



Sacramento County Board of Education

Regular Meeting

Tuesday / September 14, 2021 / 6:30 P.M.

PLEASE NOTE:

Zoom Meeting

<https://scoe.zoom.us/j/93916393023>

Primary Number: 669.900.6833

Secondary Number: 346.248.7799

Meeting ID: 939 1639 3023

10474 Mather Boulevard
P.O. Box 269003
Sacramento, CA 95826-9003
916.228.2410

SACRAMENTO COUNTY BOARD OF EDUCATION MEETING AGENDA

10474 Mather Boulevard
P.O. Box 269003
Sacramento, California 95826-9003

TO: Members, County Board of Education
FROM: David W. Gordon, Secretary to the Board
SUBJECT: Agenda – Regular Meeting – Tuesday, September 14, 2021
Regular Session: 6:30 p.m.

Notice of the Means by Which Members of the Public May Observe the Meeting and Offer Public Comment, Pursuant to Executive Orders N-29-20 and N-33-20, and Government Code section 54953

The Sacramento County Board of Education will conduct this meeting via Zoom video and/or teleconference, and one or more Board members may participate from remote locations via video, telephone, or other electronic means.

This meeting will be accessible to members of the public via Zoom video and/or teleconference. To view the Board Meeting by computer, tablet, or smart phone, go to:

<https://scoe.zoom.us/j/93916393023>

To listen by phone: Primary Number: 669-900-6833 Secondary Number: 346-248-7799
Enter the Meeting ID: 939 1639 3023

Members of the public may submit public comment through a Google form at: <https://bit.ly/scoe-board-9-14-21>. Public comment will be accepted until 6:00 p.m. on Tuesday, September 14, 2021, and will be read during the teleconferenced Board meeting at appropriate times.

Accommodating Individuals with Special Needs

The Sacramento County Office of Education encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, contact the Superintendent's Office at (916) 228-2410 at least 48 hours before the scheduled Board meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).]

AGENDA

- I. Call to Order and Roll Call
- II. Pledge of Allegiance

Mission Statement

The mission of the Sacramento County Office of Education (SCOE) is to:

- ensure that our students are prepared for success in college, career, and community;
- provide educational leadership to the diverse groups we serve;
- work creatively and collaboratively with partners; and
- give educators and support staff the training and tools they need for success.

Regular Meeting Agenda – September 14, 2021 – Page 2

- III. Approval of the Minutes of the Regular Board Meeting of August 10, 2021
- IV. Adoption of Agenda
- V. Official Correspondence
- VI. Visitor Presentations

- A. General Public

- B. Employee Organizations

NOTE: Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2. Anyone may provide public comment to the Board in support of or in opposition to any item being presented to the Board for consideration.

- VII. Superintendent's Report

- A. Recognition of the October 2021 Employees of the Month

- Classified Employee: Leslie Noriega, Transition Specialist, Elinor Lincoln Hickey Jr./Sr. High School**

- Certificated Employee: Sian Magee, Teacher, Alternative Education, CARE Program**

- VIII. New Business

- A. Adoption of Consent Agenda – David W. Gordon

- 1. Accept Report on Personnel Transactions – Coleen Johnson

- 2. Award Diplomas to Court and Community School Students – Jacqueline White/Michael Kast

- B. Approval of Contracts – Nicolas Schweizer

- C. No Grant Applications/Service Contracts

- D. Public Hearing and Adoption of Resolution No. 21-11 – Determination of Textbooks and/or Instructional Materials Sufficiency Pursuant to Education Code Section 60119 (Community and Special Education Schools) – Jacqueline White/Michael Kast

- E. Approval of the Memorandum of Understanding for the Fortune School of Education Countywide Charter – Teresa Stinson

- F. Informational Item: Administrative Rules and Regulations 6158 – Independent Study – Teresa Stinson

