

Sequoia Union Board of Trustees Special Board Meeting March 30, 2023 at 6:00 p.m.

A regular meeting of the Board of the Sequoia Union Elementary School will be held at 23958 Avenue 324, Lemon Cove, CA.

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the school office at (559) 564-2106 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District office located at 23958 Ave. 324, Lemon Cove, California during normal business hours and on the website at https://www.sequoiaunion.org/

- 1. CALL TO ORDER at 6:00 pm
- 2. FLAG SALUTE
- 3. APPROVAL OF AGENDA
- 4. COMMENTS FROM THE PUBLIC

Board Policy #9323 allows each individual speaker three minutes for public comment. The public may choose to address the board on any non agenda item at this time, or on an agendized item at this time or at the time of the items discussion. Before making a comment, please gain recognition from the Chair and direct your comments through the Chair. Due to COVID-19, if you wish to submit a comment virtually you may do so online at https://bit.ly/SUpubliccomment. Comments must be submitted one hour prior to the scheduled meeting opening to ensure they will be read. The same requirements relating to the three minute limit apply to written comments also. Comments submitted after the opening of the meeting, but before adjournment will be recorded in the minutes.

5. DISCUSSION & REPORTS

- 5.1 Campus Closures and Flood Report
- 5.2 Update on District Boundary Information

6. ACTION ITEMS

6.1 Approve the 2023 Sequoia Union Transportation Plan



- 6.2 Approve the CTE Agriculture Teacher Job Description
- **6.3** Approve the Classified Music Director Job Description
- 6.4 Approve and Sign the Bank of the Sierra Account Signatures
- **6.5** Approve the CONAPP
- 6.6 Approve and Sign the J-13-A Affidavit Form E.
- 6.7 Approve the Isom Advisors School Bond Financial Services Agreement
- 6.8 Approve the purchase a used 2019 Ford Transit Passenger van for the Extended Learning After School Program and District Transportation Purposes

7. ORGANIZATIONAL BUSINESS

7.1 Consideration of Agenda Items the Board Wishes to Discuss in Future Meetings

8. CLOSED SESSION

8.1 Education Code Sections 35146, 48900 et seq., 48912(b) and 49060 et seq., and 20 U.S.C. Section 1232g: STUDENT DISCIPLINE OR OTHER CONFIDENTIAL STUDENT MATTERS

9. ADJOURNMENT



Mr. Ken Horn Superintendent/Principal

PHONE: 559-564-2106

5. DISCUSSION & REPORTS 5.1 Campus Closures and Flood Report

March 10th – March 14th through March 16th











The Great flood of 23

















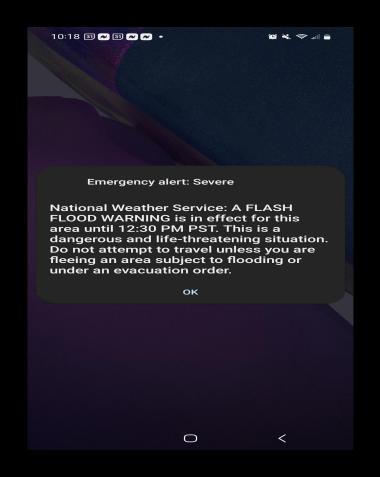








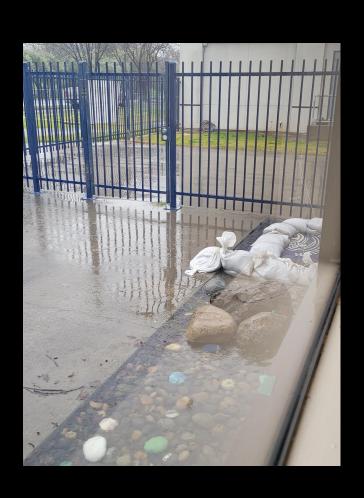












































PHONE: 559-564-2106

5. DISCUSSION & REPORTS 5.2 Update on District Boundary Information



PHONE: 559-564-2106

6. ACTION ITEMS: 6.1 Approve the 2023 Sequoia Union Transportation Plan

Sequoia Union Elementary School District Transportation Plan 2022-23 & 2023-24

Transportation Services:

