021 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

Sabrina Greiten

Superintendent/Principal

Name

Signature

Title

530-257-6398

530-257-2338

August 12, 2021

Fax Number

Telephone Number

Date

700-585 Richmond Rd. E., Susanville, CA 96130

Mailing Address

sgreiten@richmondelementary.com

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The declaration shall remain in force until June 30, _____.

Submitted by Superintendent, Director, or Designee:

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	
Special Education	
TOTAL	1

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. The district is too small/rural area

Does your agency participate in a Commission-approved college or university internship program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 2

If yes, list each college or university with which you participate in an internship program.

CalState Teach

If no, explain why you do not participate in an internship program.

RICHMOND SCHOOL BOARD OF TRUSTEES
REGULAR MEETING
May 13, 2021
MINUTES

CALL TO ORDER Board President called the meeting to order at 6:01 p.m. Lead the flag salute.

MEMBERS PRESENT Mark Rotlisberger, Sadie Albonico, Adam Runyan, Nick McBride, Patrick Walton

MEMBERS ABSENT N/A

OTHERS PRESENT Sabrina Greiten, Jeanette Goni, Tim Andersen, Heather Cluck, Tarah Clark, Mandy Cox, Kearstin Anderson, Tara Nielson, Jarrett Ellena, Victoria Haproff, Shelley Thornton, Kendall Whitworth, Jodi Henry, Chris Henry, Jesse McCracken Christy Myers, Chris Haley

PUBLIC COMMENT Heather Cluck, teacher, read a letter to the Board from Richmond Staff. Tarah Clark, teacher, discussed being a teacher in a difficult year and discussed concerns of problematic behavior from parents. Kearstin Anderson, parent, discussed support of teachers as a team including positive comments of listening and communication. Tara Nielsen discussed teachers of being gracious and discussed her concerns with administration. Jarrett Ellena, LHS Board Member, commented on his respect for teachers and concerned to see division between the high school and Richmond. Victoria Haproff, parent, discussed her positive experience with administration. Shelly Thornton, parent, discussed the desire to allow parents to volunteer in class. Kendall Whitworth, parent, discussed her concerns with a teacher and administration regarding her child. Jodi Henry, parent, read a letter to the Board. Chris Henry, parent, finished reading letter to the Board. Chris Haley read a letter to the Board. Jesse McCracken spoke of concerns and submitted a letter to the Board. Christy Myers spoke regarding her concerns of treatment toward students.

AGENDA

APPROVAL Sabrina requested to pull Consent Item 8.3, Hiring of Teacher for 2021-2022 School Year: Kim Fleming (2nd Grade)

Nick McBride requested to pull Discussion/Action Item 9.1, Discussion with Legal Counsel: Conflict of Interest Training Overview

Nick McBride motioned to amend the agenda pulling Consent Item 8.3 and Discussion/Action Item 9.1. Patrick Walton seconded the motion.

Ayes – Sadie Albonico, Nick McBride, Patrick Walton
Noes – Adam Runyan, Mark Rotlisberger

CLOSED SESSION The Board convened to closed session.

- OPEN SESSION The Board President called the meeting to order at 9:30
- PUBLIC COMMENT Chris Haley, parent, discussed concerns regarding his child's recent injury incident.

Superintendent Report

- COVID IMPACTS 7.1.1 Sabrina reported the county is in the yellow tier. She noted there was no new guidance regarding masks, but stated an exemption can be accepted with a doctor's note.
- LCAP PROCESS 7.1.2 Sabrina reported the 2nd LCAP Survey had just closed. She reported the final draft of the LCAP would be posted on the website at the end of May.
- SPRING SPORTS 7.1.3 Sabrina reported that Track & Field and Volleyball were going great and students were enjoying participating.

Organizational News

- RTA REPORT 7.2.1 Heather Cluck, Richmond Teachers Association (RTA) representative, provided an update to the Board regarding activities in Kindergarten through 8th grade. In addition, the representative discussed plans for the 21-22 school year that included bringing back electives.
- There was Board discussion regarding sharing the new school counselor with another district. Sabrina stated that the school was working with another district.
- RCA REPORT 7.2.2 Mandy Cox, Richmond Classified Association (RCA), provided an update to the Board regarding classified activities with students. In addition, the representative discussed the monthly collaborative meetings.