- G. Second Reading and Adoption of Revisions to Board Bylaw 8222 (Renumbered 9222) – Orientation of the Board – Teresa Stinson

- H. Second Reading and Adoption of Revisions to Board Bylaw 8260 (Renumbered 9260) – Board Compensation – Teresa Stinson

- I. Update SCOE's Vision, Mission, and Goals – David W. Gordon and Board

- IX. Board Reports, Comments, and Ideas

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- A. Board Members
- B. Board President
- C. Committees
- X. Items for Distribution
 - A. September/October Events
 - B. September/October Site Visits
- XI. Schedule for Future Board Meetings
 - A. September 28, 2021
 - B. October 5, 2021
- XII. Adjournment

Board Agenda Packet

The full Board agenda packet, including supporting materials and items distributed less than 72 hours prior to the scheduled meeting, is available on the Sacramento County Office of Education website (www.scoe.net/board). For more information, please call (916) 228-2410.

SACRAMENTO COUNTY BOARD OF EDUCATION

Minutes of the Regular Meeting of August 10, 2021

VIA ZOOM/TELECONFERENCE CALL

Agenda

- I. Call to Order and Roll Call
- II. Pledge of Allegiance
- III. Approval of the Minutes of the Regular Board Meeting of July 13, 2021
Approval of the Minutes of the Board/Superintendent Retreat of July 24, 2021
- IV. Adoption of Agenda
- V. Official Correspondence
- VI. Visitor Presentations
 - A. General Public
 - B. Employee Organizations
- VII. Superintendent's Report
 - A. Recognition of the September 2021 Employees of the Month
- VIII. New Business
 - A. Adoption of Consent Agenda
 - 1. Accept Report on Personnel Transactions
 - 2. Award Diplomas to Court and Community School Students
 - 3. Donation to the Sly Park Environmental Education Center
 - 4. Declaration of Portable Building as Surplus Property and Authorization to Dispose of Equipment Pursuant to Education Code
 - B. Approval of Contracts
 - C. Authorization to Submit Grant Applications/Service Contracts and Accept Funding if Awarded; and Approval of Contracts, Positions, and Other Expenditures Associated with the Grants as Outlined in the Proposed Budget:
 - 1. \$257,700 WorkAbility I grant from the California Department of Education for the 2021-2022 fiscal year
 - 2. \$115,674 Early Head Start – COVID grant from the Sacramento Employment and Training Agency for the 2021-2022 and 2022-2023 fiscal years and Adoption of Resolution No. 21-09
 - 3. \$250,000 California Partnership Academies grant from the California Department of Education for the 2021-2022 fiscal year
 - 4. \$130,000 K-12 Strong Workforce Program – Pathway Coordinator grant from the California Community College Chancellor's Office (CCCCO) for the 2021-2022 fiscal year
 - D. Public Hearing and Adoption of Resolution No. 21-10 – Determination of Textbooks and/or Instructional Materials Sufficiency Pursuant to Education Code Section 60119 (Juvenile Court Schools)
 - E. First Reading of Revisions to Board Bylaw 8222 (Renumbered 9222) – Orientation of New Board Member
 - F. First Reading of Revisions to Board Bylaw 8260 (Renumbered 9260) – Board Compensation
 - G. Update SCOE's Vision, Mission, and Goals
- IX. Board Reports, Comments, and Ideas

- A. Board Members
 - B. Board President
 - C. Committees
 - X. Items for Distribution
 - A. August/September Events
 - B. August/September Site Visits
 - XI. Schedule for Future Board Meetings
 - A. September 14, 2021
 - B. September 28, 2021
 - XII. Adjournment
-

I. President Talamantes called the meeting to order at 6:32 p.m. via teleconference call in Sacramento, California. Board members present were Alfred Brown, Heather Davis, Paul Keefer, Bina Lefkovitz, and Karina Talamantes. Also present were David W. Gordon, Superintendent and Secretary to the Board; Nancy Herota, Deputy Superintendent; Samantha Ramsey, Associate General Counsel; Jerry Jones, Executive Director of Technology; Shanine Coats, Director of Strategic Initiatives, Monica Eisel, Facilitator, other staff; and Wende Watson, Executive Assistant. Trustees Ahola and Fong were absent.

