## Sequoia Union Board of Trustees Regular Board Meeting April 10, 2025 at 6:00 p.m.

A special 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 <a href="https://www.sequoiaunion.org/">https://www.sequoiaunion.org/</a>

### 1. CALL TO ORDER at 6:00 pm

- 2. FLAG SALUTE
- 3. APPROVAL OF AGENDA

### 4. COMMENTS FROM THE PUBLIC

Board Policy #9323 allows members of the public to address the Board regarding any agenda item or other item within the subject matter jurisdiction of the Board. Individual speakers are allowed three minutes to address the Board. The Board shall limit the total time for public input on each item to 20 minutes. Before making a comment, please gain recognition from the Chair and direct your comments through the Chair. Board members may engage in limited discussion of non-agenda items or issues raised during public comments, to briefly ask clarifying questions, make a brief announcement, report on their own activities, or to refer the matter to staff.

### 5. STUDENT/STAFF/PUBLIC ACKNOWLEDGEMENT

**5.1** Esther Piepgrass (6th grader) Tulare County Farm Bureau 2025-2026 student art calendar.

### 6. CORRESPONDENCE

### 7. PUBLIC HEARING

7.1 Public Hearing on the Negotiation Proposals: SETA and District

### 8. ACTION ITEMS

8.1 1st Read CSBA - Board Policies

- 8.2 Interdistrict Transfers In
- 8.3 Interdistrict Transfers Out
- 8.4 Amira Screener/Marla Yadon (Presentation)
- 8.5 Board Acceptance of Proposals: SETA and District

### 9. CONSTRUCTION/MODERNIZATION ITEMS

### 10. SUPERINTENDENT

10.1 Field Trips

5-5-25 - 8th Grade - Woodlake HighSchool
5-12-25 - 8th Grade - Exeter Water Tower & Park
6-2-25 - 7th & 8th Grade - Adventure Park
10.2 TCOE Behavioral Health Services Contract 25-26
10.3 TCOE Countywide Interdistrict Agreement 2025-2030
10.4 TCOE - ERS Library Agreement
10.5 TCOE - Psych Services Agreement
10.6 TCOE/Legal Services Consortium Contract
10.7 TCOE/Sandy Hook Promise/Consortium Contract
10.8 Williams Uniform Complaints
10.9 Strategic Plan Review (Presentation)
10.10 2025-26 Budget and LCAP planning Memo

10.11 2025-26 Budget Hearing Planning Form

### 11. HUMAN RESOURCES

### 12. BUSINESS

12.1 Audit Finding 2024-001

12.2 Audit Finding 2024-002

**12.3** Christy White 3 Year Agreement

- **12.4** Transportation Plan 25-26
- 12.5 Business Report

### 13. MAINTENANCE OPERATIONS AND TRANSPORTATION

### 14. AG FARM UPDATE

14.1 Presentation

**15. CONSENT AGENDA:** Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Agenda. It is understood that the Administration recommends approval on all Consent Items. Each item on the Consent Agenda approved by the members of the Governing Board shall be deemed to have been considered in full and adopted as recommended.

15.1 Approve the Minutes of the Special Board Meeting 1-23-2025.

**15.2** Approve the Minutes of the Regular Board Meeting 2-6-2025.

**15.3** Approve the Minutes of the Regular Board Meeting 3-6-2025.

15.4 Approve the Minutes of the Special Board Meeting 3-25-2025.

### 16. ORGANIZATIONAL BUSINESS

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

### 17. BOARD CALENDAR

17.1 Reschedule Board Meeting June 19, 2025 (Tuesday, June 24th?)

### 18. CLOSED SESSION

### A. Personnel

18.1 Public Employee Discipline/Dismissal/Release (Certificated) (GC 54947)

**18.2** Public Employee Performance Evaluation (Superintendent) (GC 54957)

**18.3** Conference with Labor Negotiator (GC 54957.6)

Agency Representative: Superintendent/Principal.

### B. Student Matters

18.4

### C. Legal Matters

18.5 Anticipated Litigation (GC 54956.9) update: 1 potential cases

### 19. OPEN SESSION: OTHER ACTION ITEMS

Consideration of items from closed session

### 20. ADJOURNMENT



### STUDENTS/STAFF/PUBLIC ACKNOWLEDGEMENT

5.1 Esther Piepgrass (6th grader) Tulare County Farm Bureau 2025-2026 Student Art Calendar



PUBLIC HEARING

7.1 Public Hearing on the Negotiation Proposals: SETA and District



**ACTION ITEMS** 

8.1 1st Read CSBA - Board Policies



**ACTION ITEMS** 

8.2 Interdistrict Transfers In

# Interdistrict **IN** For Board Approval 2025-2026 School Year

# Month: April 2025

SSID #	Grade	District Coming from	Continuing/New
5036470086	8 <sup>th</sup>	Exeter	Continuing



**ACTION ITEMS** 

8.3 Interdistrict Transfers Out

# Inter-district **OUT** For Board Approval 2025-2026 School Year

# Month: APRIL

### Home District Sequoia Union

SSID #	Grade	District of Choice	Continuing/New
1231858236	4th	Exeter USD/Lincoln	Continuing
5228078141	2nd	Exeter USD/Lincoln	Continuing
4617766765	5 <sup>th</sup>	Exeter USD/Rocky Hill	Continuing
9676367572	3 <sup>rd</sup>	Exeter USD/Rocky Hill	Continuing



**ACTION ITEMS** 

8.4 Amira Screener/Marla Yadon (Presentation)



### **Amira Learning**

### **Background Information:**

Amira is an assessment tool unanimously approved by the State of California. Amira uses AI to listen to students read aloud and it analyzes their reading behaviors in real time. While a typical computer adaptive assessment tracks only right or wrong answers, their approach delivers 10 times more data by providing rich insights into how each student processes and decodes text. The Amira Suite offers a screener for K-2 in English and Spanish, benchmark assessments to use throughout the year, reports to parents and teachers, individual tutoring using AI and resources to train teachers.

### **Current Considerations:**

Beginning in the 2025-2026 school year, all California schools will be required to conduct an annual screener to see if students are at risk for reading difficulties. The Amira Learning Suite meets the requirements outlined in EC 53008 (e) & (b).

Fiscal Impact: \$20 per K-2 student - reimbursed by the State of California

Funding Source: General

**Recommendation:** Approve the use of Amira Learning as the adopted Screener for Risk of Reading Difficulties to meet the requirements of EC 53008 (e) & (b).



**ACTION ITEMS** 

8.5 Board Acceptance of Proposals: SETA and District



Dear Sequoia Elementary Teachers Association:

I am writing to you to present our initial proposals for successor bargaining under the Educational Employees Relations Act, or EERA. The Sequoia Union Elementary School District ("District") is hereby giving notice that it intends to open the following articles for 2024-2025 collective bargaining:

### Article XIII. Salaries

The District seeks to review salary and other compensation to ensure teachers are compensated fairly and to ensure the District maintains fiscal stability.

Article XIV. Fringe Benefits

The District seeks to ensure that the District provides adequate, competitive benefits package while also maintaining fiscal stability.

The EERA requires the parties to present initial proposals at a public session of the District Board of Trustees prior to beginning the process of active negotiations. Accordingly, the District will sunshine these articles for public comment and Board adoption at the next regularly scheduled meeting on April 10, 2025.

We sincerely appreciate SETA's cooperation regarding the commencement of bargaining. Sincerely,

Dr. Scott Pickle Superintendent/Principal



#### **SUPERINTENDENT**

#### **10.1 Field Trips**

- 5-5-25 8th Grade Woodlake High School
- 5-12-25 8th Grade Exeter Water Tower & Park
- 6-2-25 7th & 8th Grade Adventure Park



Dr. Scott Pickle Superintendent/Principal

### Field Trip/Transportaon Request Form

Please fill out this request and return the request to the office at least **three** weeks prior to your trip.

Teachers: Mrs. Keller Grade: 8 Date of Request: 3/19/2025

Location: Woodlake High School

Copy of Educational Packet attached: YES \_\_\_\_\_ NO XX

Cost of Tickets: Students \$0 Adults \$0 Entrance Fee: \$0

# of Student: <u>12</u># of Adults: <u>1</u>

Meals through Cafeteria: YES: \_\_\_NO: XX

Date of Trip: 5/05/20205 Approximate Miles: 16 X \$2.35 Total Cost of Trip: 37.60

Time of Departure: <u>8:00</u> Time of Return: <u>2:15</u> Deposit Needed: Yes or <u>No (</u>circle one) Deposit Amount: \$\_\_\_\_\_

#### Safety Inspection:

Sig	nature:	
		_

Other:

Date:

Transportation by:

Superintendent

PTC President

Director of Transportaon

\* Please follow the SOP Email completed form Hard Copy hand delivered to Tanya. Confirmation will be provided once your field trip has been approved by all parties.

Small School, Big Heart

23958 Ave 324/P.O. Box 44260 Phone: 559-564-2106 LEMON COVE, CA 93244-4260



Dr. Scott Pickle Superintendent/Principal

### Field Trip/Transportaon Request Form

Please fill out this request and return the request to the office at least **three** weeks prior to your trip.

Teachers: Mr. Nunes & Mrs. Keller Grade: 8 Date of Request: 4/02/2025

Location: Exeter Water Tower and Park

Copy of Educational Packet attached: YES \_\_\_\_\_ NO\_XX

Cost of Tickets: Students \$<u>0</u> Adults \$<u>0</u> Entrance Fee: \$<u>0</u>

# of Student: 39 # of Adults: 1

Meals through Cafeteria: YES: XX

Date of Trip: 5/12/20205 Approximate Miles: 16 X \$2.35 Total Cost of Trip: 37.60

Time of Departure: 12:30 Time of Return: 2:15

Deposit Needed: Yes or <u>No (</u>circle one) Deposit Amount: \$\_\_\_\_\_

### Safety Inspection:

Signature:\_\_\_\_\_

\_\_\_\_\_Date:\_\_\_\_\_ Other:

Transportation by:

Superintendent

PTC President

Director of Transportaon

\* Please follow the SOP Email completed form Hard Copy hand delivered to Tanya. Confirmation will be provided once your field trip has been approved by all parties.

Small School, Big Heart

23958 Ave 324/P.O. Box 44260 Phone: 559-564-2106 LEMON COVE, CA 93244-4260



### Dr. Scott Pickle Superintendent/Principal

### Field Trip/Transportaon Request Form

Please fill out this request and return the request to the office at least three weeks prior to your trip.

Teachers: Mrs. Perez, Mr. Espinoza, Mr. Nunes & Mrs. Keller Grade: 7/8 Date of Request: 4/04/2025

Location: Adventure Park

Cost of Tickets: Students \$30 Adults \$10 Entrance Fee: \$0

# of Student: <u>81</u> # of Adults: <u>4</u>

Meals through Cafeteria: NO: XX

Date of Trip: 6/2/2025 Approximate Miles: 36 X \$2.35 Total Cost of Trip: 84.60

Time of Departure: 9:15 Time of Return: 2:45

Deposit Needed: Yes or <u>No (</u>circle one) Deposit Amount: \$\_\_\_\_\_

Safety Inspection: Transportation by: School Bus

Superintendent

PTC President

Director of Transportaon

\* Please follow the SOP Email completed form Hard Copy hand delivered to Tanya. Confirmation will be provided once your field trip has been approved by all parties.

Small School, Big Heart

23958 Ave 324/P.O. Box 44260 Phone: 559-564-2106 LEMON COVE, CA 93244-4260



SUPERINTENDENT

**10.2 TCOE Behavioral Health Services Contract 25-26** 

# Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire County Superintendent of Schools

P.O. Box 5091 Visalia, California 93278-5091

(559) 733-6300 tcoe.org

Administration (559) 733-6301 fax (559) 627-5219

**Business Services** (559) 733-6474 fax (559) 737-4378

Human Resources (559) 733-6306 fax (559) 627-4670

Instructional Services (559) 302-3633 fax (559) 739-0310

**Special Services** (559) 730-2910 fax (559) 730-2511

Main Locations

Administration Building & Conference Center 6200 S. Mooney Blvd. Visalia

**Doe Avenue Complex** 7000 Doe Ave. Visalia

Liberty Center/ Planetarium & Science Center 11535 Ave. 264 Visalia March 19, 2025

Sequoia Union School District PO Box 44260 Lemon Cove, CA 93244

Dr. Scott Pickle,

Attached is your Agency Agreement for **2025 - 2026** from Behavioral Health Services.

Please sign and return either by e-mail or by mail to:

E-mail: karla.doyer@tcoe.org

#### OR

Mail:

Tulare County Office of Education Attn: Karla Doyer, Purchasing & Agreements Manager P.O. Box 5091 Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Karla Doyer

Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

## 1. RESPONSIBILITIES OF DISTRICT:

(Please provide a detailed description of services and deliverables to be provided by Sequoia Union School District.)

Site Administration is committed to the integration of Mental Wellness Services for academic year 2025-2026 for Sequoia Union School District

- Mental Health Professionals will have district internet/server access.
- Mental Health Professionals will have access to confidential space to meet with students.
- Mental Health Professional will participate in School District Professional Learning
  Communities
- District school psychologist, administrators, school counselors will collaborate with Mental Health Professional
- Initial administrators meeting (e.g., DOSE, Principal, Clinical Supervisor, Mental Health Professional
- Provide pertinent data for identified students (e.g., demographics, attendance, suspensions, and academics)

# 2.RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

Two (2) days of Mental Wellness Services per week for 37 weeks during the 2025-2026 school year.

- On-site school and district trainings regarding student mental wellness (i.e., mental health, suicide prevention, etc.)
- Quarterly reports regarding the delivery of services and trainings available upon
  request
- Annual data report on progress and annual outcomes of the service will be
  provided, which can be delivered to the school board and site administrators

 Licensed Mental Health Professional will oversee clinical practices of Mental Health Professional

- Administrative and clinical support
- Data collection and analysis

TCOE BHS Contracted Mental Health Professional Services Include:

- Staff and Parent Trainings
- Brief Mental Health Support
- · Interim Mental Health Support (pending referral to outside provider)
- Crisis Support
- SARB Support
- Administration/School Staff/Classroom Consultation and Support
- Family Outreach and Support
- · Community Linkage
- Student Groups (e.g., Social Skills, Anger Management, Friendship/Anti-bullying,
- Social Emotional Learning, Girls Circle, Mindfulness)

## FEE SCHEDULE

The contract total for services to be provided are estimated to be

Two (2) days of Mental Wellness Services for 37 weeks for an approximate daily rate of \$906.00 during the 2025-2026 school year at a weekly rate of approximately \$1,812.00 for a total cost of \$67,044

2(days) X 37 (weeks) = 74 days 74 (days) X (approximate daily rate) \$906.00 = \$67,044.00

# including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)

Exhibit (B)

Exhibit (C)

Exhibit (D)

### AGENCY AGREEMENT 260069

THIS AGREEMENT, is entered into between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT and Sequoia Union School District, referred to as DISTRICT.

ACCORDINGLY, IT IS AGREED:

### 1. TERM: This Agreement shall become

effective as

and shall expire on .

8/1/2025

6/30/2026

- 2. SERVICES: DISTRICT shall provide services as set forth: (See attached Scope of Services Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)
- 3. COST OF SERVICES: DISTRICT shall pay SUPERINTENDENT for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 67,044.00

- 4. METHOD OF PAYMENT:
  - a. SUPERINTENDENT must submit itemized invoices to DISTRICT for the cost of the services.
  - b. SUPERINTENDENT is responsible for maintaining verifiable records for all expenditures.

5. INDEMNIFICATION: SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

**THE PARTIES**, having read and considered the above provisions indicate their agreement by their authorized signatures below.

DISTRICT Scott Pickle, Ed.D. Sequoia Union School District 23958 Avenue 324, P.O. Box 44260 Lemon Cove, CA 93244–4260

#### SUPERINTENDENT

Tim A. Hire, Superintendent Tulare County Superintendent of Schools Tulare County Office of Education P.O. Box 5091 Visalia CA 93278-5091

### SUPERINTENDENT

Signature	Tim	A. Hire		
Date	3/17/2025			
DISTRICT				
Signature		Sign		
Date				
TCOE Program In	nformation			
Contact Person:	Angela Gomez, LMFT			
Telephone:	559-730-296	559-730-2969		
Department/Program	m: Behavioral H	ealth Services		
<u>Please return an origi</u>	<u>nal copy to</u> :	Tulare County Office of Education ATTN: Internal Business Services Secretary P.O. Box 5091 Visalia, CA 93278-5091		



SUPERINTENDENT

**10.3 TCOE County wide Interdistrict Agreement 2025-2030** 

# INTERDISTRICT ATTENDANCE AGREEMENT

THIS AGREEMENT is entered into by and between the Tulare County school districts listed on Exhibit A, which is attached hereto and incorporated herein by this reference.

In order to comply with the provisions of Education Code § 46600, the parties hereby agree that the following terms and conditions shall apply to all interdistrict attendance transfers between them that are granted pursuant to that section.