CONSENT ITEMS

- Consent Item 8.3, Hiring of Teacher for 2021-2022 School Year: Kim Fleming (2nd Grade), was pulled from the agenda.
- BRANCH
RESIGNATION 8.1 MSCU (Walton/McBride) approved the Superintendent's Acceptance of the resignation of teacher, Amy Branch (Resource).
- SHAW
RESIGNATION 8.2 MSCU (McBride/Albonico) approved the Superintendent's Acceptance of the resignation of teacher, Salome Shaw (6th Grade).

HIRING 6TH GR.
TEACHER

- 8.4 MSCU (McBride/Albonico) approved the Hiring of Teacher for 2021-2022 School Year, Jessica Solomon (6th Grade).

DISCUSSION/ACTION ITEMS

Discussion/Action Item 9.1, Discussion with Legal Counsel: Conflict of Interest Training Overview, was pulled from the agenda.

ELO GRANT PLAN
2021-2022

- 9.2 MSCU(Walton/McBride) approved the Expanded Learning Opportunities Grant Plan 2021-2022.

SOLUTION TREE

- 9.3 Sabrina provided a brief summary of the plan and services under the proposed contract with Solution Tree for the 2021-2022 school year.

MSCU (Walton/Albonico) approved the Solution Tree contract for professional teacher development for the 2021-2022.

TEMPORARY HALF
TIME POSITIONS

- 9.4 There was discussion regarding logistics of location for additional staff.

MSCU (Runyan/McBride) approved the creation of Three New Temporary Half-Time Positions for 2021-2022: Music Teacher, Art Teacher, and School Counselor

GOVERNANCE
CORE – CH. 2

- 9.5 Sabrina reviewed the second chapter of the Governance Core. There was further Board discussion regarding highlights from the chapter.

NAMING OF
BUILDING

- 9.6.1 Tim Andersen provided information regarding the naming of the office building in John Wilczynski's honor. The information included approximate costs for the project. There was further Board discussion regarding timeline of the project.

MSCU (Walton/Albonico) to move forward with Tim's proposal.

SPRING/SUMMER
PROJECTS

- 9.6.2 Tim provided a brief overview of the list of projects done in Spring and project to be completed in Summer.

BUSINESS

No Report

MINUTES

- 11.1 There was discussion regarding the content of the Interdistrict Transfer item in the minutes of the April regular meeting. The attorney for the district, Paul Gant, was brought into the discussion for clarification.

MSCU (McBride/Albonico) to table the minutes of the regular meeting of April 15, 2021.

POLICY

No Report

WARRANTS

- 13.1 MSCU (McBride/Walton) approved the warrant list(s) for April

General:	\$ 4,518.42
Cafeteria:	2,710.44
Deferred Maintenance:	0.00
Developer Fee:	0.00
Capital Outlay:	<u>0.00</u>
	\$ 7,228.86

CORRESPONDENCE

LETTER FROM

TEACHERS/STAFF

- 14.1 The Board allowed public comment regarding the letter from teachers and staff to the Board of Trustees. Chris Haley discussed his concerns with the letter and gave his statement regarding events after his child's injury incident. Heather Cluck, teacher, responded to Mr. Haley's statement. Jesse McCracken, parent, read an excerpt from the letter and provided a comment regarding the letter.

LETTER FROM

JODI HENRY

- 14.2 There was a brief comment from Heather Cluck, teacher, regarding the grace and compassion in the letter from Jody Henry, parent, to the Board of Trustees.

INFORMATION: COMMENTS FROM BOARD MEMBERS

There was Board discussion regarding the current tough times within the district. The Board comments made reference to the letter from teachers and staff to the Board. The Board indicated the desire to mend things and apologized if anyone staff was offended. Staff responded stating they feel their input is not being heard and respected. The Board thanked everyone for speaking and stated how difficult it is to get up and speak. In addition, the Board is concerned regarding communication and a cohesive healthy environment.

The Board commented on the possibility of a recording system for future board meetings.

MSCU (Walton/McBride) to place on the agenda the discussion of recording board meetings.

ADJOURNMENT

The Board President adjourned the regular meeting at 10:34 p.m. to reconvene closed session.