Other staff present via teleconference were Nicolas Schweizer, Associate Superintendent; Brent Malicote and Matt Perry, Assistant Superintendents; Coleen Johnson, Chief Administrator; Michael Kast, Executive Director; Kristin Wright, Executive Director; Channa Cook-Harvey, Executive Director; and Tim Herrera, Director.

II. Ms. Lefkovitz led the Pledge of Allegiance.

III. On a motion by Mr. Brown and seconded by Mr. Keefer, the minutes of the Regular Board Meeting of July 13, 2021 were approved. Motion carried 5 ayes, 0 noes, 2 absent (Ahola, Fong), 0 abstention based on the following Roll Call vote:

Ms. Lefkovitz – yes
Mr. Keefer – yes
Mr. Fong – absent
Ms. Davis – yes
Mr. Brown – yes
Ms. Ahola – absent
Ms. Talamantes – yes

On a motion by Ms. Davis and seconded by Mr. Brown, the minutes of the Board/Superintendent Retreat of July 24, 2021 were approved. Motion carried 5 ayes, 0 noes, 2 absent (Ahola, Fong), 0 abstention based on the following Roll Call vote:

Ms. Lefkovitz – yes
Mr. Keefer – yes
Mr. Fong – absent

Ms. Davis – yes
Mr. Brown – yes
Ms. Ahola – absent
Ms. Talamantes – yes

IV. Ms. Lefkovitz moved to adopt the agenda. Ms. Davis seconded the motion, which carried 5 ayes, 0 noes, 2 absent (Ahola, Fong), 0 abstentions based on the following Roll Call vote:

Ms. Lefkovitz – yes
Mr. Keefer – yes
Mr. Fong – absent
Ms. Davis – yes
Mr. Brown – yes
Ms. Ahola – absent
Ms. Talamantes – yes

V. There was no official correspondence.

VI.A. There were no requests for presentations from the General Public.

VI.B. There were no requests for presentations from Employee Organizations.

VII.A. Lin Baerresen and Suzanne Shehadeh, Para-Educators, Special Education Department, were recognized and honored as the classified employees of the month for September.

Allen Walsh, Teacher, Special Education Department, was recognized and honored as the certificated employee of the month for September.

Superintendent Gordon introduced Jacqueline White, the new Assistant Superintendent of Court & Community Schools & CTE; and Shanine Coats, Director of Strategic Initiatives.

Superintendent Gordon reported on the following:

LOCAL DISTRICT UPDATES

- Arcohe: School starts August 16.
- Center: School started August 4; some increase in COVID cases. Contact tracing is a challenge. Most cases are from household transmission.
- Elk Grove: 18 school sites in session, other 67 sites start August 12. As of August 6, there have been 77 cases, mostly household transmission among 15,000 students.
- Elverta: School starts August 11.

- Folsom Cordova: School starts August 11; enrollment is increasing in Independent Study; limiting non-essential people on campus; using seating charts; not enough bus drivers.
- Galt Elementary: School starts August 19.
- Galt High: School starts August 9; no volunteers allowed on campus; no back-to-school nights scheduled.
- Natomas: School starts August 12.
- River Delta: School starts August 11; transportation is at 30% capacity; 26 students enrolled in Independent Study.
- Robla: School starts August 23; summer programs ended last week.
- Sacramento City: Two charter sites started August 9; other sites start September 2.
- San Juan: School starts August 12 – 250 students enrolled in home study; 200 + enrolled in Independent Study. District has approx. 42,000 students.
- Twin Rivers: School starts August 17; 150 students enrolled in Independent Study (K-12); transportation is a challenge, and shortage of Classified staff.