### 1. Term of Agreement (Maximum of 5 years)

This Agreement shall take effect on July 1, 2025, and shall expire on June 30, 2030. It may not be revised, modified or amended without the written consent of all parties.

### 2. Initial Requests

The initial decision to grant or deny an interdistrict transfer request shall be made in accordance with the board policy of each respective district. In accordance with Education Code section 46600 a school district of proposed enrollment that elects to accept an interdistrict transfer must accept all pupils who apply for an interdistrict transfer until the school district is at maximum capacity. In addition, school district of proposed enrollment shall ensure that students are selected through an unbiased process and cannot consider whether a student will be granted an interdistrict transfer based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220.

A pupil who has been determined by personnel of either the district of residence or the district of proposed enrollment to have been the victim of an act of bullying, as defined in Education Code section 48900(r), committed by a pupil of the district of residence shall, at the request of the parent, be given priority for interdistrict attendance. If the student who applies for a transfer is a victim of an act of bullying and the school district of residence has only one school offering the grade level of the victim and therefore there is no option for an intradistrict transfer, the victim of an act of bullying may apply for an interdistrict transfer and the school district of residence shall not prohibit the transfer if the school district of proposed enrollment approves the application for transfer.

Additionally, a district of residence shall not prohibit the transfer of a pupil who is a child of an active military parent to a district of proposed enrollment if the district of proposed enrollment approves the interdistrict transfer request.

### 3. Reapplication

Transfer students must reapply and be approved for an interdistrict transfer each year in order to continue to attend in the district of enrollment.

### 4. Revocation and Rescission

Either the district of enrollment or the district of residence may revoke or rescind a transfer permit in accordance with its board policy and/or administrative regulation. However, neither district may rescind the interdistrict transfer of a student after June 30 following the completion of grade 10, or of a student in grade 11 or 12.

### 5. Addition or Withdrawal of Parties

School districts may be added to this Agreement at any time during its term. In order to be added, a district shall sign the Agreement, add its name to Exhibit A, and notify all other parties. If a district wishes to withdraw from the Agreement, it must notify all parties of its withdrawal and effective date.

6. Authorized Signature: This Agreement may be executed in counterparts.

The \_\_\_\_\_\_ School District agrees to be bound by the terms and conditions of this Agreement, as witnessed by the duly authorized signature below.

Date \_\_\_\_\_

Signature

Title

### INTERDISTRICT ATTENDANCE AGREEMENT

### EXHIBIT A SCHOOL DISTRICT PARTIES TO THE AGREEMENT



SUPERINTENDENT

**10.4 TCOE ERS Library Agreement** 

# Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire County Superintendent of Schools

P.O. Box 5091 Visalia, California 93278-5091

(559) 733-6300 tcoe.org

Administration (559) 733-6301 fax (559) 627-5219

**Business Services** (559) 733-6474 fax (559) 737-4378

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Instructional Services (559) 302-3633 fax (559) 739-0310

**Special Services** (559) 730-2910 fax (559) 730-2511

Main Locations

Administration Building & Conference Center 6200 S. Mooney Blvd. Visalia

**Doe Avenue Complex** 7000 Doe Ave. Visalia

Liberty Center/ Planetarium & Science Center 11535 Ave. 264 Visalia April 1, 2025

Sequoia Union School District PO Box 44260 Lemon Cove, CA 93244

Dr. Scott Pickle,

Attached is your Agency Agreement for 2025-2026 from ERS Library Media Services.

Please sign and return either by e-mail or by mail to:

E-mail:

karla.doyer@tcoe.org

### OR

Mail:

Tulare County Office of Education Attn: Karla Doyer, Purchasing & Agreements Manager P.O. Box 5091 Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Karla Doyer

Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

# **1. RESPONSIBILITIES OF DISTRICT:**

(Please provide a detailed description of services and deliverables to be provided by Sequoia Union School District.)

See "Exhibit A, Section 3. DISTRICT agrees to:"

# 2.RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

See "Exhibit A, Section 3. SUPERINTENDENT agrees to:"

# FEE SCHEDULE

# The contract total for services to be provided are estimated to be

SUPERINTENDENT will estimate the agreement using the Average Daily Attendance (ADA) from the 2023-2024 LCFF Summary Data Second Principal Apportionment (P-2). DISTRICT will be invoiced quarterly based on the 24-25 ADA Second Principal Apportionment (P-2) X \$11.75. Upon CDE certification of the 25-26 Second Principal ADA, the adjustment to the ADA will be accounted for in the final quarterly invoice. The minimum agreement for a single school site with an ADA  $\leq$  86 is \$1,010.50.

2025-26 Estimate: \$11.75 x 366.82 ADA = \$4,310.14 or \$1,010.50 if ADA ≤ 86

# including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A) 2025-26 LMS Agreement\_Exhibit A\_Sequoia Union SD.pdf 115.94KB

Exhibit (B)

Exhibit (C)

Exhibit (D)

THIS AGREEMENT, is entered into between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT and Sequoia Union School District, referred to as DISTRICT.

ACCORDINGLY, IT IS AGREED:

#### 1. TERM: This Agreement shall become

effective as

and shall expire on .

7/1/2025

6/30/2026

- 2. SERVICES: DISTRICT shall provide services as set forth: (See attached Scope of Services Exhibit A for details, The Exhibit A is made part of this Agreement by reference.)
- 3. COST OF SERVICES: DISTRICT shall pay SUPERINTENDENT for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 4,310.14

- 4. METHOD OF PAYMENT:
  - a. SUPERINTENDENT must submit itemized invoices to DISTRICT for the cost of the services.
  - b. SUPERINTENDENT is responsible for maintaining verifiable records for all expenditures.

5. INDEMNIFICATION: SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employee-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

**THE PARTIES**, having read and considered the above provisions indicate their agreement by their authorized signatures below.

DISTRICT Scott Pickle, Ed.D., Superintendent/Principal Sequoia Union School District 23958 Avenue 324, PO Box 44260 Lemon Cove, CA 93244

#### SUPERINTENDENT

Tim A. Hire, Superintendent Tulare County Superintendent of Schools Tulare County Office of Education P.O. Box 5091 Visalia CA 93278-5091

#### SUPERINTENDENT

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3	ч	110	Lu	10	



3/14/2025

Date

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DISTRICT

Signature

Sign

Date

**TCOE Program Information** 

Contact Person: Sara Torabi

Telephone: (559) 651-3031

Department/Program: ERS Library

Please return an original copy to:

Tulare County Office of Education ATTN: Internal Business Services Secretary P.O. Box 5091 Visalia, CA 93278-5091

### Exhibit A for 2025-26 ERS LIBRARY MEDIA SERVICES AGENCY AGREEMENT BETWEEN TULARE COUNTY SUPERINTENDENT OF SCHOOLS AND

### SEQUOIA UNION SCHOOL DISTRICT

1. TERM. This agreement shall be effective July 1, 2025 – June 30, 2026.

# 2. This agreement covers the following sites: Sequoia Union School (TK-8), Sequoia Elementary Charter (TK-8).

#### 3. SERVICES.

DISTRICT agrees to:

- 1. Respond to SUPERINTENDENT'S email request to update the previous year's DISTRICT staff list within a month of the start of the school year for ERS Portal username and password assignments. The initial email will be sent by Sara Torabi; return all changes and updates to sara.torabi@tcoe.org. If you have additional questions about submission or format, please call 559-651-3031.
- 2. Reimburse SUPERINTENDENT for the replacement value of any item lost, destroyed, or stolen and pay for repair costs for items damaged while in its possession.
- 3. Understand and acknowledge that copying any materials owned or licensed by SUPERINTENDENT under this agreement is prohibited by federal copyright laws. This includes, but is not limited to, videotaping, audiotaping, and photocopying.
- 4. Contact Valarie Seita, Library Media Coordinator, if there are any questions or concerns about the terms of this agreement at 559-651-3042 or <u>valarie.seita@tcoe.org</u>.

#### SUPERINTENDENT agrees to:

- 1. Provide online access to the Educational Resource Services Multimedia Portal. Digital resources, with correlations to the California Standards, including research and reference sources for students, digital books (many with audio and/or visual enhancement), and differentiation tools.
  - a. SUPERINTENDENT will provide each teacher and administrator with a username and password to the ERS Portal for access to online subscription content and to reserve circulating collection materials. Each school will be provided a generic student login, allowing students access to resources at school and at home; parents have access to the ERS Portal via their student's login. Login credentials are site/program specific and should only be shared with staff and students at the sites listed in this contract.
  - b. Annual on-site ERS Portal Presentations, digital citizenship, and information literacy training are available for DISTRICT staff upon request.
- 2. Provide circulating access to educational resource materials, including print media, STEM kits, robotics, primary document reproductions, art prints, and realia.
  - a. Print media includes core and extended literature in English and Spanish, fiction, informational text, Big Books, and professional development titles.
  - b. Small group and classroom book/multimedia kits are available, with the option of requesting a customized book/multimedia bundle.
  - c. In-person access to media at the ERS Library and Multimedia Center is available Monday Friday, 8:00 am – 5:00 pm, closely following a traditional school calendar and holidays for closure. For hours of operation, see the ERS Library Calendar posted on the library website (https://tcoe.org/ERS/library).
  - d. According to the delivery schedule, SUPERINTENDENT staff will deliver and pick up circulating materials when materials have been reserved or a pickup has been requested.

- e. DISTRICT staff will reserve materials online, by phone, or in person prior to the scheduled delivery day. SUPERINTENDENT reserves the right to alter materials reservations, so they align with the site's assigned delivery day.
- f DISTRICT staff will renew their checkouts or return circulating items to a centralized location at their site and submit a pickup request by the due date.
- 3. Provide the services of the ERS Library Coordinator, a credentialed teacher librarian, and holder of the Library Media Teacher Services Credential as "Librarian of Record" for any DISTRICT that does not employ a credentialed teacher librarian. Ed Code 44868 allows a DISTRICT to employ non-credentialed personnel to assist in the provision of school library services. However, these individuals do not supersede the Ed Code requirement that a credentialed teacher librarian provide oversight of school library services. This agreement further fulfills the DISTRICT's obligation under Education Code, sections 18100 and 18120. A DISTRICT is in compliance with the law when it contracts for library services with SUPERINTENDENT for the services of a credentialed teacher librarian.
- 4. Provide consultant services relative to the development of library programs, including library facility planning and training of library personnel in the provision of library services. These include the use of digital resources, library management software training, and collection development.
  - a. DISTRICT will be invited to send library personnel from each contracting site to participate in the ERS Library's bi-monthly Library Media Network meetings dedicated to developing impactful school library programs, exploring new technologies, and discovering how to promote and use the ERS Portal digital resources.
- 5. Provide technology education and training to support DISTRICT needs.
  - a. The ERS Library's Instructional Technology Specialists will maintain a collection of prerecorded training videos to be accessed via the ERS Portal and available to all DISTRICT staff at no charge.
  - b. Work plans are available at an additional fee for customized on-site or virtual technology professional development.
  - c. Paid training opportunities for classified and certificated staff will be offered throughout the school year.
- 6. The ERS Library's Teacher Resource Center (TRC) is open for extended hours beyond the classroom day to accommodate teaching schedules. Contracting DISTRICT staff may bring their own supplies and use TRC equipment. Contracting sites pay a reduced fee for TRC materials.
  - a. Contracting agencies may request poster printing services from TRC staff solely for educational purposes. It is noted that the poster printing capacity is subject to limitations. Should the requested quantity exceed ten (10) posters, TRC staff will recommend local print shops that can fulfill the order.
  - b. TRC-made materials can be delivered to contracting sites on the next scheduled delivery day after completion or by mail (postal shipping fee will apply).



SUPERINTENDENT

**10.5 TCOE Psych Services Agreement** 

## Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire County Superintendent of Schools

P.O. Box 5091 Visalia, California 93278-5091

(559) 733-6300 tcoe.org

Administration (559) 733-6301 fax (559) 627-5219

**Business Services** (559) 733-6474 fax (559) 737-4378

Human Resources (559) 733-6306 fax (559) 627-4670

Instructional Services (559) 302-3633 fax (559) 739-0310

**Special Services** (559) 730-2910 fax (559) 730-2511

Main Locations

Administration Building & Conference Center 6200 S. Mooney Blvd. Visalia

**Doe Avenue Complex** 7000 Doe Ave. Visalia

Liberty Center/ Planetarium & Science Center 11535 Ave. 264 Visalia March 26, 2025

Sequoia Union School District PO Box 44260 Lemon Cove, CA 93244

Dr. Scott Pickle,

Attached is your Agency Agreement for **2025-2026** from Psychological Services.

Please sign and return either by e-mail or by mail to:

E-mail: karla.doyer@tcoe.org

#### OR

Mail:

Tulare County Office of Education Attn: Karla Doyer, Purchasing & Agreements Manager P.O. Box 5091 Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Karla Doyer

Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

## 1. RESPONSIBILITIES OF AGENCY:

## (Please provide a detailed description of services and deliverables to be provided by Sequoia Union School District.)

DISTRICT shall pay SUPERINTENDENT the actual cost of psychological services to the extent they are allowable under the terms, not to exceed the sum set forth in the Agency Agreement.

## 2.RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

SUPERINTENDENT shall provide DISTRICT with 0.5 day per week of psychological services which includes:

Behavior Analysis and Intervention: Conduct Functional Behavior Assessments Design and implement research/evidence based behavior Intervention plans Model and monitor effective behavior interventions Data collection and Progress Monitoring input and oversight

Conduct Psycho-Educational Assessments: Present psycho-educational assessment results to the IEP team Provide written psycho-educational assessment report to all IEP team members Input assessment data Into the I EP prior to the I EP meeting Present assessment findings at the scheduled IEP team meeting

Consultation and Collaboration: On-going coordination/collaboration with all student stakeholders Provide professional development in-service training opportunities to school site (per request)

Short-Term Counseling for School-Based Difficulties (Individual/small group) Social Skills development Anger Management Problem-Solving skill development Crisis response and emergency intervention

Student Study Team (SST) and Individualized Education Program (IEP): Attend and participate in SST/IEP meetings (as needed) On-going collaboration with other SST/IEP team members

## FEE SCHEDULE

## The contract total for services to be provided are estimated to be

The contract total for services to be provided are estimated to be \$1,188 per day, 0.5 day per week, total \$23,760.00 annually.

including travel or other expenses.

# Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)

Exhibit (B)

Exhibit (C)

Exhibit (D)

### AGENCY AGREEMENT 260081

THIS AGREEMENT, is entered into between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT and Sequoia Union School District, referred to as AGENCY.

ACCORDINGLY, IT IS AGREED:

#### 1. TERM: This Agreement shall become

effective as

and shall expire on .

7/1/2025

6/30/2026

- 2. SERVICES: AGENCY shall provide services as set forth: (See attached Scope of Services Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)
- 3. COST OF SERVICES: AGENCY shall pay SUPERINTENDENT for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 23,760.00

- 4. METHOD OF PAYMENT:
  - a. SUPERINTENDENT must submit itemized invoices to AGENCY for the cost of the services.
  - b. SUPERINTENDENT is responsible for maintaining verifiable records for all expenditures.

5. INDEMNIFICATION: SUPERINTENDENT and AGENCY shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or AGENCY or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

**THE PARTIES**, having read and considered the above provisions indicate their agreement by their authorized signatures below.

AGENCY Scott Pickle, Ed.D. Sequoia Union School District 23958 Avenue 324, PO Box 44260 Lemon Cove, CA 93244

#### SUPERINTENDENT

Tim A. Hire, Superintendent Tulare County Superintendent of Schools Tulare County Office of Education P.O. Box 5091 Visalia CA 93278-5091

#### SUPERINTENDENT

Signature	Tim A. Hire		
Date	3/25/2025		
AGENCY			
Signature	Sign		
Date			
TCOE Program In	ormation		
Contact Person:	Irma Anaya		
Contact Person: Telephone:	Ima Anaya		



H. Scott Pickle, Ed. D. Superintendent/Principal

SUPERINTENDENT

10.6 TCOE/Legal Services Consortium Contract

Small School, Big Heart

#### LEGAL SERVICES AGREEMENT FOR THE TULARE COUNTY OFFICE OF EDUCATION LEGAL SERVICES CONSORTIUM

This agreement ("Agreement") is effective July 1, 2025 ("Effective Date") between the Tulare County Office of Education ("TCOE") for school districts and TCOE participating in the Tulare County Office of Education Legal Services Consortium (each a "Client" and together the "Clients") and the law firm of Lozano Smith, LLP ("Lozano Smith" or "Attorney") collectively, the "Parties."

WHEREAS, the Tulare County Office of Education Legal Services Consortium ("Consortium") has selected Lozano Smith as the preferred provider of legal services for each Client electing to participate as a member of the Consortium; and

WHEREAS, this Agreement shall serve as the master agreement for participating Clients.