RICHMOND SCHOOL BOARD OF TRUSTEES
SPECIAL MEETING
June 17, 2021
MINUTES

CALL TO ORDER Board President called the meeting to order at 6:00 p.m. Lead the flag salute.

MEMBERS PRESENT Mark Rotlisberger, Sadie Albonico, Adam Runyan, Nick McBride

MEMBERS ABSENT Patrick Walton

OTHERS PRESENT Sabrina Greiten, Jeanette Goni, Tim Andersen, Ida Bruce, Kendal Whitworth, Megan Wright, Marc Wright
District's Legal Counsel present

PUBLIC COMMENT Ida Bruce read a letter to the Board thanking staff during a difficult year and discussed Board Bylaws and Board conduct.

CLOSED SESSION The Board convened to closed session at 6:06 p.m.

OPEN SESSION Open session called to order at 7:35 p.m.

BOARD REPORT OF ACTIONS TAKEN IN CLOSED SESSION

The Board voted to uphold the Superintendent's decision under the Appeal to the Board by Parent Regarding Complaint Against Certificated Employee.

Ayes – Sadie Albonico, Adam Runyan, Mark Rotlisberger

Noes – 0

Abstention – Nick McBride (due to conflict of interest)

PUBLIC COMMENT No comment

AGENDA

APPROVAL MSCU (Runyan/Albonico) approve agenda with correction to Item #5, should be 5.1 and 5.2.

PARENT

COMPLAINT #1 The Board provided instructions during testimony by parties.

Kendall Whitworth stated her complaint against the Superintendent. The Board asked the reason for complaint. Mrs. Whitworth stated the complaint was that the Superintendent investigated herself. The Superintendent provided a statement regarding the complaint.

Board Member, Nick McBride, recused himself from the discussion. The Board convened to closed session

The Board convened to open session at 8:19 p.m.

Sadie Albonico reported out of the closed session for a motion from the Board to sustain part of the complaint and deny part of the complaint.

Sadie Albonico motioned to sustain part of the complaint that there was a violation of Board Policy and procedure. Adam Runyan seconded the motion.

Ayes – Sadie Albonico, Adam Runyan, Mark Rotlisberger

Noes – 0

Abstention – Nick McBride

Sadie Albonico motioned to deny part of the complain that parent failed to handle issue with the teacher. Adam Runyan seconded the motion.

Ayes – Sadie Albonico, Adam Runyan, Mark Rotlisberger

Noes – 0

Abstention – Nick McBride

The district's attorney advised a formal letter to be prepared and issued regarding direction. The attorney stated the Board President can prepare the letter.

PARENT
COMPLAINT #2

Megan Wright provided a statement regarding a meeting with the Superintendent and 3rd grade teacher complaining the Superintendent's conduct was inappropriate and unprofessional. The Superintendent read a statement and read a statement given by the 3rd grade teacher. The Board investigated asking questions of all the parties.

The Board convened to closed session.

The Board convened to open session at 9:31 p.m.

Sadie Albonico reported out of the closed session for a motion from the Board to sustain the complaint regarding the Superintendent's conduct.

Sadie Albonico motioned to sustain the complaint regarding the Superintendent's conduct as inappropriate and unprofessional. Adam Runyan seconded the motion.

Ayes – Sadie Albonico, Adam Runyan, Mark Rotlisberger, Nick McBride

Noes – 0

The Board President to work with the district's attorney to prepare letter.
The district's attorney signed off at 9:33 p.m.

SCHOOL AND COMMUNITY REPORTS

No Reports

CONSENT ITEMS

No Consent Agenda

DISCUSSION/ACTION ITEMS

LCAP PUBLIC HEARING

- 8.1 MSCU(McBride/Albonico) approved to open the public hearing regarding the 2021-2024 Local Control Accountability Plan (LCAP).

8.1.1 The Superintendent provided an overview of the new LCAP starting the 21/22 school year.

8.1.2 The Board commented that the plan was well written and made note of the implementation of new programs for the upcoming school year.

8.1.2 MSCU (Albonico/McBride) approved to close the public hearing regarding the 2021-2024 Local Control Accountability Plan (LCAP).

21/22 BUDGET PUBLIC HEARING

- 8.2 MSCU (Runyan/Albonico) approved to open the public hearing regarding the 2021-22 Budget.