1. Enter description of transportation services offered to pupils, and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 - 6 inclusive and pupils who are low income. Plan may provide for the LEA to partner with municipally owned transit system to provide services to middle and high school students. An LEA may provide no-cost transit passes to students. The Superintendent or designee shall design transportation routes and stops that promote student safety, maximize efficiency in the use of buses, and decrease traffic in and around schools. With the Governing Board's authorization, transportation services may be provided or arranged by the district for: Students traveling to and from school during the regular school day (Ed. Code 39800); Field trips and excursions (Ed. Code 35330); School activities, expositions or fairs, or other activities determinded to be for the benefit of students (Ed. Code 39860): Matriculated or enrolled adults traveling to and from school. or

2. Enter description of LEA's transportation services that would be accessible to pupils with disabilities, and homeless children and youth. The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs. extended-year services. and. as necessary. Implementation of a behavioral intervention

3. Enter description of how unduplicated pupils, would be able to access available home-to-school transportation at no-cost to the pupils. The Superintendent or designee shall provide transportation to homeless students in accordance with law. Board policy, and administrative regulation. When the student resides outside of district boundaries, the Superintendent or designee shall consult with the Superintendent of the district of residence to apportion the responsibility and costs of transportation. (42 USC 11432). The Superintendent or designee shall collaborate with the local child welfare agency to determind the provision, arrangement, and funding of transportation to enable foster youth to attend their school of origin when it is in the student's best interest to do so. (20 USC 6312).

Consultations:

Enter description of the required plan consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils and other stakeholders. Annually at P.T.C.,S.S.C. and School Board meetings, programs are evaluated along with program effectiveness and improvements. Throughout the year, program activities are discussed and suggestions made.

Revenue Calculation

Board Approval Date:

Total 2021-22 Transportation Expenses (Function 3600)	325,709.64
Less Capital Outlay (object 6XXX, Function 3600)	194,812.20
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	<u>-</u>
Estimated 60% Reimbursement	78,538.46
Less 2021-22 Transportation add-on (from LCFF Calculator)	77,599.00
,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Total Revenue (Object 8590, Resource 0000)	939.46
Expenditures and Other Financing Uses	
2000-2999 - Classified Salaries	646,889.74
3000-3999 - Employee Benefits	1,090,138.63
4000-4999 - Books and Supplies	229,596.47
5000-5999 - Services and other Operating Expenditures	780,761.89
6000-6999 - Capital Outlay	814,313.10
7000-7999 - Other Outgo	75,366.00
Total Expenditures	3,637,065.83
Total Experiatores	

The Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.

(must be on or before April 1, 2023)



PHONE: 559-564-2106

6. ACTION ITEMS: 6.2 Approve the CTE Agriculture Teacher Job Description

This position will be paid for out of SRSA funds and LCFF funds the first year. The intent is for the new CTE Ag teacher to write a CTE grant to cover the portion funded by LCFF funds in future budgets.



<u>C.T.E. – Agriculture – Single Subject</u> 215 Work Days

Job Description:

The CTE-AG teacher will teach Agriculture Education; be responsible for the training, supervision, instruction, and guidance for students assigned.

The CTE-AG teacher will teach AG education as a stand-alone class in the Middle School, and as a "wheel" class in the Elementary Grades. The CTE-AG teacher will lead the Middle School Future Farmers of America (FFA) department at Sequoia Union.

Other Duties:

- Supervise students, providing instruction, training and evaluation
- Assist F.F.A. Chapter Officers in planning and implementing the Chapter Program of activities.
- Provide students the opportunity to attend and participate in sectional, regional and state leadership activities.
- Supervise students at fairs and show throughout the state and provide information on entries, premiums, locations and fees.
- Supervise, train, and coach competitive judging teams to compete throughout the state at college field days within budgetary restraints.
- Advise students and assist with the organization of monthly FFA chapter meetings; to include: business session, guest speakers and recreation.
- Attend sectional, regional and state meetings to coordinate FFA activities and make changes and improvements in the students' program within budgetary restraints.
- Provide a positive, enthusiastic and motivational role model for students.
- Perform such other tasks as may be assigned within the scope of a Middle School FFA Advisor and CTE AG Teacher.
- Provide support to elementary teachers in developing and implementing integrated Ag into Tk-5 classes
- Assist the District Farm Manager on the operations and maintenance of the Sequoia Union Farm.

Position Requirements:

 CTE (Career Technical Education) Credential – Agriculture – Natural Resources; Agriculture Specialist Credential; Certificated California Single Subject Teaching Credential in Agriculture and CLAD/CTEL Authorization.