COMMUNITY SCHOOLS

- The community school base program will open at E.L. Hickey and Nathaniel S. Colley, Sr. High School on August 12. The base program will return to North Area Community School when SCOE has enough new student referrals from Twin Rivers and Center Unified School Districts. Our staff is very excited to start a new school year with students on campus and a group choosing to study via Independent Study (using our daily engagement distance learning protocols).

SENIOR EXTENSION

- Senior Extension is opening at all five sites: North Area, E.L. Hickey, Cordova Lane, Nathaniel S. Colley, and Estrellita High School in Galt. Folsom Cordova USD has prepared an additional classroom for the program at the wonderful Cordova Lane site.

EL CENTRO

- El Centro is offering in-person instruction in all classrooms to all students. The library is open and staffed by our SCOE Teacher Librarian. Culinary and Construction are operating at capacity. The early college program is running with high school students and graduates. The Valley Oak Youth Academy (VOYA), students who would have been served by Department of Juvenile Justice in the past, are integrated throughout the above-mentioned offerings.

SUMMER INNOVATION HUBS

- SCOE provided five weeks of community support in our Summer Education Innovation Centers which ended on July 30. During the five weeks, over 175 students in three schools in Sac City, San Juan, and

Twin Rivers were served. Students received breakfast and lunch daily and were sent home with weekend meals. Health Professionals were on site or on call in each district. 15 local CBOs provided outdoor science, athletics, theatre, music, dance, entrepreneurship, and STEM activities. 15 Peer mentors met with students daily. Students in need of additional services were connected to mental health supports.

SPECIAL EDUCATION UPDATE

- August 4: Spinelli and WC Riles programs started.
- August 9: Galt High and all preschool programs start.
- August 12: George Washington Carver, CSUS, Prairie Elementary, Sunrise, Rutter, Sheldon, Smedberg, Monterey Trails, Jessie Baker, and Markofer programs start.
- August 17: Palmiter, Dry Creek, Rio Linda Prep, and Rio Linda High programs start.
- August 19: Greer and McCaffrey programs start.
- The vast majority of students are opting for in-person instruction, we do have some families exploring the Independent Study option through SCOE. For students opting for Independent Study, teachers will use Zoom during their regular instructional day to educate the students on Independent Study.

STATE and FEDERAL FUNDING FOR SCHOOLS

- The SCOE team is gathering input from stakeholders to develop actions and budget plan for the ESSER III federal funds. The plan is due to the California Department of Education by October 29, 2021. We will provide an overview of the plan at an upcoming Board meeting. This overview will include a graphic of the various state and federal funding sources, along with potential strategies and metrics to measure impact. The ESSER III plan will be on the Board agenda for approval at the October 19 Board meeting.

SACRAMENTO COUNTY TEACHERS OF THE YEAR

- Congratulated our Sacramento County Teachers of the Year for 2022. Mandy Garner is an agriculture teacher at Liberty Ranch High School in the Galt Joint Union High School District. Yvonne Thornton teaches chemistry, math, and study skills at Cordova High School in the Folsom Cordova Unified School District. We made the announcement during a Zoom event on June 28. Thanks to President Talamantes who announced the winners. The Sacramento Educational Cable Consortium is producing a TV program and we will provide you with the YouTube link when it is available. The two winning teachers are now eligible to compete in the California Teachers of the Year program.

VIRTUAL EMPLOYEE RECOGNITION PROGRAM

- Due to the COVID-19 situation, we are not hosting an in-person Employee Recognition Day event. However, our Communications team has produced an Employee Recognition program, which will premiere tomorrow – August 11 – on the SCOE YouTube channel. You should have the link from a previous BC. Please contact Tim Herrera if you need that link. If you are unable to watch the streaming tomorrow, the program will be posted on the SCOE YouTube page, and we will provide that link for you.