8.2.1 The Business Manager provided an overview of the 2021-22 Budget.

8.2.2 The Business Manager provided the information regarding reserves when discussing the Budget.

8.2.3 There was no input from the community, staff, and Board.

8.2.4 MSCU (Albonico/McBride) approved to close the public hearing regarding the 2021-22 Budget.

BUSINESS

No Business Agenda

MINUTES

No Minutes Agenda

POLICY

No Policy Agenda

WARRANTS

No Warrants Report

CORRESPONDENCE

No Correspondence

INFORMATION: COMMENTS FROM BOARD MEMBERS

The Board stated well done to staff and teachers reaching the end of the school year. Appreciated meeting with staff. Board expressed not perfect in any way.

Further discussion was held regarding Board member participating in a Board walk on campus. It was recommended that other Board members do the same.

MSCU (Walton/McBride) to place on the agenda the discussion of recording board meetings.

ADJOURNMENT

Having no further business the special meeting was adjourned at 10:00 p.m.

RICHMOND SCHOOL BOARD OF TRUSTEES
REGULAR MEETING
June 24, 2021
MINUTES

CALL TO ORDER The Clerk of the Board called the meeting to order at 7:01 p.m. Lead the flag salute.

MEMBERS PRESENT Patrick Walton, Nick McBride, Adam Runyan, Sadie Albonico

MEMBERS ABSENT Mark Rotlisberger

OTHERS PRESENT Sabrina Greiten, Jeanette Goni, Tim Andersen, Christy Myers

PUBLIC COMMENT No Public Comment

AGENDA

APPROVAL MSCU (Runyan/Albonico) approved the agenda.

SCHOOL AND COMMUNITY REPORTS

No Reports

CONSENT AGENDA

MSCU (Albonico/Runyan) approved Items 6.1 through 6.8.

- 6.1 Hiring of Teacher 2021-22 School Year: Brian Boyer (Resource)
- 6.2 Hiring of Teacher 2021-22 School Year: Samantha Rojas (2nd Gr.)
- 6.3 Hiring of Counselor 2021-22 School Year: Melissa Huffman
- 6.4 Hiring of (0.5 FTE) Teacher 2021-22 School Year: Terri Hrezo (Intervention)
- 6.5 Hiring of Temporary Instructional Aide: Emily Montoya
- 6.6 Hiring of Temporary Instructional Aide: Jordon Sella
- 6.7 Hiring of Temporary Instructional Aide: Jamie Haynes
- 6.8 Hiring of (up to 0.5 FTE) Music Instructor Craig Harris

DISCUSSION/ACTION ITEMS

LCAP

ADOPTION 7.1 MSCU (Albonico/Walton) approved the 2021-2024 Local Control Accountability Plan (LCAP)

KEVIN BRACY
CONTRACT

7.2 The Board asked about Kevin Bracy's assemblies. The Superintendent provided a brief report.

MSCU (Runyan/Albonico) approved the contract with Kevin Bracy.

BP 9324 REVIEW	7.3	<p>The Board discussed the need to recording meeting.</p> <p>MSCU (Walton/Albonico) place on the agenda to review BP 9324</p>
REVISED APRIL MINUTES	7.4	<p>Sadie Albonico motioned to approve the Revised April Minutes with corrections on page 5. Adam Runyan seconded the motion.</p> <p>Ayes – Nick McBride, Adam Runya, Sadie Albonico Noes – Patrick Walton</p>
ONE-TIME COVID COMPENSATION	7.5	<p>There was discussion regarding one-time compensation for certificated and classified staff. The Board provided direction to set up a plan for negotiations.</p>
SCHOOL SAFETY PLAN	7.6	<p>The Superintendent recommended to establish a committee to update the Safety Plan.</p>
DRAFT BEHAVIOR MATRIX	7.7	<p>The Superintendent discussed the recent professional development with certificated and classified staff at the end of the school year. The Board asked staff regarding any new expectations. Staff reported that all staff is on the same page regarding expectations.</p> <p>Public Comment: Christy Myers discussed the possible opportunity for parents to be involved in the process.</p>
LETTER FROM TEACHERS	7.8	<p>It was clarified that the letter was from staff.</p> <p>MSCU (Runyan/Albonico) to table item to a later meeting.</p>
FACILITIES MASTER PLAN	7.9	<p>There was board discussion to table this item. It was confirmed that the contract with King Consulting has concluded. There was further discussion to create a committee. The Board referred to BP 7110 (a).</p>
STRATEGIC PLAN	7.10	<p>There was discussion for the need of a strategic plan to be in line with the Facilities Master Plan. It was confirmed during discussion that the Board does not have a Strategic Plan. There was discussion for the Board to review plan from other districts.</p>
COUNSELOR SALARY SCHEDULE	7.11	<p>MSCU (Runyan/Walton) approved the Counselor Salary Schedule to include placement on the salary schedule up to 10 years.</p>
COUNSELOR JOB DESCRIPTION	7.12	<p>MSCU (Runyan/Albonico) approved the Counselor Job Description with corrections.</p>