Desirable Qualifications:

- Experience teaching agriculture education in a school classroom setting.
- Knowledge of and experience in implementing an array of best practices related to agriculture and science instruction.
- Interest or skill in utilizing educational technology to support all student's learning.
- Ability to differentiate instruction to meet the needs of all students.
- Ability to design and/or use a variety of assessment tools and techniques to guide instruction.

• Knowledge of the California State Content Standards and the California Course Standards for Agriculture Education.

Salary and Benefits

- Salaries are based on the SUES Agriculture Teacher Certificated Salary Schedule.
- Salaries are competitive and commensurate with experience.

Required Application Materials

- Resume
- Cover letter explaining why you want to work for Sequoia Union
- Copies of all Credentials and Certificates related to this position
- 3 recent letters of recommendation

Board Adopted on:	
-	



PHONE: 559-564-2106

6. ACTION ITEMS: 6.3 Approve the Classified Music Director Job Description

This position will be paid for out of a combination of E.L.O.P. budget funds and L.C.F.F. budget funds.



Tk-8 Elementary School Music Director Sequoia Union Elementary School District Classified Position 6.5 Hours Daily

(3.5 Hours in Regular Day Schedule and 3 Hours in the Expanded Learning Day Schedule)

The mission of Sequoia Union Elementary School District is committed to the development of students with high moral integrity, academic excellence, and self-worth in a safe and supportive environment. The goal of Sequoia Union School District, made up of educators, parents, and the local community, is to give our students the skills to become independent, lifelong learners who will make a positive contribution to society.

About the Position:

Sequoia Union Elementary School District is a public school serving 380 students in grades K-8 and is seeking a dynamic, collaborative, and student centered elementary music school Director to join our amazing school community.

We are looking for an exceptional music leader, with a deep appreciation for students and the ability to support the needs of all learners. The new member of our team must be able to work collaboratively with other professionals in a team environment. In addition, we are seeking a music educator who is enthusiastic about interacting with engaged families, and who wants to take an active role in shaping the school's growth, policies and educational practices.

Position Requirements:

Must be a Music Educator with at least five years of experience in leading instructional music/choir.

Desirable Qualifications:

- * Experience leading music with children.
- * Knowledge of and experience in implementing an array of best practices related to music instruction.
- * Interest or skill in utilizing educational technology to support all student's learning
- * Ability to differentiate instruction to meet the needs of all students.
- * Ability to design and/or use a variety of assessment tools and techniques to guide instruction.
- * Knowledge of the California State Music Content Standards.

Salary and Benefits

- * Salaries are based on the SUES Classified Salary Scale.
- * Salaries are competitive and commensurate with experience.

Required Application Materials

Application packets must include the following:

- * Resume
- * Cover letter of Interest in Sequoia Union
- * In your cover letter, please include a description of your professional background, experience related to leading educational music, and how you will work to support the mission of Sequoia Union Elementary School.

Small School, Big Heart

23958 AVE 324/P.O. BOX 44260 LEMON COVE, CA 93244-4260

Mr. Ken Horn

Superintendent/Principal

PHONE: 559-564-2106

PHONE: 559-564-2106

- * Photocopy of qualifications and any credential(s)
- * Three Letters of Recommendation from individuals who have first-hand knowledge of your work and abilities.

Application Process:

- * Incomplete application packets will not be considered.
- * Promising first round candidates will be contacted for panel interview on site
- * Promising second round candidates will (1) plan and conduct a 30-45 minute demonstration lesson and (2) debrief that lesson with the Superintendent and school staff.

Small School, Big Heart

23958 AVE 324/P.O. BOX 44260 LEMON COVE, CA 93244-4260



PHONE: 559-564-2106

6. ACTION ITEMS: 6.4 Approve the Bank of the Sierra Account Signatures

March 30, 2023

Regarding Signers for Accounts:

- Revolving Fund Account #0420558870
- Student Body Account #0420561870
- Clearing -Account #0421247970
- Cafeteria Account#0420559670

This letter is written in regard to the Sequoia Union Elementary School's accounts held at the Exeter Branch of the Bank of Sierra. There have been staff changes on the school site. We need the following changes to the account signers.