NOW, THEREFORE, the Client and Attorney agree as follows:

1. Fees and Payment for Legal Services. For July 1, 2025 to June 30, 2026, each Client payment for basic legal services ("basic services") is calculated on \$5,000 per Client plus \$5.25 per Client unit of ADA as of the 2020-21 CALPADS Fall 1 Enrollment Count plus a 5 % fixed administrative fee which includes all expenses incurred for travel, database access, mailing services, word processing, parking, meals, mileage, faxes, telephone and photocopies. Any adjustment shall take into account the CALPADS Fall 1 Enrollment Count for the most accurate determination of the Client unit of ADA. The Parties shall evaluate for adjustment for each subsequent fiscal year the legal fees and expenses for basic services. For individualized, complex, or specialized legal services only ("specialized services"), Client shall be separately billed by Lozano Smith and fees earned at a hourly rate of \$325 for partners/senior counsel; \$275 for associates; and \$200 for paralegals/law clerks through June 30, 2026. For each subsequent fiscal year, beginning on July 1 and ending on June 30, the rates shall increase by four (4%) percent. The fixed administrative fee shall remain the same as for basic services. Payment for specialized services shall be made within thirty (30) days of such billing or be subject to an interest charge of 1% per month not to exceed 10% per annum. The County Superintendent will coordinate and administer the Agreement for basic services on behalf of the Clients. For basic services only, the County Superintendent is authorized to bill and receive, and each Client shall pay to the County Superintendent, its pro rata share pursuant to the above fee calculation. Client shall pay to TCOE its pro rata share of the total fee specified in two (2) equal biannual installments. For each fiscal year, the first payment by Client to TCOE shall be due on or before July 15 and the second payment from Client to TCOE shall be due on or before January 15. The County Superintendent shall remit the total of the pro rata share of the Clients' payment to Attorney two times per year by August 30 and January 30 of each school fiscal year.

2. <u>Term.</u> The term of the Agreement is extended from year to year, on a fiscal year basis ending on June 30, unless terminated. Any Client member may terminate the

Agreement for the subsequent fiscal year by providing at least thirty (30) days written notice before the end of each fiscal year to the Attorney and County Superintendent. The County Superintendent or Attorney may also terminate the Agreement by providing at least thirty (30) days written notice before the end of each fiscal year. Unless a thirty (30) day notice is given as provided herein, the Agreement shall be renewed from year-to-year on a fiscal year basis.

3. <u>Supersession</u>. This Agreement supersedes all previous Agreements and amendments before the Effective Date July 1, 2025.

<u>4.</u> Joint Representation. From time to time, joint representation by Attorney may be more effective for Client representation. In order to comply with the Rules of Professional Conduct, Client may be requested, and may consent, to any such joint representation after a written disclosure of any potential conflict of interest. Nothing herein shall require a Client to provide any such consent unless joint representation is desired.

5. Execution in Counterparts; Copies. The Agreement may be signed on separate signature pages by the County Superintendent and Attorney. Copies of signatures shall have the same force and effect as original signatures.

SO AGREED.

TULARE COUNTY OFFICE OF EDUCATION

LOZANO SMITH, LLP

By: Tim A. Hire Its: Superintendent of Schools Date: , 2025 By: Karen M. Rezendes Its: Managing Partner Date: \_\_\_\_\_, 2025



H. Scott Pickle, Ed. D. Superintendent/Principal

SUPERINTENDENT

**10.7 TCOE/Sandy Hook Promise/Consortium Contract** 

Small School, Big Heart



#### Say Something Anonymous Reporting System (Say Something ARS) Memorandum of Understanding between Sandy Hook Promise Foundation and Tulare County Office of Education

This Memorandum of Understanding ("MOU") is entered into by Sandy Hook Promise Foundation ("SHPF"), a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and Tulare County Office of Education, which is organized and existing under and pursuant to the Constitution and laws of the State of California and with a primary business address at P.O. Box 5091, Visalia, California, 93278. SHPF and Tulare County Office of Education may also each be referred to herein individually as a "Party" or collectively as the "Parties."

#### 1. <u>PURPOSE</u>.

SHPF and Tulare County Office of Education agree to educate Tulare County Office of Education participating schools identified in EXHIBIT E about SHPF's *Say Something* Anonymous Reporting System. The *Say Something* ARS teaches students how to recognize for warning signs especially in social media, from individuals who may want to hurt themselves or others and to *"Say Something"* to a trusted adult or use the Anonymous Reporting System (App, Website or 24/7/365 Crisis Telephone Line) to get them help.

#### 2. <u>DUTIES</u>.

The Parties shall perform the duties described generally below, and in Exhibits attached hereto and made a part hereof.

- A. During the Program, SHPF will perform the following duties:
  - i. <u>Program coordination and onboarding</u>: Provide guidance and support in the establishment of tip management teams and tip management infrastructure. Supply communication and outreach materials needed for the setup, announcement, and launch of the Program.
  - ii. <u>Trainings:</u>
    - a. Adult Training: Provide user training for district and school team members (Teams Training) on use of the P3 Tip Manager, on Crisis Center tip processing and protocols, on tip management best practices, on conducting and passing the Official Pre-Launch Tip Test, and on ways to ensure program longevity. Additional learning resources and guides for *Say Something* ARS Teams are provided digitally at no cost. This training is available via the SHPF Digital Learning Center and will be shared with Tulare County Office of Education.
    - b. Student Training: Provide video-based student training and related lesson plans and activities (through the SHPF Learning Center, an online learning management system).
  - iii. <u>Program engagement and success</u>: Provide ongoing account management support, including dedicated Account Manager available for 1:1 coaching in the areas of team management, tip management, and use of the P3 Tip Management platform. Supply monthly newsletter, professional development webinars, Awareness Materials (posters, window cling, etc.) to participating schools. Provide framework and materials needed for participating schools to establish SAVE Promise Clubs to reinforce the philosophy of the Say Something ARS program amongst students and help ensure proper and continued utilization of the anonymous reporting system.
  - iv. <u>Compliance:</u> SHPF shall adhere to and comply with applicable federal and state laws and regulations.



- v. <u>Background Checks</u>: All SHPF employees, agents, and volunteers who will have contact with students will undergo and must pass a background check before interacting with students.
- vi. <u>Indemnity</u>: SHPF shall defend, hold harmless and indemnify Tulare County Office of Education, its affiliates, and/or Tulare County Office of Education employees and volunteers from claims, demands, damages, or litigation brought by third parties resulting from the acts or omissions of SHPF.
- vii. <u>Exhibit A-1</u>: The activities set forth on Exhibit A-1 attached hereto and made a part hereof.
- B. Tulare County Office of Education will perform the following duties:
  - i. <u>Communication</u>: Tulare County Office of Education will communicate the benefits of *Say Something* ARS at Tulare County Office of Education, foster buy-in with program participants (team members) and supply regular and ongoing reminders of the program to the school community, including parents.
  - ii. <u>Program infrastructure and workflow</u>: Support the establishment of tip management teams, including School Teams for each participating school, a District Team for tip management support and oversight, a Special Team for exceptional or highly sensitive tips, and a Flex Team, as needed, for activation during school breaks and holidays. Reinforce program requirements and Crisis Center protocol, including Tip Disposition requirements. Equip team members with the devices or equipment needed to carry out their tip management and tip follow-up responsibilities, with scheduling and outreach and, where needed, communication on presentations/training.
  - iii. <u>Meet all Say Something ARS Launch Readiness Standards and complete all Onboarding steps prior to</u> program launch (i.e., initiation of student training), including the establishment of:
    - a.<u>A Program Lead</u>: A district-level administrator who *believes in the program*, has the ability to mobilize school administrators, can communicate effectively amongst various disciplines (i.e., education, law enforcement, mental health), supports School Teams in providing timely and appropriate responses to concerns raised in tips, and provides clear and consistent feedback to SHPF on the program's needs, challenges, *and* successes. The Program Lead also provides clear parameters and timeframe for Flex Team activation (covered in more detail below). The Program Lead is the primary point of contact for the SHPF Team, including Account Management and Crisis Center teams.
    - b.<u>A District Team:</u> A team of 3-5 year-round district-level administrators, including the Program Lead. District Teams support School Teams in tip management and providing follow-up resources, assessments, or care plans for students in need.
    - c. <u>School Teams</u>: A team for each participating school that consists of 3-5 school-level administrators, including a School Team Lead (typically but not necessarily the principal), who serves as the Crisis Center's primary point of contact regarding tips submitted to their specific school or questions/ concerns about their specific School Team. Team Leads are responsible for identifying trusted and high-performing school administrators to perform the duties of the School Team; for keeping their Team roster up to date with staff turnover; for ensuring tips are closed-out and dispositioned thoughtfully, accurately, and regularly in the P3 Tip Manager; for communicating needs or challenges to the Program Lead; and for



providing follow-up, assessments, or care plans to students in need.

- d.<u>A Special Team</u>: a team consisting of 1-2 members of the District Team who are notified of exceptional or particularly sensitive tips, including but not limited to tips concerning school-related adults (e.g., school administrators, teachers, coaches, volunteers, etc.) or sexual assault of a minor.
- e. <u>A Flex Team:</u> an optional team consisting of a mix of 3-5 District Team members (typically, the Program Lead and each School Team's Lead). If the designated district and school teams are not able to take tips during these times, a Flex Team can be engaged during school breaks or holidays (or whenever deemed necessary by the Program Lead). The Flex Team *flexes* to fill gaps and serves as backup as needed. The Program Lead must clearly define, in advance and in writing, to the Crisis Center, periods of activation (start and end dates/ times) of the Flex Team.
- f. Launch Readiness Standards:
  - i. **Approval on** *Say Something* **ARS related websites:** Program Lead will work with district IT personnel to make sure *Say Something* ARS domains and IP address are approved to ensure *Say Something* ARS communications, including notifications of new and updated tips, reach team members' inboxes.
  - **ii. District Team establishment:** Program Lead must identify 3-5 district-level admin to support the management of tips and follow-up.
  - iii. School Team establishment: Participating Schools must establish a team of 3-5 school-level administrators to receive and manage tips and provide follow-up and support to students.
  - iv. School Team Lead Identification: School Teams must have a Team Lead identified.
  - v. Special Team and optional Flex Team establishment: Special Team must have 1-2 district-level team members, and the Flex Team must have 3-5 school or district-level team members.
  - vi. Cell Phones in P3: All team members must have a cell phone on file in P3 for emergency contact purposes
  - vii. District email addresses in P3: All team members must provide a district, not personal email address in P3.
  - viii. Team Training: A Team is considered "trained" when at least 3 of its members have completed *Say Something* ARS Team Training; All Teams must be considered "trained."
  - ix. The Official Pre-Launch Tip Test: Prior to program launch, Teams are tested by the Crisis Center to ensure team members are being notified properly, are able to access tips in the P3 Tip Manager, and can perform basic functions within the P3 platform, a Team receives a "Pass" on the Official Pre-Launch Tip Test when at least 3 of its members respond to the test properly. Program Leads will select their Tip Test date on the Onboarding Dashboard after submitting their Student Engagement Plans. Program Leads will select their dates through the *Say Something* ARS Portal using the Dates and Deadlines Tab.
  - x. Student Engagement Plans Submission: The Program Lead must submit a plan of when they plan to train their students and how many students they'll train. Student Engagement Plans determine the program's "Go Live Date," as the program is considered officially "live" once the first group of students receive Say Something ARS



student training. The *Go-Live* Date determines when the Official Pre-Launch Tip Test is conducted. Submission of Student Engagement Plans occur annually following the program's launch, prior to the start of the new school year. As such, student training/re-training occurs annually, at a minimum.

**Note:** The following can result in delayed program launch, additional training, remediation measures, or termination.

- Repeated failure of the Official Pre-Launch Tip Test
- Unresponsive Teams/Team members who do not respond to Life Safety calls
- Out-of-date Team rosters/contact information
- Lack of student engagement/very low tip volume
- Failure to observe or undermining of Crisis Center processes and protocol, including not responding to after-hours life-safety calls
- Policies and Procedures: Tulare County Office of Education to inform SHPF on the relevant Tulare County Office of Education policies and procedures applicable to the services SHPF is providing. Tulare County Office of Education to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.
- v. <u>SAVE Club Activity and Special Event Support:</u> Tulare County Office of Education to support identified and agreed to special events at Tulare County Office of Education, within the region, and SHPF "Call to Action" Weeks.
- vi. <u>Report Backs and Data Sharing</u>: Tulare County Office of Education will report back to SHPF on the number of students to be trained per participating school or any related data within one week of training as well as provide access to data as described in APPENDIX F.
- vii. <u>Close Out / Disposition tips</u> in a timely manner: School and District Teams must close out and Disposition tips in a timely manner, or within 7 days of tip submission, providing information regarding Tip outcome, plan of action for student, and next steps.
- ix. <u>Up-to-date information in the P3 team roster</u>: All School / District Teams must maintain accurate contact information/details in the team roster, including cell phone numbers and district/school email address.
- x. <u>Indemnity:</u> Tulare County Office of Education shall defend, hold harmless and indemnify SHPF, its affiliates, and/or SHPF employees and volunteers from claims, demands, damages, or litigation brought by third parties resulting from the acts or omissions of Tulare County Office of Education.
- xi. Exhibit A-2: The activities set forth on Exhibit A-2 attached hereto and made a part hereof.

<u>3. EXHIBITS</u>. The Exhibits to this MOU are an integral part of this MOU and are specifically incorporated into this MOU. They include the obligations and rights of both parties.

4. FUNDING. SHPF generally funds its programs from a combination of public, private and governmental support.



SHPF anticipates it will be able to secure adequate funding through these sources to pay for the program for the duration of this MOU. However, SHPF reserves the right to terminate the program per the Term and Termination clause in this MOU.

<u>5. TERM AND TERMINATION</u>. The Program will begin July 01, 2025 and end on Jun 30, 2028. This MOU shall be effective from the date the last Party signs. This MOU and the Program may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. This MOU may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.

<u>6. PRIVACY POLICY AND TERMS OF USE</u>. Please refer to the SHP Privacy Policy and Terms of Use links below: <u>Privacy</u> <u>Policy</u> Terms of Use

The Privacy Policy and Terms of Use can also be found at www.sandyhookpromise.org

<u>7. CONTRACTOR.</u> While engaged in performance of this MOU, SHPF is an independent contractor and is not an officer, agent, or employee of Tulare County Office of Education. SHPF employees, volunteers and agents are not entitled to benefits of any kind to which Tulare County Office of Education's employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits.

8. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. It is the policy of Tulare County Office of Education that, in connection with all work performed under Tulare County Office of Education MOUs, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, the SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

<u>9. NON-DISCRIMINATION</u>. Tulare County Office of Education is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. Tulare County Office of Education prohibits discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

<u>10. GOVERNING LAW.</u> All matters relating to this MOU and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

11. FINGERPRINTING and BACKGROUND CHECKS. SHPF shall perform the following acts:



- A. As required by Tulare County Office of Education, SHPF shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by Tulare County Office of Education.
- B. Prohibit employees, agents and volunteers of SHPF from coming into contact with students until SHPF has conducted a background check and employment history check in accordance with all applicable state, local or federal statutes or requirements.
- C. As required, provide a list of the names of SHPF's employees, agents and volunteers who may have contact with students to Tulare County Office of Education administrator for this MOU.

12. <u>INSURANCE:</u> SHPF shall, at its sole cost and expense, maintain in full force and effect, during the term of this MOU, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHPF's fulfillment of any of its obligations under this MOU:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence
\$100,000 fire damage
\$5,000 med expenses
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$3,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering SHPF's full liability under applicable state and federal laws, as follows:

Part A – Statutory Limits

Part B – Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000

- D. Errors & Omissions (Professional Liability) coverage, as follows: \$1,000,000 per occurrence/ \$1,000,000 aggregate
- E. **Sexual Abuse and Molestation** coverage, as follows: \$1,000,000 per occurrence/\$1,000,000 aggregate

SHPF, upon execution of this MOU and periodically thereafter upon request, shall furnish Tulare County Office of Education with certificates of insurance evidencing such coverage.

13. <u>NOTICES</u>. All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this MOU will be sent by prepaid first-class mail, electronic mail, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic



mail; or when delivered, if delivered by hand.

#### To SHPF:

Title:	Chief Financial Officer
Entity:	Sandy Hook Promise Foundation
Address:	PO Box 3489, Newtown, CT 06470
Telephone:	(203) 491-2059
Email:	info@sandyhookpromise.org

To Tulare County Office of Education:

Name:	Tim A. Hire
Title:	Tulare County Superintendent of Schools
Entity:	Tulare County Office of Education
Address:	P.O. Box 5091, Visalia, California, 93278
Telephone:	(559) 733-6301 ext. 1101
Email:	tim.hire@tcoe.org

14. <u>DISPUTE RESOLUTION</u>. Should any problem or conflict arise during the course of the delivery of services under this MOU, it is understood that both parties will work with each other to accomplish an effective resolution through discussion. If discussions are unsuccessful, Parties reserve their right to enforce the terms of this MOU in any Court having jurisdiction, this being in addition to any other remedy to which the Parties are entitled at law or in equity.