VIII.A. Ms. Lefkovitz moved and Mr. Brown seconded adoption of the consent agenda. By such action, the Board:

1. Accepted report on Personnel Transactions
2. Awarded diplomas to Court and Community Schools Students
3. Accepted donation to the Sly Park Environmental Education Center
4. Declared Portable Building as Surplus Property and Authorized Staff to Dispose of Equipment Pursuant to Education Code

Motion carried 5 ayes, 0 noes, 2 absent (Ahola, Fong), 0 abstentions based on the following Roll Call vote:

Ms. Lefkovitz – yes
Mr. Keefer – yes
Mr. Fong – absent
Ms. Davis – yes
Mr. Brown – yes
Ms. Ahola – absent
Ms. Talamantes – yes

Dr. Matt Perry, Assistant Superintendent, announced that the following students will be awarded a diploma: four candidates from El Centro Jr./Sr. High School; Aram Mondragon-Hernandez from Elinor Lincoln Hickey Jr./Sr. High School; and Elyse McGhee from Natomas PROMISE Program.

VIII.B. Mr. Keefer moved and Ms. Lefkovitz seconded approval of the contracts. Motion carried 5 ayes, 0 noes, 2 absent (Ahola, Fong), 0 abstentions based on the following Roll Call vote:

Ms. Lefkovitz – yes
Mr. Keefer – yes
Mr. Fong – absent
Ms. Davis – yes
Mr. Brown – yes
Ms. Ahola – absent
Ms. Talamantes – yes

VIII.C. On a motion by Ms. Davis, seconded by Mr. Keefer, the Board authorized staff to submit grant applications/service contracts and accept funding if awarded; and approved contracts, positions, and other expenditures associated with the grants as outlined in the proposed budgets as follows:

1. \$257,700 WorkAbility I grant from the California Department of Education for the 2021-2022 fiscal year
2. \$115,674 Early Head Start – COVID grant from the Sacramento Employment and Training Agency for the 2021-2022 and 2022-2023 fiscal years and Adoption of Resolution No. 21-09
3. \$250,000 California Partnership Academies grant from the California Department of Education for the 2021-2022 fiscal year
4. \$130,000 K-12 Strong Workforce Program – Pathway Coordinator grant from the California Community College Chancellor's Office (CCCCO) for the 2021-2022 fiscal year

Motion carried 5 ayes, 0 noes, 2 absent (Ahola, Fong), 0 abstentions based on the following Roll Call vote:

Ms. Lefkovitz – yes
Mr. Keefer – yes
Mr. Fong – absent
Ms. Davis – yes
Mr. Brown – yes
Ms. Ahola – absent
Ms. Talamantes – yes

VIII.D. Public Hearing and Adoption of Resolution No. 21-10 – Determination of Textbooks and/or Instructional Materials Sufficiency Pursuant to Education Code Section 60119 (Juvenile Court Schools)

President Talamantes opened the Public Hearing at 7:14 p.m.

There were no public comments.

President Talamantes closed the Public Hearing at 7:14 p.m.

Ms. Lefkovitz moved to adopt Resolution No. 21-10 – Determination of Textbooks and/or Instructional Materials Sufficiency Pursuant to Education Code Section 60119 (Juvenile Court Schools). Ms. Davis seconded the motion. Motion carried 5 ayes, 0 noes, 2 absent (Ahola, Fong), 0 abstentions based on the following Roll Call vote:

Ms. Lefkovitz – yes
Mr. Keefer – yes
Mr. Fong – absent

Ms. Davis – yes
Mr. Brown – yes
Ms. Ahola – absent
Ms. Talamantes – yes

VIII.E. President Talamantes announced this is the First Reading of Revisions to Board Bylaw 8222 (Renumbered 9222) – Orientation of New Board Member.