HOST INTERN
COUNSELORS

- 7.13 MSCU (Albonico/Walton) approved Richmond hosting Social Work/Pupil Personnel Service Credential Internship Student(s).

BUSINESS

21/22 BUDGET

- 8.1 MSCU (Walton/Albonico) approved the 2021-22 Budget.

21/22 CON-APP

- 8.2 MSCU (Walton/Albonico) approved the 2021-22 Consolidated Application and Reporting (CARS)

RESOLUTION

20/21-7

- 8.3 MSCU (Walton/Albonico) approved Resolution 20/21-7: Resolution of the Governing Board Authorizing the Establishment of Fund 08 – Student Activity Special Revenue Fund.

MINUTES

- 9.1 There was discussion of the names not included in the public comment of the minutes.

MSCU (Runyan/Walton) to table item and bring back to the next meeting to be presented with revisions.

POLICY

No Report

WARRANTS

- 11.1 MSCU (Runyan/Walton) approved the warrant list(s) for June

General:	\$ 12,591.03
Cafeteria:	5,212.38
Deferred Maintenance:	0.00
Developer Fee:	0.00
Capital Outlay:	<u>0.00</u>
	\$ 17,803.41

CORRESPONDENCE

No Report

INFORMATION: COMMENTS FROM BOARD MEMBERS

Patrick Walton submitted his resignation from the Richmond Board of Trustees effectively immediately. He expressed his appreciation to the county and school.

ADJOURNMENT

Having no further business, the regular meeting adjourned at 8:11 p.m.

RICHMOND SCHOOL BOARD OF TRUSTEES
SPECIAL MEETING
July 15, 2021
MINUTES

CALL TO ORDER Board President called the meeting to order at 9:05 a.m.

FLAG SALUTE Board President lead the flag salute.

MEMBERS PRESENT Nicholas McBride, Mark Rotlisberger, Adam Runyan, and Sadie Albonico
(via telephone from Lake Almanor)

MEMBERS ABSENT N/A

OTHERS PRESENT Sabrina Greiten, Jeanette Goni, Tim Andersen

AGENDA

APPROVAL MSCU (McBride/Runyan) approved the agenda

PUBLIC COMMENT No public comment

CLOSED SESSION Convened to closed session at 9:07 a.m.

OPEN SESSION Open Session convened at 10:09 a.m.

BOARD REPORT OF ACTIONS TAKEN IN CLOSED SESSION

BOARD ACTION The Board voted unanimously, and the Superintendent agreed, that the Board accepts the Superintendent's resignation to be effective the sooner of the following:

1. Sixty (60) days from today's date (September 10, 2021)
2. The Board's hiring of the successor Superintendent, plus three (3) additional business days for transition process.

The Superintendent confirmed agreement when asked.

MSCU (McBride/Runyan)

PUBLIC COMMENT No public comment

RELEASE FROM
CONTRACT Item #9 was removed from the agenda based on Board action reported from closed session.

SUPERINTENDENT
RESIGNATION Item #10 was removed from the agenda based on Board action reported from closed session.

**SUPERINTENDENT
HIRING**

- 11.** Discussion took place regarding advertisement for the position of Superintendent/Principal and the timeline for application submission, review of applications, and interviews.

Further discussion took place regarding the selection of members of the committee to review and conduct the preliminary interviews. The committee will consist of a board member, a certificated staff member, a classified staff member, the district's CBO, an administrator from another school district, and a representative from the community.