15. COMPLIANCE WITH LAWS. Each Party will comply at their own expense with all applicable laws and regulations, including without limitation those of other jurisdictions that may apply concerning the protection of personal data. Tulare County Office of Education agrees and acknowledges that Tulare County Office of Education is solely responsible for obtaining any consents required under the applicable data privacy and data protection laws for information and access to information provided by Tulare County Office of Education to SHPF under this MOU. Tulare County Office of Education acknowledges and agrees that SHPF's collection and use of personal data from users of the Say Something ARS in connection with this MOU shall be governed by the SHPF Privacy Policy. as updated from time to time and posted at https://www.sandyhookpromise.org/say-something-tips/, which Privacy Policy is made a part of this MOU as if fully set forth herein.

16. <u>ENTIRE MOU/AMENDMENT</u>. This MOU, all Exhibits to this MOU, and documents incorporated by reference herein, constitute the entire agreement between the parties to the MOU and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this MOU, a described in Section 5, above. Tulare County Office of Education acknowledges and agrees that a user's access to and use of the *Say Something* ARS in connection with this MOU shall be governed by the SHPF Terms of Use, as updated from time to time and posted at <u>https://www.sandyhookpromise.org/say-something-tips/</u>, which Terms of Use is made a part of this MOU as if fully set forth herein.



Tulare County Office of Education	- SHPF-
BY (SIGN):	
	BY (SIGN):
NAME (Print):	
	NAME (Print): <u>David Conrad</u>
POSITION:	
	POSITION:Chief Financial Officer
DATE:	
	DATE:

[Signature page Say Something Anonymous Reporting System (SAY SOMETHING ARS) Memorandum of Understanding]

\*\*SEE EXHIBIT G FOR SUPERINTENDENTS' SIGNATURE PAGES\*\*



#### EXHIBIT A -1 - SAY SOMETHING ARS PROGRAM SPECIFICS

SHPF and Tulare County Office of Education agree to this agreement as follows:

SHPF will perform the following duties:

- 1. SHPF shall provide training and support of *Say Something* ARS to Tulare County Office of Education students and team members. SHPF will manage and maintain the 24/7/365 Crisis Center App and website for students, educators, administrators, and parents of Tulare County Office of Education's students to use to submit anonymous tips.
- 2. SHPF shall implement *Say Something* ARS by retaining qualified persons (Instructors), digital-download instruction and training video to provide training and technical assistance to Tulare County Office of Education.
- 3. SHPF shall manage the 24/7/365 Crisis Center and provide them with Tulare County Office of Education developed and approved team member contact information, Reporting Process and Protocols (Exhibit C) and contact list.
- 4. SHPF 24/7/365 Crisis Center will, per Tulare County Office of Education direction, triage all tip submissions prior to trafficking to Tulare County Office of Education.
- 5. SHPF 24/7/365 Crisis Center will provide crisis management to any tip submission per Tulare County Office of Education developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit B), Reporting Process and Protocols (Exhibit C), state and federal laws.
- 6. SHPF shall share and/or provide immediate, direct access to Tulare County Office of Education all information gathered using *Say Something* ARS including number of participants, schools, tip details and dispositions.
- 7. SHPF will provide prompt support of *Say Something* ARS via phone, in-person and/or email and make available prompt and reasonable online training for all types of users who may interact with the system.
- 8. SHPF shall not under any circumstances sell any *Say Something* ARS information or other data or information received or generated as a result of this agreement to any advertiser or third party. Furthermore, and except as to Tulare County Office of Education, SHPF shall always maintain the anonymity of all data and other information received in connection with the *Say Something* ARS including the identity of anyone providing a tip and the specifics of any incident responded to or averted unless otherwise demanded under state or federal law.
- 9. SHPF grants to Tulare County Office of Education a limited, non-exclusive, non-transferable, revocable subscription Say Something ARS license during the term of this MOU, solely for Tulare County Office of Education's purposes including (a) to use, perform, and digitally display Say Something ARS to access, display, search, analyze, reformat, download, and print reports of any submissions and/or results generated by the authorized use of the Say Something ARS.
- 10. SHPF will provide each user identified on Tulare County Office of Education's contact list with a unique username and password to enable such users to access *Say Something* ARS pursuant to this agreement. SHPF may alternatively provide an assigned Tulare County Office of Education Administrator with a unique username and password, which such Administrator will use to create and issue additional unique usernames and passwords for Tulare County Office of Education 's additional users. SHPF may change or update these username and passwords, with notice to Tulare County Office of Education. Each username and password may only be used to access Say Something ARS one (1) concurrent login session. SHPF reserves the right to terminate any username



and password which SHPF reasonably determines may have been used by an unauthorized third party or by any user or individual other than the user to whom such username and password was originally assigned.

- 11. SHPF will make P3 and tip processing training available to local 911 dispatch, who are alerted 24/7/365 only in the case of events requiring law enforcement intervention as described in Exhibit B. In the event that local 911 does not agree to access tips via P3, then SHPF will call local 911 dispatch and provide a verbal intake. If 911 dispatch refuses to use P3, Tulare County Office of Education acknowledges compliances with Exhibit D that SHPF assumes no liability for adverse that result because of this refusal.
- 12. Contact Us. Please contact us at the following address:

Sandy Hook Promise Foundation PO Box 3489 Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org



#### EXHIBIT A -2 - SAY SOMETHING ARS PROGRAM SPECIFICS

Tulare County Office of Education will perform the following duties:

- 1. Tulare County Office of Education to provide and update SHPF their district and school team contact list, identifying the order in which team individuals should be contacted.
- 2. Tulare County Office of Education acknowledges and agrees that only users are entitled to receive a username and password and to access the Services. Tulare County Office of Education will provide SHPF information and other assistance as necessary to enable SHPF to establish usernames for users, and Tulare County Office of Education will verify all user requests for account passwords. Tulare County Office of Education will ensure that each username and password issued to a user will be used only by that user. Tulare County Office of Education is responsible for maintaining the confidentiality of all users' usernames and passwords and is solely responsible for all activities that occur under these usernames. Tulare County Office of Education agrees (a) not to allow a third party to use its account, usernames, or passwords at any time, and (b) to promptly notify SHPF in writing of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of the obligations contained in this Section. In the event of a data breach, SHPF shall timely notify Tulare County Office of Education, take prompt and deliberate action in response to the breach, and provide all such notifications as required under law, as well as perform any other legally required functions in response to the data breach.
- 3. Tulare County Office of Education acknowledges and agrees to act upon all known *Say Something* ARS submissions in accordance with Tulare County Office of Education policies and procedures.
- 4. Tulare County Office of Education acknowledges and agrees that all trainings are SHPF's intellectual property, and they will not be shared beyond the school and district (i.e., on social media, on school website, etc.), nor will they be modified in any way without express permission from SHPF.



#### EXHIBIT B – SAY SOMETHING ARS Event Types

Below is a list of event types that Tipsters can choose from the dropdown when submitting a tip. When a Crisis Counselor receives, vets, and triages a tip, it is categorized as Life Safety or Non-Life Safety based on the criteria below.

For a tip to be designated by a Crisis Center Crisis Counselor as "Life Safety," the tip must articulate a **threat of** substantial bodily harm or death, <u>and</u> it must have *at least one* of the following characteristics:

- Actionability: enough information is available for a welfare check/intervention to immediately take place;
- **Timeliness:** reported concern is imminent, in-progress, or just happened;
- Credibility: information is clear, consistent, convincing, and supported by evidence; or
- **Probability:** subject has the means, intent, and opportunity to carry out the threat.

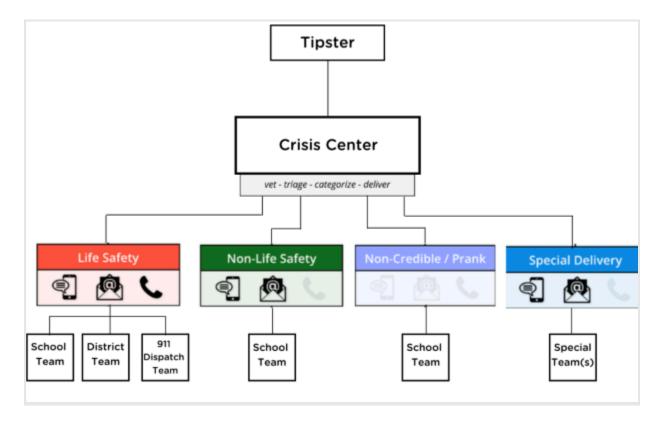
Based on their intuition and the totality of the circumstances, Crisis Counselors have the discretion to err on the side of caution and make a Life Safety designation.

## **Event Types**

Anger Issues	Physical Abuse
Animal Cruelty	Planned Fight / Assault
Bullying / Cyber Bullying	Planned School Attack
Concern about an Adult	Reckless / Dangerous Behavior
Cutting / Self-Harm	Sexual Assault / Rape
Depression / Anxiety	Sexual Exploitation / Abuse
Domestic Violence / Child Abuse	Sexual Harassment
Drug Use / Distribution	Sharing Inappropriate Photos
Eating Disorder	Social Isolation / Withdrawal
Gang Violence / Activity	Substance Abuse
Harassment / Intimidation	Suicide / Suicide Ideation
Hate Crime / Hate Speech	Theft
Hazing	Toxic / Abusive Relationship
Homeless / Runaway Student	Vandalism
Inappropriate Relationship	Verbal Abuse
Intent to Harm Someone	Weapon(s)



#### **EXHIBIT C - REPORTING PROCESS AND PROTOCOLS**



All Non-Life Safety tips are sent to School Team contacts between the hours of 6:00am and 6:00pm on weekdays (local time) daily, and between the hours of 10:00am to 6:00pm on weekends.

Contact Us. Please contact us at the following address:

Sandy Hook Promise PO Box 3489 Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org



#### EXHIBIT D - 911 Dispatch Training and P3 Use

The *Say Something* ARS model is designed to contact and involve local 911 dispatch in life-threatening situations. However, local 911 is not required to attend training or use the P3 system. SHPF will, however, make *Say Something* ARS training available to all local 911 dispatch centers and will also make available the web-based tip management system, which allows team members to:

- View real-time anonymous dialogue between tipsters and SHPF Crisis Counselors
- View any pictures, videos or evidence attached to a tip
- Dialogue with a tipster if necessary
- Access real-time updates to an evolving situation, potentially providing officer safety information

Tulare County Office of Education and SHPF agree and acknowledge that SHPF will not be held liable for any adverse outcome resulting from a local 911 dispatch's refusal to participate in training or use the Say Something-ARS model or web-based tip management system as intended.

Contact Us. Please contact us at the following address:

Sandy Hook Promise PO Box 3489 Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org



#### EXHIBIT E - Participating Schools List

N/A

Any questions or concerns should be directed to:

Company:	Sandy Hook Promise Foundation
Address:	PO Box 3489, Newtown, CT 06470
Telephone:	203-304-9780
Email:	info@sandyhookpromise.org



#### EXHIBIT F - DATA SHARING AGREEMENT

#### Memorandum of Agreement

#### By and Between Tulare County Office of Education and Sandy Hook Promise Foundation

The Sandy Hook Promise Foundation is a national nonprofit organization founded and led by several family members whose loved ones were killed at Sandy Hook Elementary School on December 14, 2012. Based in Newtown, Connecticut, our intent is to honor all victims of gun violence by turning our tragedy into a moment of transformation. By empowering youth to "know the signs" and uniting all people who value the protection of children, we can take meaningful actions in schools, homes, and communities to prevent gun violence and stop the tragic loss of life.

#### **Data Required**

The primary aim of ongoing evaluation is to extract, secure, and analyze data from the Say Something Anonymous Reporting System (Say Something ARS) for purposes of trend identification in connection with contracted research partner [Research Partner] and continual program improvement. [School Partner] will make data available as needed to SHPF:\_all raw data pertaining to tips received during the contract period. Relevant fields include, but are not limited to, type of tip; source of tip; date recorded/last action/outstanding (i.e., time until resolution); disposition; time of tip; triage rates (school vs police); other variables as identified. These data will be treated confidentially and aggregated so that no identifying data of a single individual or single school will ever be externally reported, except as outlined in processes for tip escalation in the scope of Crisis Counselor tip coordination. The Say Something ARS raw data will be merged with Sandy Hook Promise training data and publicly available from Tulare County Office of Education school/district data to create an integrated data set that will enable analysis of training and school-related factors on tip submissions. Analysis of the [Say Something ARS] data will contribute to the evidence base of anonymous reporting systems and guide decision making related to the monitoring and responding to tips. Upon completion of the evaluation objectives, the project team will report data-driven documentation to SHPF and Tulare County Office of Education of common tip profiles, which can be shared with other participating districts to manage expectations and staffing in order to meet the needs of tip subjects.

#### Agreement for Sharing of Data

This Agreement is entered into by the Tulare County Office of Education and the Sandy Hook Promise Foundation for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA"). The information will be used by researchers at the SHPF to conduct studies designed to improve *Say Something*  ARS tools and services for schools participatine in SHP's Say Something ARS program in the state of California.

FERPA-describes circumstances under which Local Educational Agencies (LEAs) and the Tulare County Office of Education are authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent. Confidential information can be disclosed to organizations as stated in section II. 2. and is destroyed per section V.

The following terms further specify the manner in which the Tulare County Office of Education agrees to share data with the Sandy Hook Promise Foundation, subject to FERPA regulations:

- I. PARTIES. The Tulare County Office of Education is a state educational authority authorized to receive information from local educational agencies ("LEAs") subject to FERPA, as authorized by 34 CFR Section 99.31. Researcher desires to conduct studies on tip data for the purpose of improving *Say Something* ARS tools and resources in California public schools. The parties wish to share data collected by the Tulare County Office of Education regarding education in California, some of which may allow the identification of individual students.
- II. COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, the Sandy Hook Promise Foundation agrees to:
  - In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and reauthorization when effective. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
  - 2. Use the data shared under this Agreement for no purpose other than research and analysis authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations which allow disclosure of personally identifiable information from students' education records in connection with Tulare County Office of Education's conducting studies to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction. The Sandy Hook Promise Foundation further agrees not to share data received under this MOA with any entity other than contracted research partner [Research Partner] without the Tulare County Office of Education approval. The Sandy Hook Promise Foundation agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of the Sandy Hook Promise Foundation for purposes of completing authorized audits of the parties.
  - 3. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. SHPF agrees to require and maintain an appropriate



confidentiality agreement from each employee, contractor or agent with access to data pursuant to this Agreement. No thing not a paragraph authorizes sharing data provided under this

Agreement with any other entity for any purpose other than completing the Sandy Hook Promise Foundation's work authorized under this Agreement.

- 4. Maintain all data obtained pursuant to this Agreement in accordance with California State Information Security Manual and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from the Sandy Hook Promise Foundation to any other institution or entity or unauthorized individual or agent.
- Not to disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. The Sandy Hook Promise Foundation may publish results of studies authorized by this Agreement.
- 6. Not to provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Sections 99.67(c), (d), or (e) of Title 34, Code of Federal Regulations.
- 7. Destroy all data and provided verification in writing of the destruction of all copies of the data obtained under this Agreement to Tulare County Office of Education 12 months following the date of publication of the final report of this project. All data no longer needed shall be destroyed or returned to the Tulare County Office of Education in compliance with 34 CFR Section 99.35(b)(2). The Sandy Hook Promise Foundation agrees to require all employees, contractors, or agents of any kind to comply with this provision.
- III. AUTHORIZED REPRESENTATIVE. The SHPF shall designate in writing (an) authorized representative(s) able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. The Sandy Hook Promise Foundation designates *the* [Research Institution] as the authorized representative of the Department's data. Tulare County Office of Education or its agents may upon request review the records required to be kept under this section.
- IV. RELATED PARTIES. The Sandy Hook Promise Foundation represents that it is authorized to bind to the terms of this agreement, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control



equipment or facilities of any kind where the data is stored, maintained or used in any way. Data may be stored on a server with additional data but may not be merged with any other data without prior written permission from Tulare County Office of Education. This Agreement takes effect only upon acceptance by authorized representatives of the Sandy Hook Promise Foundation, by which that institution agrees to abide by its terms and return or destroy all student data

covered by this MOA 12 months following the date of publication of the final report of this project.