Remain on Accounts

Kenneth Horn, Superintendent/Principal Lane Anderson, Board President Nicole Ray, Board Member

Remove School Staff

Diana Hernandez, Business Manager

Add School Staff

Edgardo Monroy, Business Manager

Governing Board Signers Confirmation (Add if not already on the account)

Melissa Myers, Board Clerk Cody Bogan, Board Member Jon Cotta, Board Member

Sincerely,

Melissa Myers

Clerk, Governing Board

Last Name		First Name			Middle Name
SSN	Mothers Mdn.Na	ame		Work Ph	one Number
Driver's License#	State	Issue Date	Exp. Date	Cell Pho	ne Number
Date of Birth	Email			Home P	hone Number
Physical Address					
Street		City		State 2	Zip
Mailing Address (if d	ifferent)				
Street or PO Box		City		State 2	Zip
Employer		Occupation			

Customer Signature_____



PHONE: 559-564-2106

6. ACTION ITEMS: 6.5 Approve the CONAPP

Consideration and Approval of the Consolidated Application Reporting System (CARS) for the 2022-23 Application for Funding.

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs to county offices, school districts, and direct-funded charter schools throughout California.

Sequoia Union submitted the "Certification of Assurance" in September 2022. The certification of assurances are required every fiscal year. The assurances include:

2022-23 Protected Prayer Certification

2022-23 LCAP Federal Addendum Certification

2022-23 Application for Funding (categorical programs)

- Title I (Basic Grant)
- Title II, Part A (Supporting Effective Instruction)
- Title III English Learner
- Title IV, Part A (Student and School Support)
- Title V, Part B Subpart 1 Small, Rural School Achievement Grant

2022-23 Title III English Learner Student Program Subgrant Budget

We are asking the Board to review the ConApp and to make a motion to approve the application as submitted.

Sequoia Union Elementary (54 72116 0000000)

Consolidated Application

Status: Certified Saved by: Edgardo Monroy Date: 9/9/2022 12:04 PM

2022–23 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca21assurancestoc.asp.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Edgardo Monroy
Authorized Representative's Signature	8
Authorized Representative's Title	Business Manager
Authorized Representative's Signature Date	09/09/2022

Consolidated Application

Sequoia Union Elementary (54 72116 0000000)

Status: Certified Saved by: Edgardo Monroy Date: 9/12/2022 4:51 PM

2022–23 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a compliant investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Ken Horn
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	09/12/2022
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	,

Sequoia Union Elementary (54 72116 0000000)

Consolidated Application

Status: Certified Saved by: Edgardo Monroy Date: 9/12/2022 4:51 PM

2022–23 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	05/25/2021
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	#
Direct Funded Charter	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Ken Horn
Authorized Representative's Title	Superintendent/Principal

Warning

Consolidated Application

Sequoia Union Elementary (54 72116 0000000)

Status: Certified Saved by: Edgardo Monroy Date: 9/12/2022 4:55 PM

2022-23 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved	Yes
the Application for Funding for the listed fiscal year	

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received	No
from the District English Learner Committee (if applicable) regarding the	
spending of Title III funds for the listed fiscal year	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant)	Yes
ESSA Sec. 1111et seq. SACS 3010	
Title II, Part A (Supporting Effective Instruction)	Yes
ESEA Sec. 2104 SACS 4035	
Title II, Part A funds used through the Alternative Fund Use Authority (AFUA)	No
Section 5211 of ESEA	
Title III English Learner	Yes
ESEA Sec. 3102 SACS 4203	
Title III Immigrant	No
ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student and School Support)	Yes
ESSA Sec. 4101 SACS 4127	_
Title IV, Part A funds used through the Alternative Fund Use Authority (AFUA)	No

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Sequoia Union Elementary (54 72116 0000000)

Consolidated Application

Status: Certified Saved by: Edgardo Monroy Date: 9/12/2022 4:55 PM

2022-23 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Section 5211 of ESEA	
Title V, Part B Subpart 1 Small, Rural School Achievement Grant	Yes
ESSA Sec. 5211 SACS 5810	

Sequoia Union Elementary (54 72116 0000000)

Consolidated Application

Status: Certified Saved by: Edgardo Monroy Date: 9/13/2022 2:08 PM

2022-23 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$125.10
Estimated English learner student count	28
Estimated English learner student program allocation	\$3,503

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at https://www.cde.ca.gov/sp/el/t3/elconsortium.asp.

Budget

Professional development activities	\$0
Program and other authorized activities	\$3,503
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$0
Direct administrative costs	\$0
(Amount cannot exceed 2% of the estimated English learner student program allocation)	
Indirect costs	\$0
(LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	
Total budget	\$3,503

Warning

Sequoia Union Elementary (54 72116 0000000)

Consolidated Application

Status: Certified Saved by: Edgardo Monroy Date: 9/13/2022 2:08 PM

2022-23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at https://www.cde.ca.gov/fg/ac/sa/.