CORRESPONDENCE/BOARD COMMENTS/PROPOSALS

- 12.** The Board announced the scheduling of a Special Meeting on July 16, 2021, at 11:00 a.m. and directed staff to prepare and post an agenda for the following items:
- Additional Support for the Office
 - Discuss the Board member vacancy on the Board of Trustees
 - Gym Paint Project

ADJOURNMENT Having no further business the meeting adjourned at 10:28 a.m.

RICHMOND SCHOOL BOARD OF TRUSTEES
SPECIAL MEETING
July 16, 2021
MINUTES

CALL TO ORDER Board President called the meeting to order at 11:00 a.m.

FLAG SALUTE Board President lead the flag salute.

MEMBERS PRESENT Nicholas McBride, Mark Rotlisberger, Adam Runyan, and Sadie Albonico
 (via telephone from Lake Almanor)

MEMBERS ABSENT N/A

OTHERS PRESENT Jeanette Goni, Tim Andersen

AGENDA

APPROVAL MSCU (Runyan/McBride) approved the agenda

PUBLIC COMMENT No public comment

ADDITIONAL OFFICE
SUPPORT Staff proposed assigning additional hours to the secretary position as
 increased support in the main office. Staff noted health and welfare benefits
 would be offered with the increase hours to the position. There was
 discussion whether to have this as a permanent or temporary change.

Nick McBride motioned that for one (1) year to increase hours for the
Secretary position to seven (7) hours and to evaluate situation during the
school year. The motion was seconded by Adam Runyan.

Motion passed unanimously.

BOARD VACANCY There was discussion regarding the Board considering whether to have a
 special election or provisional appointment for the Board member vacancy.
 Staff reported that per a conversation with the County Clerk's office, an
 election would cost the district over \$75,000.

MSCU (McBride/Runyan) approved to move forward with the call for a
Provisional Appointment to fill the vacancy on the Richmond Elementary
School District Board of Trustees.

GYM PAINT
PROJECT Staff gave a brief history timeline regarding the gym paint project. Staff
 reported that the district received only one bid for the gym paint project.
 There was further discussion regarding specific items and cost.

MSCU (Albonico/Rotlisberger) approved the agreement based on the
following:

- Determine \$30K warranty in bid.
- Clear review from legal.
- Work with structural engineers during project.
- Confirmation of labor warranty.
- Funds allocated from Fund 40.
- Project not to exceed \$175,000 and any amount above would need Board approval.
- Direct Tim Andersen as signing authority based on confirmation from attorney.

CORRESPONDENCE/BOARD COMMENTS/PROPOSALS

No Comments

ADJOURNMENT Having no further business the meeting adjourned at 11:49 a.m.

INDEPENDENT STUDY

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

(cf. 0420.4 - Charter School Authorization)

(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

INDEPENDENT STUDY (continued)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6200 - Adult Education)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction

INDEPENDENT STUDY (continued)

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

INDEPENDENT STUDY (continued)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

INDEPENDENT STUDY (continued)

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(cf. 5144.1 - Suspension and Expulsion/Due Process)

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

INDEPENDENT STUDY (continued)

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other

INDEPENDENT STUDY (continued)

indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

(cf. 5125 - Student Records)

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

INDEPENDENT STUDY (continued)

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5

INDEPENDENT STUDY (continued)

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

INDEPENDENT STUDY (continued)

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study

INDEPENDENT STUDY (continued)

2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

INDEPENDENT STUDY (continued)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

INDEPENDENT STUDY (continued)

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46390-46393 Emergency average daily attendance

46600 Interdistrict attendance computation

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550-6552 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

Management Resources: (see next page)

INDEPENDENT STUDY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

INDEPENDENT STUDY**Definitions**

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

Educational Opportunities

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

INDEPENDENT STUDY (continued)

6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

(cf. 0420.4 - Charter School Authorization)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

(cf. 5113 - Absences and Excuses)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(cf. 6146.1 - High School Graduation Requirements)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

INDEPENDENT STUDY (continued)

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.1 - District Residency)

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

(cf. 5146 - Married/Pregnant Parenting Students)

(cf. 6184 - Continuation Education)

INDEPENDENT STUDY (continued)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study

INDEPENDENT STUDY (continued)

6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

INDEPENDENT STUDY (continued)

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)