- V. TERMS. This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until Jun 30, 2028. The parties further understand that the Tulare County Office of Education or the Sandy Hook Promise Foundation may cancel this Agreement at any time, upon reasonable notice. The Tulare County Office of Education specifically reserves the right to cancel this Agreement should the Tulare County Office of Education, determine that confidential student information has been released in a manner inconsistent with this Agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by the Tulare County Office of Education.
  - 1. The Sandy Hook Promise Foundation understands that the Agreement does not convey ownership of data to the Sandy Hook Promise Foundation.
  - 2. Tulare County Office of Education agrees to make a good faith effort to provide the most accurate and complete data possible at the time of the request. This does not imply that Tulare County Office of Education guarantees the accuracy, completeness, or currency of the data that will be provided as a result of this Agreement.
  - 3. Tulare County Office of Education data shall not be removed from the United States. Remote access to Tulare County Office of Education data from outside the continental United States is prohibited, including access by employees, contractors, subcontractors, or agents of any kind. Tulare County Office of Education data is defined as any data provided by Tulare County Office of Education, any data provided by a third party at the direction of Tulare County Office of Education, any data to which access is provided by Tulare County Office of Education, any data to which access is provided by Tulare County Office of Education and/or the results of Tulare County Office of Education source data combined with any other data.
  - 4. Sandy Hook Promise Foundation will provide Tulare County Office of Education with an electronic copy of the final versions of all reports and other documents associated with the analysis of tip data Tulare County Office of Education, as the owner of the data, reserves the right to distribute and otherwise use the final report and associated documents in its discretion, in sum or in part. The Sandy Hook Promise Foundation, or its agents working on this project, retain the right to publish findings in other publications, provided that prior notice of report is first shared with Tulare County Office of Education.
  - 5. Sandy Hook Promise Foundation has the right, consistent with scientific standards, to publish, present or use the study results gained in the course of the research



under this Agreement. In order to protect the confidentiality of previously identified confidential information disclosed to SHPR to exutive zed representative agrees to provide to Tulare County Office of Education any proposed publications or presentations which are to make public any findings, data, or results of the research under this Agreement for the Department's review at least thirty (30) days prior to submission of a manuscript or

abstract for publication or the date of the presentation. The Sandy Hook Promise Foundation agrees to delete any of Tulare County Office of Education's previously identified confidential information therefrom.



#### **EXHIBIT G – Participating Districts**

Jeffrey Cooley, Superintendent, Alpaugh Unified School District

Brandon Chiapa, Superintendent, Alta Vista Elementary School District

93027	Superintendent,	Buena	Vista E	lementary	School	District

David Shimer, Superintendent, Burton School District

Yolanda Valdez, Superintendent, Cutler - Orosi Joint Unified

Joe Hernandez, Superintendent, Dinuba Unified School District

Jaime Robles, Superintendent, Earlimart School District

Manuel Mendez, Superintendent, Farmersville Unified School District

Anne Hubbard, Superintendent, Hope Elementary School District



XXXXXXX XXXXXX, XXXXXXXX (Xp Javenile Detention Facility Court School

Sherry Martin, Superintendent, Kings River Union Elementary School District

Jose Bedolla, La Sierra Charter Military Academy

Cort Monroe, Superintendent, Liberty Elementary School District

Brian Griffin, Superintendent, Lindsay Unified School District

XXXXXX XXXXXXX, XXXXXXXXXX, Mid Country Community School

Roberto Vaca, Superintendent, Monson-Sultana Joint Union School District

Heather Pilgrim, Superintendent, Oak Valley Union School District

Phil Anderson, Superintendent, Palo Verde Union Elementary School District

Nancy Ruble, Superintendent, Pixley Elementary School District

Mark Odsather, Superintendent, Pleasant View Elementary

Nate Nelson, Superintendent, Porterville Unified School District



Caron Borba, Superintendent, Rockford Elementary School District

Courtney Castle, Superintendent, Saucelito Elementary School District

Scott Pickle, Superintendent, Sequoia Union Elementary School District

Matthew Baxter, Superintendent, Springville Union Elementary School District

Christopher Kemper, Superintendent, Stone Corral Elementary School District

Lily Shimer, Superintendent, Strathmore Union Elementary School District

Cindy Gist, Superintendent, Sundale Union Elementary School District

Steve Tsuboi, Superintendent, Sunnyside Union Elementary

Nicolas Garcia, Superintendent, Terra Bella Union Elementary School District

Donya Ball, Superintendent, The Academies Charters



Jason Porter, Superintendent, Three Rivers Union Elementary School District

Stacey Bettencourt, Superintendent, Tipton Elementary School District

Ira Porchia, Superintendent, Tulare City School District

Lucy Van Scyoc, Superintendent, Tulare Joint Union High School District

Rochelle Angley, Superintendent, University Prep High

Lori Lackey, Superintendent, Valley Life Charter

Kirk Shrum, Superintendent, Visalia Unified School District

Superintendent, Waukena Joint Union Elementary School District

Lou Saephan, Superintendent, Woodville Elementary School District



H. Scott Pickle, Ed. D. Superintendent/Principal

SUPERINTENDENT

**10.8 Williams Uniform Complaints** 

Small School, Big Heart

#### SEQUOIA UNION ELEMENTARY SCHOOL DISTRICT Quarterly Report on Williams Uniform Complaints

[Education Code 35186]

District: Sequoia Union Elementary School District

Person completing this form: Scott Pickle, Ed.D., Title: Superintendent

Quarterly Report Submission Date (*check one*):

- October 2024- Quarter Ending Sept 30
- □ January 2025- Quarter Ending Dec 31
- April 2025- Quarter Ending Mar 31
- □ July 2025- Quarter Ending June 30

Date for information to be reported publicly ar governing board meeting: **April 10, 2025** Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignments	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

#### H. Scott Pickle, Ed.D. Print Name of District Superintendent

#### Signature of District Superintendent

April 10, 2025 Date



H. Scott Pickle, Ed. D. Superintendent/Principal

SUPERINTENDENT

10.9 Strategic Plan Review (Presentation)

Small School, Big Heart



SUPERINTENDENT

10.10 2025-26 Budget and LCAP planning Memo



Committed to Students, Support & Service

## Tim A. Hire

County Superintendent of Schools

P.O. Box 5091 Visalia, California 93278-5091

(559) 733-6300 tcoe.org

Administration (559) 733-6301 fax (559) 627-5219

Business Services (559) 733-6474 fax (559) 737-4378

Human Resources (559) 733-6306 fax (559) 627-4670

Instructional Services (559) 302-3633 fax (559) 739-0310

**Special Services** (559) 730-2910 fax (559) 730-2511

Main Locations

Administration Building & Conference Center 6200 S. Mooney Blvd. Visalia

**Doe Avenue Complex** 7000 Doe Ave. Visalia

Liberty Center/ Planetarium & Science Center 11535 Ave. 264 Visalia February 14, 2025

To: Superintendents and Business Managers

From: Fernie Marroquin, Assistant Superintendent Business Services Free

Subject: Upcoming Public Hearing/Meeting Requirements - Budget, LCAP & EPA

300	LCAP	BUDGET	EPA
	2 meetings on separate	2 meetings on separate dates	1 meeting:
tion	dates required:	required:	
301	1. The LCAP Hearing is a	1. The Budget Hearing is a	
7-5219	public hearing to solicit	public hearing held at least	
ervices	public recommendations	3 working days following	
474	and comments held at	availability of the proposed	
7-4378	least 3 working days	budget for public inspection.	
	following availability of	The Budget Hearing is held	
ources	the proposed LCAP or	at the same time as the	
306	annual update to the	LCAP <sup>®</sup> Hearing.	
7-4670	LCAP for public	Lorn noming.	
al Services	inspection. The LCAP		
633	hearing must be held at		
9-0310	the same meeting as the		
	Budget Hearing.		
vices		*Important Note: The	
910		budget hearing must include	
0-2511		a statement of the reasons	
ions		that substantiate the need for	
		assigned and unassigned	
tion		ending fund balances in	
Conference		excess of the minimum	
oney Blvd.		reserve standard for	
JIIEY DIVU.		economic uncertainties.	
e Complex	2. LCAP Adoption is	2. Budget Adoption is done	1. EPA Approval is done
ve.	done at a <b>public</b> <u>meeting</u>	at a <b>public <u>meeting</u></b> to adopt	at a <b>public <u>meeting</u></b> to
	to adopt the LCAP or	the proposed budget. The	approve the spending
iter/	annual update to the	budget cannot be adopted	plan. The EPA should be
n &	LCAP. The LCAP	until the	approved at the time of
nter	Adoption must be at the	<sup>®</sup> LCAP is adopted.	The Budget Adoption.
264	same meeting as the		
	Budget Adoption. 🖙		
	20		Page 1 of 3

# 2025-2026 LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

A governing board of a school district shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan. The agenda for the public hearing shall be posted at least 72 hours before the public hearing and shall include the location where the local control and accountability plan or annual update to the local control and accountability plan or annual update to the local control and accountability plan or annual update to the local control and accountability plan will be available for public inspection. The public hearing shall be held at the same meeting as the public hearing required by paragraph (1) of subdivision (a) of Section 42127.

**LCAP Public Hearing:** Pursuant to Education Code section 52062(b)(1), governing boards must hold at least one public hearing to solicit the recommendations and comments from the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update to the LCAP. This public hearing shall be held at the same meeting as the budget hearing required by Education Code section 42127(a)(1). The agenda for the public hearing shall be posted at least 72 hours before the public hearing and shall include the location where the local control and accountability plan or annual update to the local control and accountability plan will be available for public inspection.

**LCAP Adoption:** The governing board shall adopt the LCAP or annual update to the LCAP in a public meeting. The LCAP adoption meeting must be held after, but not on the same day as the public hearing(s) to solicit recommendations/comments from the public. Also note, the LCAP or the annual update to the LCAP must be adopted preceding the budget adoption at the same governing board meeting.

# 2025-2026 BUDGET HEARING/ADOPTION

**NOTE: YOU MUST HOLD A PUBLIC HEARING ON THE PROPOSED BUDGET AND ADOPT IT AT A SEPARATE MEETING ON A DIFFERENT DATE.** The budget must be adopted **BY JULY 1**. The budget hearing must include a statement of the reasons that substantiate the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties pursuant to Education Code Section 42127(a)(2)(B).

Education Code Section 42103 requires the County Superintendent to publish a notice of public inspection and hearing, including the date, time, and place of the inspection and public hearing for the proposed budget. TCOE will publish this notice in a newspaper of your choice within Tulare County, between 45 and 10 days before the hearing.

Enclosed is a **Budget Hearing Planning Form** for scheduling the 2025-2026 public hearing and arranging for TCOE to publish the notice of public hearing. The form is also posted on our website at: https://business-services.tcoe.org/home (Username: siteuser@tcoe.org Password: password) Click "Forms" on the left side.

To meet newspaper notice requirements, set the budget hearing date for May or June during your April meeting. Please present this form to your board, complete it, and return it to TCOE Business, Attn: Vanessa Cantu by **APRIL 11, 2025**. If you have any questions about this schedule, please contact Vanessa at 559-733-6312 or vanessa.cantu@tcoe.org. Thank you for your assistance.

# 2025-2026 Education Protection Account Fund (EPA)

The governing board must make the spending determination regarding the Education Protection Account (EPA) Funding in open session during a public meeting of the governing board. The EPA spending plan should be approved by the board at the time the budget for each year is adopted. California Constitution, Article XIII, Section 36 (Proposition 30)

FM/vc Enclosure

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SUPERINTENDENT

10.11 2025-26 Budget Hearing Planning Form

# 2025-2026 Budget Hearing Planning Form

# Name of District: SEQUOIA UNION ELEMENTARY SCHOOL DISTRICT

Education Code 42103 requires each school district governing board to hold a public hearing on the proposed budget. The proposed budget must be available for public inspection **at least three** working days before the date of the public hearing.

	A. Public Hearing Information
Date of Public Hearing:	June 12, 100 [a.m. ] 2025 Time: [:00 [a.m. ] p.m.
Address:	
Location:	
	(specify room #, board room, library etc.) – Provide Zoom Info, if applicable
	The date you provide on the line below must be at least 3 <b>working</b> days prior to the public hearing date you entered above ( <b>do not</b> count the date of the public hearing or Saturdays/Sundays when calculating this date.)
Date budget will be available for inspection:	June 27, 2025
Location of Inspection and Website:	$\mathcal{D}_{\mathcal{O}}$
TT COSTCI	(specify district office, business office or other location, room # etc. and website to access budget online)
L	

The governing board shall prepare and adopt a budget, in accordance with Education Code 42126 and 42127.

0 0		B. Budget Adoption Information
	(m)	The date you provide on the line below must be different from the date of
	qui	the public hearing in Section A above.
Date budget will be adopted by the Board:		June 24
The budget must be a	dopte	d on a different date, at a separate public meeting, than the public hearing.

The County Superintendent of Schools shall publish the date and location at which the proposed budget may be inspected by the public as well as the date, time, and location of the public hearing of the proposed budget.

C. Newspaper Selection*									
	Mid-Valley Times (formerly Dinuba Sentinel) Foothills Sun-Gazette	. 🗌	Tulare Advance-Register Visalia Times-Delta						
	Porterville Recorder								
* Please note y	ou must select one of the newspapers above bec		ey are the only newspapers of						

general circulation in the county that meet the requirements of Education Code 42103. We will happily publish in other newspapers in addition to one listed above, but there will be additional costs to the district to do so.

Other – Please specify:



BUSINESS

12.1 Audit Finding 2024-001

# **UNRESOLVED AUDIT FINDING – 2023-24**

**Board Approved Plan of Correction** 

School District Name: Sequioa Union Elementary School District

Superintendent's Signature:	Date:
Contact Person: Gladys Ramirez	Telephone: (533) 569-2109
Location in Audit Report – 2023-24 Pg. 67	

## DESCRIPTION OF AUDIT FINDING: 2024-001

During testing of the Second Period and Annual attendance reporting, the auditor noted that the District underreported the ADA amount to the CDE for both P-2 and Annual reporting periods. The Charter underreported the P-2 ADA and overreported the Annual reporting period. The error occurred because the District and Charter reported ADA for only month 8 instead of the cumulative ADA from Months 1–8:

District Second Period Attendance Report

• The District reported 31.60 ADA instead of the correct total of 31.92 ADA resulting in a total net understatement of 0.32 ADA. These ADA differences were for grade 8 reporting, resulting in an understatement to grades 7-8 grade-span category.

Charter Second Period Attendance Report

• The Charter reported 323.90 ADA Instead of the correct 326.13 ADA resulting in a total net understatement of 2.23 ADA. The effect per grade-span was an understatement of 0.62 ADA for K-3, a 0.66 understatement in Grades 4-6, and a 0.95 understatement in Grade 7-8 reporting.

Additionally, the auditor noted that the Charter also reported only Month 8 ADA instead of cumulative Months 1–8 data.

District Annual Attendance Report

• The District reported 30.79 ADA instead of the correct total of 31.47 ADA resulting in a total net understatement of 0.68 ADA. These ADA differences were for grade 8 reporting, resulting in an understatement to grades 7-8 grade-span category.

Charter Annual Attendance Report

• The Charter reported 329.21 ADA Instead of the correct 325.94 ADA resulting in a total net overstatement of 3.26 ADA. The effect per grade-span was an understatement of 4.09 ADA for K-3, a 0.34 understatement in Grades 4-6, and a 0.49 understatement in Grade 7-8 reporting.

## CORRECTIVE PLAN OF ACTION:

(Please be specific. E.C. 41020(g)(B)(2) reads in part "The descriptions of specific actions to be taken or that have been taken shall not solely consist of general comments such as "will implement," "accepted the recommendation," or "will discuss at a later date." You may use the same wording as what your audit finding states as long as it is descriptive enough.)

Please complete this form and return with the amended P-2 and Annual Reports. Please contact Christina Loya for instructions on how to complete the report, if needed.

# Audit Finding Corrective Plan of Action | 2023/24

DISTRICT: Sequoia Union Elementary School District

FINDING CATEGORY: ATTENDANCE REPORTING

AUDIT FINDING NUMBER: 2024-001 LOCATION IN AUDIT REPORT: Page 67

### **CORRECTIVE PLAN OF ACTION:**

This is currently pending. The District is waiting for CDE to open up the window to make corrections and amend P2 and the Annual attendance reporting.

The district will have more than one person reviewing the attendance reports. Additionally, the district will ensure that all applicable months are included in the reporting.



BUSINESS

12.2 Audit Finding 2024-002

# **UNRESOLVED AUDIT FINDING – 2023-24**

**Board Approved Plan of Correction** 

School District Name: Sequioa Union Elementary School District

Superintendent's Signature:	Date:
Contact Person: Gladys Ramine	2
Location in Audit Report – 2023-24 Pg. 68	3

## DESCRIPTION OF AUDIT FINDING: 2024-002

In the 2023-24 fiscal year, Sequoia Union Elementary School District did not meet the minimum percentage requirement of 60%. Sequoia Union Elementary School District only spent 53.16% on classroom teacher salaries in the 2023-24 fiscal year.

## CORRECTIVE PLAN OF ACTION:

(Please be specific. E.C. 41020(g)(B)(2) reads in part "The descriptions of specific actions to be taken or that have been taken shall not solely consist of general comments such as "will implement," "accepted the recommendation," or "will discuss at a later date." You may use the same wording as what your audit finding states as long as it is descriptive enough.)