2022–23 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system	Would like to keep options open as an organization.
(Maximum 500 characters)	



PHONE: 559-564-2106

6. ACTION ITEMS: 6.6 Approve and Sign the J-13-A Affidavit Form E

CALIFORNIA DEPARTMENT OF EDUCATION REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS FORM J-13A REVISED DECEMBER 2017

FORM J-13A, REVISED DECEMBER 2017						
SECTION E: AFFIDAVIT						
PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF	EDUCATION, OR CHARTER SCHOOL G	OVERNING BOAR	D MEMBERS - All a	applicable sections below must be	completed to process this J-13A request.	
We, members constituting a majority of the governing board of		, hereby swear (or affirm) that the foregoing statements are true and are based on official records.				
Board Members Names		Board Members Signatures				
		=				
						
		:				
	-					
		.=				
	=					
		-				
		¥				
At least a majority of the members of the governing board shall execu	ute this affidavit.					
Subscribed and swom (or affirmed) before me, this	day of					
Witness:		Title [,]		of	County, California	
(Name)	(Signature)				ounding	
PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL	OL AUTHORIZER (Only applicable to chart	er school requests)		***************************************		
	DE NOTHERIC (Only applicable to chark	er seriour requests;		LEAN		
Superintendent (or designee): (Name)	(Signature)		Authorizing	J LEA Name:		
PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOL	IS	No. 9 control of the				
The information and statements contained in the foregoing request are true		nd belief.				
County Superintendent of Schools (or designee):	,					
county superintendent of schools (of designee).	(Name)			(Signature)		
Subscribed and sworn (or affirmed) before me, this	day of	1				
				- 6	0 0. "	
Witness:(Name)	(Signature)		Title:	of	County, California	
COE contact/individual responsible for completing this section:						

Phone:

E-mail:



PHONE: 559-564-2106

6. ACTION ITEMS: 6.7 Approve the Isom Advisors School Bond Financial Services Agreement

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this "Agreement") is dated as of the latest date set forth on the signature page hereto (the "Effective Date") and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation ("Advisor"), and Sequoia Union Elementary School District ("District").

RECITALS

WHEREAS, District wishes to issue certain bonds (the "Bonds") and desires that Advisor provide to District certain Consulting Services (defined below) with respect to the Bonds; and

WHEREAS, Advisor desires to provide to District certain Consulting Services with respect to the Bonds on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

- 1. **CONSULTING SERVICES**. District hereby retains Advisor to perform (i) the survey/poll services set forth on Exhibit A hereto (the "Survey/Voter Opinion Poll Services"), (ii) the financial planning services set forth on Exhibit B hereto ("the Financial Planning Services"), (iii) the financial advisory services set forth on Exhibit C hereto ("the Financial Advisory Services"); and (iv) the Continuing Disclosure services set forth on Exhibit D hereto (the "Continuing Disclosure Services"); and (v) the Annual Debt Transparency Report ("ADTR") services set forth on Exhibit E hereto (the "ADTR Services"); and Advisor hereby agrees to perform the Consulting Services pursuant to the terms and conditions of this Agreement.
- 2. **EFFECTIVE DATE, TERM AND CONDITIONS**. This Agreement shall be effective as of the Effective Date and shall remain in effect until (i) the 5-year (five-year) anniversary of the Effective Date (the "Term") or (ii) until the Agreement is terminated as set forth below. The parties may extend the Term for successive 1-year (one-year) periods upon mutual written agreement, or otherwise as the parties may agree in writing.
- 3. **COMPENSATION**. Compensation for the Consulting Services provided to District pursuant to this Agreement shall be as set forth in this Section 3. All fees and expenses are contingent on the success of the election with exception to Survey/Voter Opinion Poll Services and Continuing Disclosure Services. Fees for Survey/Voter Opinion Poll Services, Financial Planning Services, Continuing Disclosure Services, and ADTR Services shall be paid from the District's general fund or other allowable sources. Fees for Financial Advisory Services shall be paid out of proceeds received by the District resulting from the sale of Bonds.

a. Fees.

- i. For Survey/Voter Opinion Services (if needed), fees shall not exceed Three Thousand Five Hundred Dollars (\$3,500) and is to be paid upon presentation of results to the District. This sum covers the expenses for the creation of the initial survey instrument, cost of the telephone calls, interpretation of the data from the survey, and the presentation of survey results to the District.
- ii. For Financial Planning Services, District shall pay to Advisor a fee of Twenty-Five Thousand Dollars (\$25,000) payable upon the closing of the first series of Bonds.
- iii. For Financial Advisory Services, District shall pay to Advisor a fee of Sixty-Five Thousand Dollars (\$65,000) for each series of Bonds sold, payable upon the closing of each series of Bonds (including, without limitation, the first).
- iv. For Continuing Disclosure Services, should District utilize this service, shall pay an annual fee of Three Thousand Dollars (\$3,000) for the filing of customary continuing disclosure documents for each year of the Term existing after a closing of a series of GO Bonds.
- v. For Annual Debt Transparency Report ("ADTR") services, the District shall pay an annual fee of Two Hundred Fifty Dollars (\$250) per report filing, for the documentation and filing of the requirements pursuant to SB 1029, which requires individual filings for each debt issuance to be completed by January 31st of each year.

b. Expenses.

i. District shall reimburse Advisor for out-of-pocket expenses incurred by Advisor in the course of performance of Consulting Services at the actual cost of such expenses, which are not to exceed \$2,500. Payment for any expenses pursuant to this Section 3(b) shall be made at the next following due date for payment of a fee pursuant to Section 3(a).

4. **COVENANTS**.

a. <u>District</u>.

- i. <u>Access to Personnel</u>. District will cooperate with Advisor by providing opportunities to consult with District personnel as Advisor deems reasonably necessary to perform the Consulting Services.
- ii. <u>Information</u>. District agrees to provide on a timely, diligent and accurate basis, and to the best extent possible, all necessary information reasonably requested by Advisor for the purpose of performing the Consulting Services.

- iii. <u>Additional Professional Services</u>. District agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent) as Advisor deems reasonably necessary to complete the Consulting Services and the Bond issuance.
- iv. <u>Further Assurances</u>. District agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

b. Advisor.

- i. <u>Compliance with Laws</u>. Advisor shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement and to which Advisor is subject.
- ii. <u>Non-Discrimination.</u> Advisor shall not discriminate on the basis of a person's actual or perceived race, religious cGuadalupe, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its services.

5. TERMINATION.

- a. This Agreement may be terminated prior to the conclusion of the Term as follows:
- i. By either party upon the other party's material breach of any of its representations, warranties or obligations under this Agreement, provided that such breach is not cured within thirty (30) days of receipt of notice specifying the breach.
 - ii. At any time upon mutual written consent of the Parties.
- b. Notwithstanding the foregoing, if District terminates this Agreement without cause ninety days (90) or fewer prior to the sale of a series of Bonds in connection with a Bond program with respect to which Advisor performed any Consulting Services, Advisor shall be entitled to receive (i) the full fee as set forth in Section 3 with respect to Financial Advisory Services provided for such Bond series. Such amounts shall be paid by District to Advisor upon District's receipt of proceeds resulting from the sale of such Bonds.
- c. The District agrees that during the term and any subsequent terms of this contract that Isom Advisors, a Division of Urban Futures, Inc. shall be the sole financial advisor in relation to the sale of the Bonds, and that no additional financial advisors shall be hired by the District for the services described in this Agreement without the written consent of Isom Advisors, a Division of Urban Futures, Inc.

6. LIMITATION OF LIABILITY.

- a. <u>Advisor Liability</u>. The parties agree that Advisor's officers, directors, agents and employees shall not be personally liable to District for any damages in connection with this Agreement. Advisor shall be solely liable for any finally determined damages in connection with this Agreement for which Advisor is deemed liable.
- b. <u>Limitation of Advisor Liability</u>. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of Advisor, Advisor's liability to pay damages for any damages, losses and claims incurred by District, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees paid to Advisor under this Agreement. In addition, Advisor shall not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.
- c. <u>District Liability</u>. The parties agree that District's officers, directors, agents, and employees shall not be personally liable to Advisor for any damages in connection with this Agreement. District shall be solely liable for any finally determined damages in connection with this Agreement for which District is deemed liable.
- d. <u>Limitation of District Liability</u>. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of District, District's liability to pay damages for any damages, losses and claims incurred by Advisor, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees to be paid to Advisor under this Agreement. In addition, District will not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.
- e. <u>Survival of Liability</u>. The provisions of this Section 6 shall survive the expiration or termination of this agreement.

7. PROFESSIONAL LIABILITY INSURANCE

Advisors will procure and maintain Professional liability insurance with the minimum limits of \$1,000,000 per occurrence. Professional liability coverage provided on a "claims made" basis shall be maintained for four years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

Advisors will furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating

equivalent "A VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement.