Audit Response Accepted – Please <u>complete this form and</u> <u>return to our office</u>. We have copies of the CEA documentation and will include a copy along with this form for our required backup documentation.

# Audit Finding Corrective Plan of Action | 2023/24

**DISTRICT**: Sequoia Union Elementary School District

FINDING CATEGORY: CLASSROOM TEACHER SALAIRES

AUDIT FINDING NUMBER: 2024-002 LOCATION IN AUDIT REPORT: Page 68

### **CORRECTIVE PLAN OF ACTION:**

The District Management team will work diligently and use necessary internal controls to comply with Education Code section 41372's requirement for expenditures related to classroom teacher salaries. This requirement requires the District to meet or exceed 60% of the total education expense in the General Fund. However, if, despite our best efforts, we cannot meet or exceed 60% in the near term, the District will notify the board and apply for an exemption waiver from the Tulare County Office of Education to avoid any negative financial impact.

The District was not in compliance due to one-time funding. The District will monitor salaries and benefits when one -time funding is spent to ensure that we meet the required classroom teacher salaries percentage. The District recently submitted a waiver to the county office of education for the 2023-24 fiscal year.



BUSINESS

**12.3** Christy White 3 Year Agreement

# **INDEPENDENT AUDITOR SELECTION FORM – 2024-2025** (For the financial and compliance audit for the year ending June 30, 2025)

	1	0
School Distric	Cequinic Union School	1 District
Audit Firm	Sequera Union Schoe Christy White	
Lead Audit P	artner*	
Audit Firm Address	348 Olive Street	
Audit Firm City /Zip	<u>348 Olive Street</u> <u>Audit Fir</u> <u>Phone No.</u>	
the lead audit	Code section $41020(f)(2) - it$ is unlawful for a public accost partner, or coordinating audit partner, having primary responsible for reviewing the audit, has performed audit service	sponsibility for the audit, or the audit
Check the box	that applies to your district's audit agreement:	
□ <b>Thi</b> lett	<b>s is a <u>single</u> year agreement.</b> Attach a copy of ther.	he agreement or engagement
AG	s is a <u>multi-year</u> agreement - THE <u>24-75</u> YEA GREEMENT. Attach a copy of the agreement if reement.	AR OF A 25-26-YEAR 26-27 this is the 1 <sup>st</sup> year of a multi-year
for the aud	<b>2024-2025 Audit Fee</b> lit of the year ending June 30, 2025	
Date:	By:	Designee Signature

\*\*<u>DO NOT</u> complete this section if your district has entered into an agreement with an audit firm\*\* Complete this section <u>only if your district is requesting</u> Tulare County Office of Education to provide for your

School District HEREBY REQUESTS the County Superintendent of Schools to provide for a financial and compliance audit for fiscal year 2024-2025.

Date:

audit.

Clerk of the Board

• /



March 5, 2025

Governing Board and Management Seguoia Union Elementary School District 23958 Avenue 324 Lemon Cove, CA 93244

We are pleased to confirm our understanding of the services we are to provide for Sequoia Union Elementary School District the fiscal years ending June 30, 2025, 2026 and 2027.

#### Audit Scope

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Sequoia Union Elementary School District as of and for the fiscal years ending June 30, 2025, 2026 and 2027. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Seguoia Union Elementary School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Sequoia Union Elementary School District 's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion & Analysis
- 2. Budgetary Comparison Schedule
- 3. Schedules of District's Proportionate Share of Net Pension Liability
- 4. Schedules of District Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Sequoia Union Elementary School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1. Schedule of expenditures of federal awards (if Uniform Guidance applies\*).
- 2. Other schedules and/or information as required by the State Controller's Office.

\*A Federal Single Audit under Uniform Guidance is applicable in any year that Sequoia Union Elementary School District expends more than the Single Audit Threshold in Federal funds. 0:619-270-8222 348 Olive Street

San Diego, CA 92103

F: 619-260-9085 christywhite.com

### Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), if applicable.
- An opinion (or disclaimer of opinion) on the District's compliance with the types of compliance requirements described in the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations,* section 19810.

### Auditor's Responsibilities

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance (if applicable), and the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention.

We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for a reasonable period of time.

### Audit Procedures – Internal Controls

We will obtain an understanding of the school district and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Sequoia Union Elementary School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

When applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Sequoia Union Elementary School District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Sequoia Union Elementary School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Sequoia Union Elementary School District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### Management Responsibilities

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (if applicable); (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, when required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance (if applicable). You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards. Your responsibilities the schedule of expenditures of federal awards in accordance (if applicable); (2) you believe the schedule of expenditures of federal awards in accordance (if applicable); (2) you believe the schedule of expenditures of federal awards in accordance with the Uniform Guidance (if applicable); (2) you believe the schedule of expenditures of federal awards in accordance with the Uniform Guidance (if applicable); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Board of Sequoia Union Elementary School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. If issued, the Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Christy White, Inc, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

### Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide an electronic and up to ten copies of our reports to the school district; however, management is responsible for distribution of the reports and the financial statements. We will file the report with the Office of the State Controller, California Department of Education, and the Tulare County Office of Education by the published deadline. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

By your signature below, you acknowledge the audit documentation for this engagement is the property of Christy White, Inc and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Controller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White, Inc personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Christy White, Inc does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Christy White, Inc does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

We expect to begin our audit as soon as possible and to issue our reports by the published deadline. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>		
Annual Audit Fees*	\$ 16,100	\$ 16,905	\$ 17,750		

\*If a Federal Single Audit under OMB Uniform Guidance (UG) becomes applicable during any given year, an additional \$4,000 will be added to the annual audit fee.

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing Standards* or the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the Sequoia Union Elementary School District during the period under this agreement, shall be in addition to the above maximum fee.

Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing and/or planning, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2025, and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2027 may be secured on a year-by-year basis, subject to the agreement of the District and the auditor.

Professional standards require us to be independent with respect to the company. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White, Inc has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to the Sequoia Union Elementary School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Christy White Buck

Christy White Brook, CPA, CFE President Christy White, Inc

RESPONSE: This letter correctly sets forth the understanding of Sequoia Union Elementary School District.

y ledy De

Bladys Ramirez (Mar 7, 2025 07:50 PST) Signature **Business Manager** 

03/07/2025 Date

Title



BUSINESS

12.4 Transportation Plan 25-26

### Sequoia Union Elementary School District Transportation Plan 2025-26

#### **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 39800); Matriculated or enrolled adults traveling to and from school, or adults for educational purposes other than to and from school (Ed. Code 39801.5).

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 educatoin 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 plan. The Superintedent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation services specified in a student sIEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

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 <u>required</u> 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 Estimated 2024-25 Transportation Expenses (Function 3600) Less Estimated Capital Outlay (object 6XXX, Function 3600) Less Estimated Nonagency Expenditures (Goal 7110,7150, Function 3600) Estimated 60% Reimbursement Less Estimated 2025-26 Transportation add-on (from LCFF Calculator)	228,886.00 - - 137,331.60 83,978.00
Total Revenue (Object 8590, Resource 0000)	53,353.60
Expenditures and Other Financing Uses (Estimates) 2000-2999 - Classified Salaries 3000-3999 - Employee Benefits 4000-4999 - Books and Supplies 5000-5999 - Services and other Operating Expenditures 6000-6999 - Capital Outlay 7000-7999 - Other Outgo	99,587.00 50,709.00 - 78,590.00 - - -
Total Expenditures	228,886.00
Board Approval Date: (must be on or before April 1, 2025)	

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



BUSINESS

12.5 Business Report

# Sequoia Union Elementary School District

**BUSIINESS REPORT** 

April 10, 2025

March Attendance	
District	355
Charter	42
Total	397
March Payroll	
Mid-Month	\$9,700.86
End of Month	\$253,729.94
Total	\$263,430.80
March Vendor Payments	
March 6	\$79,526.79
March 13	\$29,678.68
March 27	\$71,344.29
Total	\$180,549.76



## Attendance Summary By Grade

### Sequoia Union Elementary School

03/17/2025 to 04/11/2025 = 20 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Attd	ADA	ADA %
8	43	0	0	1	42	860	0	5	29.00	826.00	41.30	96.61%
Subtotal	43	0	0	1	42	860	0	5	29.00	826.00	41.30	96.61%
Grand Total	43	0	0	1	42	860	0	5	29.00	826.00	41.30	<b>96.61%</b>

To the best of my knowledge, the above attendance information is correct.

Signed White the Signed Date 417125

#### **Report Calculations**

(( Carry Fwd + Gain - Mult. Gain ) X School Days ) = Actual Days

Actual Days - ( Off Track + Days N/E + Days Absent ) = Days Attd

[ Days Attd / (Actual Days - Off Track - Days N/E )] X 100 =

ADA%

.

[Note: Multiple gains are for students that entered more than one time during the report time span.

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Attd	ADA	ADA %
-1	29	0	0	0	29	580	0	0	22.00	498.00	24.90	85.86%
0	36	1	0	0	37	740	0	11	34.00	675.00	33.75	92.59%
Subtotal	65	1	0	0	66	1320	0	11	56.00	1173.00	58.65	89.61%
1	41	0	0	0	41	820	0	0	40.00	760.00	38.00	92.68%
2	43	1	0	0	44	880	0	11	32.00	837.00	41.85	96.32%
3	34	0	0	0	34	680	0	0	31.00	649.00	32.45	95.44%
Subtotal	118	1	0	0	119	2380	0	11	103.00	2246.00	112.30	<b>94.81%</b>
4	43	1	0	0	44	880	0	5	28.00	847.00	42.35	96.80%
5	45	0	0	0	45	900	0	0	24.00	876.00	43.80	97.33%
6	34	1	0	0	35	700	0	11	20.00	669.00	33.45	97.10%
Subtotal	122	2	0	0	124	2480	0	16	72.00	2392.00	119.60	<b>97.08</b> %
7	46	0	0	0	46	920	0	0	64.00	856.00	42.80	93.04%
Subtotal	46	0	0	0	46	920	0	0	64.00	856.00	42.80	93.04%
Grand Total	351	4	0	0	355	7100	0	38	295.00	6667.00	333.35	94.41%

### Sequoia Union Charter School

03/17/2025 to 04/11/2025 = 20 school days

To the best of my knowledge, the above attendance information is correct. Signed Journal Date 417125

### **Report Calculations**

(( Carry Fwd + Gain - Mult. Gain ) X School Days ) = Actual Days

Actual Days - ( Off Track + Days N/E + Days Absent ) = Days Attd

[ Days Attd / (Actual Days - Off Track - Days N/E )] X 100 =

ADA%

[Note: Multiple gains are for students that entered more than one time during the report time span.

TimeSheet Mid Month - 3/14/2025 6:50:00PM Payroll Status FINALIZED CLASSIFIED **CLASSIFIED PAYROLL PRELIST AUDIT TOTALS REGULAR FUNDED:** 8 SUI=1 **RECEIVING CHECKS:** 2 SUI=2 FEDERAL FUNDED: 0 STARTING APD CHECKING NEXT MONTH: 0 6 APD TO CHECKING: 0 CETA FUNDED: 0 SUI=3 STARTING APD SAVING NEXT MONTH: 0 APD TO SAVING: NON-SUI: 0 SUI=0 TOTAL GETTING PAID: 8 **PAYROLL TOTALS Total Gross Hourly and Daily Gross** Hourly Gross **Monthly Gross Daily Gross** NML 2,072.52 2,009.46 NML 1,025.00 NML NML 984.46 63.06 NML 2,000.00 COA 2,000.00 1,025.00 COA 63.06 2,000.00 Total COA Total 4,009.46 4,072.52 Total 2,984.46 Total Total **OVERTIME TOTALS** OT 644.28 OT 644.28 644.28 OT Total 644.28 644.28 Total Total 644.28 2,644.28 2,644.28 2,000.00 644.28 0.00 NON-NML Total: 4,653.74 4,716.80 2,984.46 1,669.28 63.06 Total: 0.00 WORK COMP: DOCKS: DEFERRED PAID: 0.00 TAX ADJ: 0.00 0.00 DEFERRED HELD: 0.00

District: 42 - Sequoia Union Elementary School District

## PAYROLL PRELIST

3/12/2025

Page 6 of 7

3/12/2025

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## **PAYROLL PRELIST**

District: 42 - Sequoia Union Elementary School District TimeSheet Mid Month - 3/14/2025 6:50:00PM

Payroll Status

FINALIZED

STRICT PAYROLL PREL	IST AUDIT TOTALS								
RECEIV	ING CHECKS: 7						REGULAR FUNDED:	16 SUI=1	
APD TO	O CHECKING: 9		STARTING A	APD CHECKING NEXT	MONTH: 0		FEDERAL FUNDED:	0 SUI=2	
APD	TO SAVING: 0		STARTIN	IG APD SAVING NEXT	MONTH: 0		CETA FUNDED:	0 SUI=3	}
TOTAL GE	TTING PAID: 16						NON-SUI:	0 SUI=0	)
				PAYROLL TO	DTALS				
	Monthly Gross		Daily Gross		Hourly Gross		Hourly and Daily Gross		Fotal Gross
NML	1,471.11	NML	2,40 <b>0.4</b> 7	NML	1,025.00	NML	3,425.47	NML	4,896.58
BON	660.00	COA	3,500.00	Total	1,025.00	COA	3,500.00	BON	660.00
Total	2,131.11	Total	5,900.47			Total	6,925.47	COA	3,500.00
								Total	9,056.58
				OVERTIME T	OTALS				
				от	644.28	от	644.28	от	644.28
				Total	644.28	Total	644.28	Total	644.28
NON-NML Total:	660.00		3,500.00		644.28		4,144.28		4,804.2
Total:	2,131.11		5,900.47		1,669.28		7,569.75		9,700.86
DOCKS:	0.00	DEFERRED HELD:	54.98	DEFERRED PA	ID: 0.00		TAX ADJ: 0.00	WORK CO	MP: 0.00

The School District hereby orders that payment be made to the employees listed in the above Payroll Final. The detail listing of such employees is available on the payroll system. The County Office Of Education is also ordered to transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

3/12/25 Authorized Signature Date

			<b>Regular</b>		Payroll <u>Status</u> FINALIZED				
CLASSIFIED	PAYROLL PRELIST AUDIT	OTALS							
	RECEIVING CHECKS:	6				REGULAR FUNDED	: 20	SUI=1	
	APD TO CHECKING:	14	STARTING APD	CHECKING NEXT MONTH:	1	FEDERAL FUNDED	: 0	SUI=2	
	APD TO SAVING:	0	STARTING A	PD SAVING NEXT MONTH:	0	CETA FUNDED	: 0	SUI=3	
	TOTAL GETTING PAID:	20	PAY	ROLL TOTALS		NON-SUI	: 0	SUI=0	
	Monthly Gross							Total Gro	DSS
NML	72,699.75		1				NML		72,699.75
LNG	1,178.00						LNG		1,178.00
Total	73,877.75						Total		73,877.75
			OVE	ERTIME TOTALS					
		G							
			1						
				l		l			
			0.00		5				
NON-NML 1 T	Total:         1,178.00           otal:         73,877.75		0.00 D.00	0.00 0.00		0.00 0.00			1,178.00 73,877.75
DC	DCKS: 0.00	DEFERRED HELD:	1,939.42	DEFERRED PAID:	<b>0.00</b>	FAX ADJ: 0.00	WORK C	OMP:	0.00

12

(2)

### PAYROLL PRELIST

3/25/2025

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3/25/2025

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## **PAYROLL PRELIST**

District: 42 - Sequoia Union Elementary School District

Regular Payroll - 3/31/2025 6:50:00PM

Payroll Status

FINALIZED

DISTRICT PAYROLL	PRELIST AUDIT TOTALS								
RE	ECEIVING CHECKS: 7						LAR FUNDED:	44	SUI=1
A	NPD TO CHECKING: 36		STARTING AF	D CHECKING NEXT MONTH:	2	= FEDEF	RAL FUNDED:	0	SUI=2
	APD TO SAVING: 1		STARTING	APD SAVING NEXT MONTH:	0	CE	ETA FUNDED:	0	SUI=3
TOT	AL GETTING PAID: 44			PAYROLL TOTALS			NON-SUI:	0	SUI=0
				PATROLE TOTALS			3		
	Monthly Gross								Total Gross
NML	249,978.07							NML	249,978.07
LNG	1,178.00							LNG	1,178.00
SPL	2,239.31							SPL	2,239.31
UGD	334.56							UGD	334.56
Total	253,729.94							Total	253,729.94
				OVERTIME TOTALS					
					1			t –	
NON-NML Total	: 3,751.87		0.00		0.00		0.00		3,751.87
Total:			0.00		0.00		0.00		253,729.94
DOCKS	: 2,862.82 I	DEFERRED HELD:	11,792.28	DEFERRED PAID:	0.00	TAX ADJ:	0.00	WOR	K COMP: 0.00

The School District hereby orders that payment be made to the employees listed in the above Payroll Final. The detail listing of such employees is available on the payroll system. The County Office Of Education is also ordered to transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

3 25 25 Date Authorized Signature

42 Sequoia Union Elementary School Dis Accou				fice of Education .ist - 3/6/2025 2:43	3/6/2025 2:43:05PM <b>3:05PM</b>	Page 1 or APY500	
			5			*** FINAL	***
	Reference	Invoice		Separate		Batch No 3	398 Audit
Vendor No Vendor Name	Number Date PO # Invoice No Check Account Code					Amount	
	Batch No	398			Total Accounts Payable:	\$79,526.79	2
			vendors in the amounts totaling 79,526.79 and t from the indicated funds	by orders that payment be made indicated on the preceding Acco he County Office of Education tr s of the district to the Check Clea om a single revolving fund (Educ	unts Payable Final ansfer the amounts aring Fund in order that		

42634).