Each insurance policy shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District. Notwithstanding any commitment on the part of the insurer to provide such notice to the District, failure of Advisors to provide separate notice of any intent to cancel any policy or change policy providers, or of any actual or potential cancellation, shall constitute a breach of contract for which District shall be entitled to full indemnification under the Agreement.

Maintenance of specified insurance coverage is a material element of this Agreement, and Advisors' failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by District.

8. **CONFIDENTIALITY OF INFORMATION**. It is mutually agGuadalupe that Advisor shall regard all information received during the performance of services pursuant to this Agreement ("Confidential Information") as confidential and shall not disclose Confidential Information to any other person without prior consent of District. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than Advisor; (ii) was known to Advisor as of the time of its disclosure; (iii) is independently developed by Advisor; or (iv) is subsequently learned from a third party not under a confidentiality obligation to District. In addition, Advisor shall be entitled to disclose Confidential Information to the extent such disclosure is requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that Advisor shall provide prompt, advance notice thereof to enable District to seek a protective order or otherwise prevent such disclosure. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.

9. **ADDITIONAL MATTERS**.

- a. MSRB Rule G-10.
- i. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following: Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the MSRB website at www.msrb.org, the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The

brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

- b. MSRB Rule G-42; Duties of Non-Solicitor Municipal Advisors.
- i. <u>Conflicts of Interest.</u> Isom Advisors represents that in connection with the issuance of municipal securities, Isom Advisors may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom Advisors' ability to provide unbiased advice to enter into such transaction.

It should be noted that other forms of compensation (i.e. hourly or fee based) may also present a potential conflict of interest regarding Isom Advisors' ability to provide advice regarding a municipal security transaction. These conflicts of interest (if ever applicable) would not impair Isom Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Isom Advisors serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Isom Advisors client. For example, Isom Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to District. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Isom Advisors could potentially face a conflict of interest arising from these competing client interests. Isom Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the District.

If Isom Advisors becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom Advisors will disclose the detailed information in writing to the Issuer in a timely manner.

ii. <u>Legal or Disciplinary Events.</u> Isom Advisors does not have any legal events or disciplinary history on Isom Advisors' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom Advisors, we will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom Advisors, its management and personnel.

- c. <u>Governing Law; Jurisdiction</u>. It is expressly understood that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts located within Tulare County, California. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.
- d. <u>Independent Contractor:</u> Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Advisors nor the Advisors' employees are employee of the District and are not entitled to any of the rights, benefits, or privileges of the District's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither the District nor its officers, agents or employees shall have any control over the conduct of the Advisors or any of the Advisors' employees except as herein set forth, and the Advisors expressly agrees not to represent that the Advisors or the Advisors' agents, servants, or employees are in any manner agents, servants or employees of the District, it being understood that the Advisors, its agents, servants, and employees are as to the District wholly independent Advisors and that the Advisors' obligations to the District are solely such as are prescribed by this Agreement.

- e. <u>Political Contributions:</u> Isom Advisors may choose of its own free will to contribute time, money, or resources to political campaigns associated with the passage of a bond measure. Prior to signing this agreement, Advisor has not made, considered, or discussed a contribution to any campaign connected with the referenced bonds. This agreement does not obligate Advisor to contribute to any particular campaign or election. Advisor has in no way committed to or indicated a willingness to contribute time, money, or resources to any campaign, or to make any other contribution.
- f. <u>Conflicts of Interest:</u> No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Advisors warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- g. <u>Successors and Assigns</u>. Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

- h. <u>Attorneys' Fees</u>. In the event of any action to enforce or interpret this Agreement, including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- i. <u>Amendments to Agreement</u>. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.
- j. <u>Notice</u>. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To Advisor: To District:

Isom Advisors, a Division of Urban Futures Inc. 1470 Maria Lane, Ste. 315 Walnut Creek, CA 94596

Attn.: Jonathan Isom, Managing Principal

Telephone: (925) 478-7450 E-mail: jon@isomadvisors.com Sequoia Union Elementary School District

23958 Ave. 324

Lemon Cove, CA 93244

Attn.: Ken Horn, Superintendent

Telephone: (559) 564-2016

E-mail: kenhorn@sequoiaunion.org

- k. <u>Severability</u>. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- l. <u>Entire Agreement</u>. This Agreement (including the Exhibits attached hereto) contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The Exhibits attached hereto constitute a part hereof as though set forth in full herein.
- m. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

ADVISOR: DISTRICT:

ADVISOR:		DISTRICT:			
Isom Advisors A Division of	s, Urban Futures Inc.	Sequoia Union Elementary School District			
By:		Ву:			
Name: Jonath	an Isom	Name: Ken Horn			
Title: Managing Principal		Title: Superintendent			
Dated:	, 2023	Dated:	, 2023		

EXHIBIT A

SURVEY/VOTER OPINION POLL SERVICES

- Prepare a voter survey to assist District to assess the feasibility of a voter approved funding measure in the District
- Test voter attitudes, specific project support, tax tolerances, and overall support for local school district funding measure
- Conduct telephone survey with a not to exceed amount of 400 voters that match demographics of those voting on proposed election dates
- Produce a written report of findings with complete cross tabulations
- Provide a survey results presentation to District to summarize results of voter survey

EXHIBIT B

FINANCIAL PLANNING SERVICES

- Review District project list and assist District in preparing a capital and financing plan
- Analyze the assessed valuation of District, calculate bonding capacity, and perform financial analysis to determine possible bond proceeds
- Create an election timeline and financing timeline; coordinate same with bond counsel, District, and county
- Recommend proposed bond amount, issuance schedule, and projects to be funded by bond program
- Conduct public information program to assess the feasibility of a bond program in District including providing information
- Assist in the preparation of a bond election resolution including preparing ballot language and detailed bond project list
- Prepare tax rate statement and estimates of tax rates for bond program
- If needed, prepare ballot arguments and rebuttals

EXHIBIT C

FINANCIAL ADVISORY SERVICES

- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage bond issuance process including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review legal documents including district and county resolutions, bond purchase agreements, Preliminary Official Statement, and Official Statement
- Prepare rating agency and insurer presentation; negotiate with analysts of same
- Assist in preparation and train District members for rating agency meetings
- Analyze tax base and recommend appropriate tax structure
- For competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For negotiated sale, discuss structure and tax rate objectives with underwriter, review
 proposed structure and scale and make recommendations as appropriate, review fees,
 and review final pricing
- Review closing documents including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Prepare wrap up presentation booklets to summarize bond sale
- Manage pre-closing and closing
- Attend board meetings as needed to explain bond sale, legal documents, and pricing summary

EXHIBIT D

CONTINUING DISCLOSURE SERVICES

- Annually review District's Continuing Disclosure requirements
- Submit to Municipal Securities Rulemaking Board the necessary filings and documentation in order to remain compliant with Continuing Disclosure requirements

EXHIBIT E

ANNUAL DEBT TRANSPARENCY REPORT ("ADTR") SERVICES

- Review ongoing District's Annual Debt Transparency Report ("ADTR") requirements.
- Submit to CDIAC the necessary filings and documentation to remain compliant with SB 1029 including the ADTR by Jan 31st of each year.



Mr. Ken Horn Superintendent/Principal

PHONE: 559-564-2106

6. ACTION ITEMS: 6.8 Approve the purchase a used 2019 Ford Transit Passenger van for the Extended Learning After School Program and District Transportation Purposes

This vehicle will be 70% paid for out of E.L.O.P. funds to help transport students home after the program end for some students whose parents cannot pick them up and where no bus transportation is available. It will be 30% paid for out of General Funds for the District to use the van in the regular school day to transport students to smaller student events where a bus is not practical.

2019 FORD TRANSIT VAN 10 PASSENGER VAN TO TRANSPORT EXPANDED LEARNING OPPORTUNITY PLAN AND FOR THE REGULAR SCHOOL DAY FOR DISTRICT STUDENTS

K	ELLE FOR INT	Date: Salesperson: Manager:	3/27/2023 Daniel Serrate	0	
CUSTOMER			Home Ph	one :	
Address: ,			Work Ph	one:	
E-Mail:			Cell Phone :		
VEHICLE					
Stock # : 10649R	New / Used : Used	VIN: 1FDZX2YM5KKA61370)	Mileage: 61342	
Vehicle : 2019 Ford T	Color: WHITE				
Body Size :	Style:	X2Y Weigh	t : 9000	Unit Class :	
Market Value	Selling Price				
LO JACK	Selling Price			42,000.00	
Total Purcha	se	42,295.00		295.00	
DealerDoc			42,295.00 85.00		
Tax			3,602.30		
Non Tax Fee		594.25			
Cash Deposit			.00		
Balance		ALLER ALLER AND	4	46,576.55	