3/10/25 Ky-Authorizing Date Signature

Fund Summary	Total
010	\$61,030.09
090	\$9,185.17
130	\$5,354.77
351	\$3,956.76
Total	\$79,526.79

				HALE COUNTY VINCE OF FOULATION			7:43:5UAM	Page 1 of 1 APY500		
								*** FINAL	***	
								Batch No 3	399	
		Reference	Invoice			Separate			Audit	
Vendor No	Vendor Name	Number	Date	PO #	Invoice No	Check Accoun	nt Code	Amount	Flag	EFT
		Batch No	o 399				Total Accounts Payable:	\$29,678.68		
		The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 29,678.68 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).								
				Auth	horizing Signature	Whr Prs	3 13 25 Date			

Fund Summary	Total
010	\$3,253.21
090	\$12,043.79
130	\$7,259.18
350	\$7,122.50
Total	\$29,678.68

### 42 Sequoia Union Elementary School Dis

# Tulare County Office of Education

3/27/2025 11:38:56AM Page 1 of 1 APY500

## Accounts Payable Final PreList - 3/27/2025 11:38:56AM

\*\*\* FINAL \*\*\*

Reference     Invoice     Separate     Audit       Vendor No     Vendor Name     Number     Date     PO # Invoice No     Check     Account Code     Amount     Flag     EFI       Batch No 400     Batch No 400     Total Accounts Payable:     \$71,344.29									
			Batch No	o <b>400</b>			Total Accounts Payable:	\$71,344.29	
Reference Invoice Separate Audit	Vendor No	Vendor Name	Number	Date	PO #	Invoice No	Check Account Code	Amount	Flag EF
			Reference	Invoice			Separate		

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 71,344.29 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

3/2-Authorizing

Fund Summary	Total
010	\$4,545.98
090	\$32,877.72
130	\$8,968.71
351	\$24,951.88
Total	\$71,344.29



AG Farm Update

14.1 Presentation



**CONSENT AGENDA** 

15.1 Approve the Minutes of the Special Board Meeting 1-23-2025



# MINUTES - SEQUOIA UNION BOARD OF TRUSTEES SPECIAL BOARD MEETING

#### **Thursday, January 23, 2025** 6:00pm

## AGENDA

# **ATTENDANCE**

Board Members <i>Present</i>	Cody Bogan, Board President Jon Cotta, Board Member Lane Anderson, Board Clerk
Board Members Absent	Greg Dunn, Board Member Melissa Myers, Board Member

Staff Members *Present* Scott Pickle, Superintendent

## **OPENING BUSINESS**

#### 1. CALL TO ORDER

Special Board meeting on January 23, 2025 was called to order at 6:01 pm by President, Cody Bogan. All Board members were present in the Gymnasium at Sequoia Union Elementary, 23958 Ave 324, Lemon Cove, CA 93244.

#### 2. FLAG SALUTE

Board President, Cody Bogan led the flag salute.

**3. APPROVAL OF AGENDA** with amendment, Cody Bogan asked for a motion to approve the agenda
 *Motion by Trustee, Jon Cotta, seconded by Trustee Lane Anderson, to approve of the agenda Motion carried 3-0. Vote: Ayes: Jon Cotta, Cody Bogan and Lane Anderson*



Noes: None

#### 4. COMMENTS FROM THE PUBLIC

Board President, Cody Bogan opened up for public comments. No public comments. Dr. Pickle reported no on online comment.

#### 5. STUDENT/STAFF ACKNOWLEDGEMENT

#### 6. CORRESPONDENCE

6.1 School Board Appreciation Dinner – Tulare-Kings Dr. Pickle let the Board Members know that the School Board Appreciation Dinner will be on Tuesday March 4, 2025 at Hilton Garden Inn in Visalia. They must register online to attend

#### 7. PUBLIC HEARING

#### 8. ACTION ITEMS

#### 9. DISCUSSION & REPORTS

#### **10. CONSTRUCTION/MODERNIZATION ITEMS**

#### **11. SUPERINTENDENT**

11.1 Field Trips
3-19-25 - 4<sup>th</sup> Grade - Exeter Historical Museum
5-16-25 - 3<sup>rd</sup> Grade - Adventure Park, Visalia
Motion by Trustee, Jon Cotta seconded by Trustee Lane Anderson, to approve
Field Trips
3-19-25 - 4<sup>th</sup> Grade - Exeter Historical Museum
5-16-25 - 3<sup>rd</sup> Grade - Adventure Park, Visalia
Motion carried 3-0.
Vote:
Ayes: Jon Cotta, Cody Bogan and Lane Anderson
Noes: None

**11.2** Financing Private Placement (Amortization Schedule): The Board had a discussion of cost of financing at the 5 year mark



**11.3** Resolution Declaring Intention to Reimbursement Expenditures *Motion by Trustee, Lane Anderson seconded by Trustee Jon Cotta, to Approve Resolution Declaring Intention to Reimbursement Expenditures, Motion carried 4-0. Vote: Ayes: Jon Cotta, Cody Bogan and Lane Anderson Noes: None* 

### **12. HUMAN RESOURCES**

### **13.BUSINESS**

### 14. MAINTENANCE, OPERATIONS AND GROUNDS

14.1 Update:

Dr. Pickle updated the board that the Grant from San Joaquin Valley Pollution district has been approved. We will be ordering 2 electric vehicles.

#### **15. CONSENT AGENDA**

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Agenda. It is understood that the Administration recommends approval on all Consent Items. Each item on the Consent Agenda approved by the members of the Governing Board shall be deemed to have been considered in full and adopted as recommended.

**15.1** Approve the Minutes of the Regular Board Meeting 1-9-25 *Motion by Trustee, Lane Anderson seconded by Trustee Jon Cotta, to* table the Minutes of the Regular Board Meeting 1-9-25, *Motion carried 3-0. Vote: Ayes: Jon Cotta, Cody Bogan and Lane Anderson Noes: None* 

### **16. ORGANIZATION BUSINESS**

**16.1** Consideration of Agenda Items the Board Wishes to Discuss in Future Meetings:



Lane Anderson would like to look into getting a concrete estimate to explore options on sidewalks

# 17. BOARD CALENDAR

## **18. CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (GC 54956.9) Initiation of Litigation Pursuant to paragraph (4) of subdivision (d) of section 54956.9 of the Government Code (Deciding Whether to Initiate Litigation): 2 potential cases A.PERSONNEL

1. Public Employee Discipline/Dismissal/Release (Certificated) (GC 54947)

# **19. OPEN SESSION: OTHER ACTION ITEMS**

*Motion by Trustee, Lane Anderson seconded by Trustee Jon Cotta, to* give direction to Superintendent Dr. Scott Pickle to work on the boards behalf to rectify funding and Mangini situations *Motion carried 3-0. Vote:* 

Ayes: Jon Cotta, Cody Bogan and Lane Anderson Noes: None

## 20. ADJORNMENT

Meeting adjourned at 7:25 pm by Board President, Cody Bogan



CONSENT AGENDA

15.2 Approve the Minutes of the Regular Board Meeting 2-6-2025



# MINUTES - SEQUOIA UNION BOARD OF TRUSTEES REGULAR BOARD MEETING

#### Thursday, February 6, 2025 6:00pm

## AGENDA

# **ATTENDANCE**

Board Members <i>Present</i>	Cody Bogan, Board President Lane Anderson, Board Clerk Greg Dunn, Board Member Melissa Myers, Board Member
Board Members Absent	Jon Cotta, Board Member
Staff Members Present	Scott Pickle, Superintendent

#### **OPENING BUSINESS**

### 1. CALL TO ORDER

Special Board meeting on February 6, 2025 was called to order at 6:00 pm by President, Cody Bogan. All Board members were present in the Gymnasium at Sequoia Union Elementary, 23958 Ave 324, Lemon Cove, CA 93244.

#### 2. FLAG SALUTE

Board President, Cody Bogan led the flag salute.

- **3. APPROVAL OF AGENDA** with amendment, Cody Bogan asked for a motion to approve the agenda with amended agenda adding
  - **10.2** Notice of Completion TK **10.3** Notice of Completion Sewer
  - **10.4** DSA Statement of Final Project Cost TK
  - **11.5** Pay scale Certificated



Motion by Trustee, Lane Anderson, seconded by Trustee Greg Dunn, to approve of the agenda with adding
10.2 Notice of Completion TK
10.3 Notice of Completion Sewer
10.4 DSA Statement of Final Project Cost - TK
11.5 Pay scale - Certificated
Motion carried 4-0.
Vote:
Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson
Noes: None

### 4. COMMENTS FROM THE PUBLIC

Board President, Cody Bogan opened up for public comments. No public comments. Dr. Pickle reported no on online comment.

### 5. STUDENT/STAFF ACKNOWLEDGEMENT

- 6. CORRESPONDENCE
- 7. PUBLIC HEARING
- 8. ACTION ITEMS

#### 9. DISCUSSION & REPORTS

#### **10. CONSTRUCTION/MODERNIZATION ITEMS**

**10.1** Financing:

Different financing options were shown to the board. There will still need to be a resolution and an approval before any loans for financing is moved forward with. Interest rates were about all the same. But have different terms. These will all be discussed further if financing is needed. We are still waiting on the money from the State for the \$2,400,000

**10.2** Notice of Completion TK

*Motion* by Trustee, Lane Anderson **seconded** by Trustee Melissa Myers, to Approve the Notice of Completion TK, *Motion carried 4-0. Vote:* Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson

Noes: None



#### **10.3** Notice of Completion Sewer

*Motion* by Trustee, Lane Anderson **seconded** by Trustee Melissa Myers, to Approve Notice of Completion Sewer, *Motion carried 4-0.* 

Vote:

Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson Noes: None

**10.4** DSA Statement of Final Project Cost – TK: Dr. Pickle let the board know that the TK/K building There is one more bill to pay for \$6,000 for the soil compaction. We have a positive balance for the TK/K building for \$132,000 minus the

\$6,000. The balance of this project will go into the general fund.

## **11. SUPERINTENDENT**

**11.1** Field Trips 4-3-25 - AG - Sacramento 3-27-25 - 7th & 8th Grade - Math Super Bowl, Visalia Convention Center 2-13-25 - 8th Grade - TCOE History Day, Visalia 4-29-25 - 3rd-8th Grade - Character Counts, Rawhide Stadium 3-11-25 - TK & K - Zoo, Fresno 5-15-25 - TK & K - Reptile Exhibit, Sequoia Union 3-20-25 - 3rd Grade - TC Planetarium & TC Museum 6-2-25 - 2nd Grade - Cat Haven 5-13-25 - 1st Grade - Imagine U 5-30-25 - 2nd Grade - Big L Ranch 5-30-25 - 3rd Grade - Big L Ranch Motion by Trustee, Melissa Myers seconded by Trustee Lane Anderson, to approve Field Trips 4-3-25 - AG - Sacramento 3-27-25 - 7th & 8th Grade - Math Super Bowl, Visalia Convention Center 2-13-25 - 8th Grade - TCOE History Day, Visalia 4-29-25 - 3rd-8th Grade - Character Counts, Rawhide Stadium 3-11-25 - TK & K - Zoo, Fresno 5-15-25 - TK & K - Reptile Exhibit, Sequoia Union 3-20-25 - 3rd Grade - TC Planetarium & TC Museum 6-2-25 - 2nd Grade - Cat Haven



5-13-25 - 1st Grade - Imagine U 5-30-25 - 2nd Grade - Big L Ranch 5-30-25 - 3rd Grade - Big L Ranch *Motion carried 4-0. Vote:* 

Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson Noes: None

### **11.2** LCAP Mid-Year Report:

Test scores are up in ELA. We are still struggling with Math. Sequoia Union is moving in the right direction. We had 2 students reclassified from our ELA classes. All students are enrolled in broad base of studies.

#### **11.3** CSBA Board Policies Workshop Update:

We spent time updating board policies we are about 65% complete. We will continue to work through these policies. We are planning to be done the end of February. They will be brought to the board on 2 separate meetings to be read and approved. Goal is to start 25-26 school year with the new policies online on the school website.

#### **11.4 County** SELPA MOU

Motion by Trustee, Lane Anderson seconded by Trustee Melissa Myers, to Approve County SELPA MOU Motion carried 4-0. Vote:

Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson Noes: None

#### 11.5 TK-K half day proposal

**Motion** by Trustee, Lane Anderson **seconded** by Trustee Melissa Myers, to Approve TK-K half day proposal with the addition of applying for the Extended Day Kindergarten program, **Motion carried 4-0**.

#### Vote:

Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson Noes: None

**11.6** Certificated Pay Scale



*Motion* by Trustee, Melissa Myers **seconded** by Trustee Lane Anderson, to Approve Certificated Pay Scale pending bargaining unit approval, *Motion carried 4-0.* 

Vote:

Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson Noes: None

# **12. HUMAN RESOURCES**

## **13.BUSINESS**

## 13.1 Business Financial Report:

Enrollment as of January 31, 2025 is 393 students. Charter Budget Report Projected Income is \$4,854,397.00. District Budget Report Projected Income is \$721,706.00. Cafeteria Budget Report Projected Income is \$257,000.00 December Payroll Certificated was \$254,555.68. Classified was \$5,543.09 Vendor Payments 1-2-25 was \$6,371.48 1-9-25 was \$78,458.05 1-16-25 was \$16,402.38 1-3-25 was \$76,120.17 Bank Reconciliation Balances Revolving Account is \$1,927.95, Student Body Account is \$11,938.45, Afterschool Program is \$50.00 and FFA Chapter is \$50.00 Attendance Summary by Grade was 95.83% for Charter Attendance Summary by Grade was 98.84% for Elementary Motion by Trustee, Melissa Myers seconded by Trustee Greg Dunn, to Approve Business Financial Report, Motion carried 4-0. Vote:

Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson Noes: None

## **14. MAINTENANCE, OPERATIONS AND GROUNDS**

**14.1** Update: Dr. Pickle let the board know there is 3 bids on the freezer.



**14.2** Freezer Bid - American Incorporated, Palafox Prestige, 4Creeks *Motion by Trustee, Lane Anderson seconded by Trustee Melissa Myers, to Approve the Palafox Prestige Bid, Motion carried 4-0.* 

#### Vote:

Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson Noes: None

### **15. CONSENT AGENDA**

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Agenda. It is understood that the Administration recommends approval on all Consent Items. Each item on the Consent Agenda approved by the members of the Governing Board shall be deemed to have been considered in full and adopted as recommended.

**15.1** Approve the Minutes of the Special Board Meeting 1-23-25 *Motion by Trustee, Melissa Myers seconded by Trustee Lane Anderson, to* table the Minutes of the Special Board Meeting 1-23-25, *Motion carried 4-0.* 

Vote:

Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson Noes: None

**15.2** Approve the Minutes of the Regular Board Meeting 1-9-25 *Motion by Trustee, Melissa Myers seconded by Trustee Lane Anderson, to* approve the Minutes of the Regular Board Meeting 1-9-25, *Motion carried 4-0.* 

Vote:

Ayes: Greg Dunn, Melissa Myers, Cody Bogan and Lane Anderson Noes: None

## **16. ORGANIZATION BUSINESS**

**16.1** Consideration of Agenda Items the Board Wishes to Discuss in Future Meetings:

More information for wavier for TK/K more than 4 hours



# 17. BOARD CALENDAR

We still need to figure out a day to move the June 19<sup>th</sup> meeting. We will wait until all board members are present to change the date

### **18. CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (GC 54956.9) Initiation of Litigation Pursuant to paragraph (4) of subdivision (d) of section 54956.9 of the Government Code (Deciding Whether to Initiate Litigation): 2 potential cases A.PERSONNEL

1. Public Employee Discipline/Dismissal/Release (Certificated) (GC 54947)

## **19. OPEN SESSION: OTHER ACTION ITEMS**

Nothing to Report

#### **20. ADJORNMENT**

Meeting adjourned at 7:26 pm by Board President, Cody Bogan



CONSENT AGENDA

15.3 Approve the Minutes of the Regular Board Meeting 3-6-2025



## MINUTES - SEQUOIA UNION BOARD OF TRUSTEES REGULAR BOARD MEETING

### Thursday, March 6, 2025 6:00pm

## AGENDA

# ATTENDANCE

Board Members Present	Lane Anderson, Board Clerk Greg Dunn, Board Member Jon Cotta, Board Member
Board Members Absent	Melissa Myers, Board Member Cody Bogan, Board President
Staff Members Present	Scott Pickle, Superintendent Gladys Ramirez, Business Manager

## **OPENING BUSINESS**

#### 1. CALL TO ORDER

Regular Board meeting on March 6, 2025 was called to order at 6:00 pm by Clerk, Lane Anderson. 3 Board members were present in the Gymnasium at Sequoia Union Elementary, 23958 Ave 324, Lemon Cove, CA 93244.

#### 2. FLAG SALUTE

Board Clerk, Lane Anderson led the flag salute.

3. APPROVAL OF AGENDA of the Agenda with the modification of moving the Consent Action items to after the Board Calendar Items *Motion* by *Trustee*, *Jon Cotta* seconded by *Trustee* Greg Dunn, to Approve the agenda with the modifications Motion carried 3-0. Vote:



Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None

# 4. COMMENTS FROM THE PUBLIC

Board Clerk, Lane Anderson opened up for public comments.

Kevy Mendes spoke and thanked the staff for making Kindergarten stay a full day program. She would Like Dr. Pickle to look into having a credentialed teacher for the little cougars.

Diana Mendez spoke as well she would also like Dr. Pickle to look into having a credentialed teacher in the TK Little Cougars Program. Dr. Pickle reported no on online comment.

### 5. STUDENT/STAFF ACKNOWLEDGEMENT

5.1 Jason Castillo, President, SETA:

As president of SETA Jason brought before the articles that they will be bringing up during negotiations which are 13.3.4 and 13.3.5 SETA seeks to make adjustments to stipend positions, appendix A to increase the certificated salary schedule and Appendix C to cover non credentialed teachers and interns Article 14.4 cost analysis of gap insurance

Article 14.4 cost analysis of gap insurance

Article 9 lower class size maximums Article 7.5 Fall break to the list

Article 1.5 Fall bleak to the list

Article 10 define procedure for emergency student placement Article 13.5 Hours on non-overnight fieldtrips that are over contracted time to be

the teachers hourly rate

Also Clean up some of the language the affected Articles are 7.7.1, 7.7.2 and 7.7.7 and 9.1.5

**5.2** Yearbook Photos: Photographer did not show up

#### 6. CORRESPONDENCE

Reminder for Spring Dinner Board Member Dinner

#### 7. PUBLIC HEARING

#### 8. ACTION ITEMS

**8.1** OES 130 *Motion* by Trustee, Jon Cotta **seconded** by Trustee Greg Dunn, to Approve OES 130 *Motion carried 3-0.* 



Vote:

Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None

8.2 Interdistrict Transfers
Motion by Trustee, Jon Cotta seconded by Trustee Greg Dunn, to Approve Interdistrict Transfers
Motion carried 3-0.
Vote:
Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None

### 9. DISCUSSION & REPORTS

#### **10. CONSTRUCTION/MODERNIZATION ITEMS**

#### **11. SUPERINTENDENT**

11.1 Field Trips
3-13-25 – 8<sup>th</sup> Grade – Monarch Madness – Exeter High School
Motion by Trustee, Jon Cotta seconded by Trustee Greg Dunn, to approve Field Trips
3-13-25 – 8<sup>th</sup> Grade – Monarch Madness – Exeter High School
Motion carried 3-0.
Vote:
Ayes: Greg Dunn, Jon Cotta, and Lane Anderson
Noes: None

11.2 Kaweah Pump – Downed Power Pole/Line
Motion by Trustee, Jon Cotta seconded by Trustee Greg Dunn, to Approve
Kaweah Pump – Downed Power Pole/Line
Motion carried 3-0.
Vote:
Ayes: Greg Dunn, Jon Cotta, and Lane Anderson
Noes: None

**11.3** Extended Day Kindergarten Resolution (EC46111) *Motion* by *Trustee, Jon Anderson seconded* by *Trustee Greg Dunn, to Approve Extended Day Kindergarten Resolution* (EC46111)



Motion carried 3-0.

Vote:

Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None

**11.4** TK/Kinder Program Plan review:

Dr. Pickle went over the slides that were gone over at the TK/K parent meeting that was held on Tuesday 3-4-25.

# **12. HUMAN RESOURCES**

### **13.BUSINESS**

### **13.1 Business Financial Report:**

Enrollment as of February 28, 2025 is 394 students. Charter Budget Report Projected Income is \$4,885,918.00. District Budget Report Projected Income is \$731,191.00. Cafeteria Budget Report Projected Income is \$257,000.00 February Payroll Certificated was \$255,811.96. Classified was \$75,488.83 Vendor Payments 2-6-25 was \$54,324.11 2-13-25 was \$61,092.75 2-27-25 was \$1,699,498.43 Bank Reconciliation Balances Revolving Account is \$40,314.95, Student Body Account is \$11,938.45, Afterschool Program is \$4,736.50 Attendance Summary by Grade was 95.51% for Charter Attendance Summary by Grade was 98.53% for Elementary Motion by Trustee, Jon Cotta seconded by Trustee Greg Dunn, to Approve Business Financial Report, Motion carried 3-0. Vote: Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None 13.2 Audit Report

*Motion* by Trustee, Jon Cotta **seconded** by Trustee Greg Dunn, to Approve Audit Report *Motion carried 3-0. Vote:* 



Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None

13.3 Budget Revision
Motion by Trustee, Jon Cotta seconded by Trustee Greg Dunn, to Approve Budget Revision
Motion carried 3-0.
Vote:
Ayes: Greg Dunn, Jon Cotta, and Lane Anderson
Noes: None

**13.4** 2<sup>nd</sup> Interim Report

*Motion* by Trustee, Jon Cotta **seconded** by Trustee Greg Dunn, to Approve 2<sup>nd</sup> Interim Report

Motion carried 3-0. Vote: Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None

**13.5** E-Rate Internet Bids (3)

Motion by Trustee, Jon Cotta seconded by Trustee Greg Dunn, to Approve E-Rate Internet Bid option number 2 Motion carried 3-0. Vote: Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None

**13.6** Financing Discussion:

We will be bringing back all the financing options to the board in the next board meeting. The board will be able to weigh in on the options.

## 14. MAINTENANCE, OPERATIONS AND GROUNDS

**14.1** Update:

Transportation- We are trying to get a bus driver. The individual has signed up for the bus classes.

#### **15. CONSENT AGENDA**

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests



specific items be discussed and/or removed from the Consent Agenda. It is understood that the Administration recommends approval on all Consent Items. Each item on the Consent Agenda approved by the members of the Governing Board shall be deemed to have been considered in full and adopted as recommended.

**15.1** Approve the Minutes of the Special Board Meeting 1-23-25 *Motion by Trustee, Jon Cotta seconded by Trustee Greg Dunn, to* table the Minutes of the Special Board Meeting 1-23-25, *Motion carried 3-0. Vote: Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None* 

**15.2** Approve the Minutes of the Regular Board Meeting 2-6-25 *Motion by Trustee, Jon Cotta seconded by Trustee Greg Dunn, to* table the Minutes of the Regular Board Meeting 2-6-25, *Motion carried 3-0. Vote: Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None* 

#### **16. ORGANIZATION BUSINESS**

**16.1** Consideration of Agenda Items the Board Wishes to Discuss in Future Meetings:

Greg asked for cost of where we are at for Construction management. Lane would like to add an agenda item to fence in the AG ground.

## 17. BOARD CALENDAR

**17.1** Add Special Board Meeting on 3-25-2025 *Motion* by *Trustee, Jon Cotta* **seconded** by *Trustee Greg Dunn, to Approve to Add a Special Board Meeting on 3-25-2025 Motion carried 3-0. Vote:* 

Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None

## **18. CLOSED SESSION**

18.1 ANTICIPATED LITIGATION (GC 54956.9) update: 2 potential cases



18.2. Public Employee Discipline/Dismissal/Release (Certificated) (GC 54947)
18.3 GOVERNMENT CODE SECTION 54957.6: CONFERENCE WITH LABOR NEGOTIATOR
AGENCY REPRESENTATIVE: Superintendent-Principal. EMPLOYEE ORGANIZATION: S.E.T.A.
UNREPRESENTED EMPLOYEES: Sequoia Union Classified Staff.

**18.4** 25-26 School Year Revoking Charter Agreement

*Motion* by Trustee, Jon Cotta **seconded** by Trustee Greg Dunn, to Approve to Go into Open Session at 7:53 pm

Motion carried 3-0.

#### Vote:

Ayes: Greg Dunn, Jon Cotta, and Lane Anderson Noes: None

# **19. OPEN SESSION: OTHER ACTION ITEMS**

Nothing to Report

### **20. ADJORNMENT**

Meeting adjourned at 7:55 pm by Board Clerk, Lane Anderson



CONSENT AGENDA

15.4 Approve the Minutes of the Special Board Meeting 3-25-2025



# MINUTES - SEQUOIA UNION BOARD OF TRUSTEES SPECIAL BOARD MEETING

### **Thursday, March 25, 2025** 6:00pm

# AGENDA

# **ATTENDANCE**

Board Members <i>Present</i>	Lane Anderson, Board Clerk Jon Cotta, Board Member Melissa Myers, Board Member
Board Members Absent	Cody Bogan, Board President Greg Dunn, Board Member
Staff Members Present	Scott Pickle, Superintendent

## **OPENING BUSINESS**

#### 1. CALL TO ORDER

Special Board meeting on March 25, 2025 was called to order at 6:04 pm by Board Clerk, Lane Anderson. 3 Board members were present in the Gymnasium at Sequoia Union Elementary, 23958 Ave 324, Lemon Cove, CA 93244.

#### 2. FLAG SALUTE

Board Clerk, Lane Anderson led the flag salute.

 APPROVAL OF AGENDA of the Agenda Motion by Trustee, Jon Cotta seconded by Trustee Melissa Myers, to Approve the agenda Motion carried 3-0.
 Vote: Ayes: Melissa Myers, Jon Cotta, and Lane Anderson Noes: None



### 4. COMMENTS FROM THE PUBLIC

Board Clerk, Lane Anderson opened up for public comments. Diana Mendez spoke. She would like her name corrected on the Minutes from March 6, 2025 Regular Board meeting from Danielle Mendez to Diana Mendez. She also stated there is a non-profit that she knows of that helps pay for low income students for eye glasses. She will meet with Dr. Pickle to discuss this program.

Dr. Pickle reported no on online comment.

### 5. STUDENT/STAFF ACKNOWLEDGEMENT

### 6. CORRESPONDENCE

### 7. PUBLIC HEARING

#### 8. ACTION ITEMS

8.1 Interdistrict Transfers – Out *Motion* by Trustee, Jon Cotta **seconded** by Trustee Melissa Myers, to Approve Interdistrict Transfers – Out *Motion carried 3-0. Vote: Ayes:* Melissa Myers, Jon Cotta, and Lane Anderson Noes: None

#### 9. DISCUSSION & REPORTS

#### **10. CONSTRUCTION/MODERNIZATION ITEMS**

#### **11. SUPERINTENDENT**

11.1 Field Trips
4-10-2025 – 3<sup>rd</sup> Grade – Dry Creek
5-15-2025 – 7<sup>th</sup> Grade – Ca Science Center
4-29-2025 – 4<sup>th</sup>-6<sup>th</sup> Grade TCOE Reading Revolution
5-9-2025 – 7<sup>th</sup>-8<sup>th</sup> Grade TCOE Reading Revolution *Motion by Trustee, Melissa Myers seconded by Trustee Jon Cotta, to approve Field Trips*4-10-2025 – 3<sup>rd</sup> Grade – Dry Creek



5-15-2025 – 7<sup>th</sup> Grade – Ca Science Center 4-29-2025 – 4<sup>th</sup>-6<sup>th</sup> Grade TCOE Reading Revolution 5-9-2025 – 7<sup>th</sup>-8<sup>th</sup> Grade TCOE Reading Revolution **Vote:** *Ayes: Melissa Myers, Jon Cotta, and Lane Anderson Noes: None* 

# **12. HUMAN RESOURCES**

### **13.BUSINESS**

**13.1** Government Financial Services Report

*Motion* by Trustee, Jon Cotta **seconded** by Trustee Melissa Myers, to Cancel the financing and pay for the construction deficit with the 350 fund and the TK building overages on Modernization

Motion carried 3-0.

Vote:

Ayes: Melissa Myers, Jon Cotta, and Lane Anderson

Noes: None

13.2 Finance

A. Lease-Sublease Agreement

- B. Assignment Agreement
- C. Agenda Summary
- D. Resolution

E. BP 3470

*Motion* by Trustee, Jon Cotta **seconded** by Trustee Melissa Myers, to Cancel the financing and pay for the construction deficit with the 350 fund and the TK building overages on Modernization

- A. Lease-Sublease Agreement
- B. Assignment Agreement
- C. Agenda Summary

D. Resolution

E. BP 3470

Motion carried 3-0.

Vote:

Ayes: Melissa Myers, Jon Cotta, and Lane Anderson Noes: None



## **14. MAINTENANCE, OPERATIONS AND GROUNDS**

#### **15. CONSENT AGENDA**

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Agenda. It is understood that the Administration recommends approval on all Consent Items. Each item on the Consent Agenda approved by the members of the Governing Board shall be deemed to have been considered in full and adopted as recommended.

**15.1** Approve the Minutes of the Special Board Meeting 1-23-25 *Motion by Trustee, Jon Cotta seconded by Trustee Melissa Myers, to* table the Minutes of the Special Board Meeting 1-23-25, *Motion carried 3-0. Vote: Ayes: Melissa Myers, Jon Cotta, and Lane Anderson Noes: None* 

**15.2** Approve the Minutes of the Regular Board Meeting 2-6-25 *Motion by Trustee, Jon Cotta seconded by Trustee Melissa Myers, to* table the Minutes of the Regular Board Meeting 2-6-25, *Motion carried 3-0. Vote:* 

Ayes: Melissa Myers, Jon Cotta, and Lane Anderson Noes: None

**15.1** Approve the Minutes of the Regular Board Meeting 3-6-2025 *Motion by Trustee, Jon Cotta seconded by Trustee Melissa Myers, to* table the Minutes of the Regular Board Meeting 3-6-2025, *Motion carried 3-0. Vote: Ayes: Melissa Myers, Jon Cotta, and Lane Anderson Noes: None* 



### **16. ORGANIZATION BUSINESS**

**16.1** Consideration of Agenda Items the Board Wishes to Discuss in Future Meetings:

The board would like a AG Farm update at the April 10, 2025 Board Meeting

### 17. BOARD CALENDAR

17.1 Reschedule Board Meeting June 19, 2025

*Motion* by *Trustee, Jon Cotta* **seconded** by *Trustee Greg Dunn, to Table the* Reschedule of Board Meeting on June 19, 2025 until more Board Members are present

Motion carried 3-0.

Vote:

Ayes: Melissa Myers, Jon Cotta, and Lane Anderson Noes: None

### **18. CLOSED SESSION**

18.1 ANTICIPATED LITIGATION (GC 54956.9) update: 2 potential cases
18.2. Public Employee Discipline/Dismissal/Release (Certificated) (GC 54947)
18.3 GOVERNMENT CODE SECTION 54957.6: CONFERENCE WITH LABOR NEGOTIATOR

AGENCY REPRESENTATIVE: Superintendent-Principal. EMPLOYEE ORGANIZATION: S.E.T.A.

UNREPRESENTED EMPLOYEES: Sequoia Union Classified Staff.

**18.4** 25-26 School Year Revoking Charter Agreement

*Motion* by Trustee, Jon Cotta **seconded** by Trustee Melissa, to Approve to Go into Open Session at 7:14 pm *Motion carried 3-0.* 

Vote:

Ayes: Melissa Myers, Jon Cotta, and Lane Anderson Noes: None

#### **19. OPEN SESSION: OTHER ACTION ITEMS**

Motion by Trustee, Jon Cotta seconded by Trustee Melissa, to Approve the settlement with Mangini for \$35,200 Motion carried 3-0. Vote: Ayes: Melissa Myers, Jon Cotta, and Lane Anderson

# Small School, Big Heart

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



Noes: None

Motion by Trustee, Jon Cotta seconded by Trustee Melissa, to Authorize use of attorneys for negotiations as needed to be determined by Superintendent. Motion carried 3-0. Vote: Ayes: Melissa Myers, Jon Cotta, and Lane Anderson Noes: None

#### **20. ADJORNMENT**

Meeting adjourned at 7:16 pm by Board Clerk, Lane Anderson



**ORGANIZATIONAL BUSINESS** 

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



**BOARD CALENDAR** 

17.1 Reschedule Board Meeting June 19, 2025 (Tuesday, June 24th?)