Policy Committee Chair Paul Keefer recommended that the revisions to Board Bylaw 8222 (Renumbered 9222) – Orientation of New Board Member move forward to Second Reading at a future Board Meeting.

VIII.F. President Talamantes announced this is the First Reading of Revisions to Board Bylaw 8260 (Renumbered 9260) – Board Compensation.

Policy Committee Chair Keefer recommended that the revisions to Board Bylaw 8260 (Renumbered 9260) – Board Compensation move forward to Second Reading at a future Board Meeting, with a minor change to the language to provide clarity to the intent.

VIII.G. Update SCOE's Vision, Mission, and Goals

President Talamantes stated that the SCOE's Vision, Mission, and Goals Update is an informational item. No Board action is required.

Superintendent Gordon commented on this item and introduced the facilitator, Monica Eisel.

Ms. Eisel provided an overview of the process for reviewing the proposed draft mission and goals statement, explained why this update is taking place, and provided a definition of vision, mission, goals, and value statements. A discussion followed amongst Board members and the facilitator.

Ms. Eisel explained that the next steps include working with Deputy Superintendent Herota and Superintendent Gordon to review and incorporate the feedback received from the Board.

IX.A. Ms. Ahola was absent.

Mr. Brown – no report.

Ms. Davis – no report.

Mr. Fong was absent.

Mr. Keefer – no report.

Ms. Lefkovitz – no report.

- IX.B. President Talamantes – no report.
- IX.C. There were no committee reports.
- X.A. There was no distribution of the August/September Events item.
- X.B. There was no distribution of the August/September Site Visits item.
- XI. Schedule for Future Board Meetings
 - A. September 14, 2021
 - B. September 28, 2021

Superintendent Gordon stated that the County Committee meeting for the Elk Grove USD has been scheduled for September 9 via Zoom at 6:30 p.m.

The Colley dedication planned for September 30 is being rescheduled due to the COVID restrictions. A new date will be selected when conditions permit.

XII. Mr. Keefer moved to adjourn the meeting. Ms. Lefkovitz seconded the motion, which 5 ayes, 0 noes, 2 absent (Ahola, Fong), 0 abstentions based on the following Roll Call vote:

Ms. Lefkovitz – yes
Mr. Keefer – yes
Mr. Fong – absent
Ms. Davis – yes
Mr. Brown – yes
Ms. Ahola – absent
Ms. Talamantes – yes

The meeting adjourned at 8:34 p.m.

Respectfully submitted,

David W. Gordon
Secretary to the Board

Date approved:

SACRAMENTO COUNTY BOARD OF EDUCATION

10474 Mather Boulevard, P.O. Box 269003
Sacramento, CA 95826-9003

Subject: October 2021 Employees of the Month	Agenda Item No.: VII.A. Enclosures: 0
Reason: Action	From: David W. Gordon Prepared By: Tim Herrera Board Meeting Date: 09/14/21

BACKGROUND:

CLASSIFIED

Leslie Noriega, Court/Community School Transition Specialist, has been nominated for her contributions to SCOE's educational program at Elinor Lincoln Hickey Jr./Sr. High School. Ms. Noriega supports students as they complete their Student Success Plans. In addition, she assists in the classroom as math lessons are being taught. Ms. Noriega anticipates the needs of students and colleagues. She is a keen observer of students and assesses how they might benefit from additional support. When an opportunity arose for students to celebrate their culture as well as learn about the culture of their peers, Leslie took the lead and developed a project for Asian American Pacific Islander Month. She also developed a new project for National Hispanic Heritage Month, which is celebrated annually from September 15 to October 15. Ms. Noriega has been a Sacramento County Office of Education employee since November 2015.

CERTIFICATED

Sian Magee, Alternative Education Teacher, has been nominated by Director Marc Nigel for her contributions at Folsom Middle School, in the Sacramento County Office of Education's CARE program. Ms. Magee teaches Math, English, and a curriculum support class for students enrolled in seventh grade. She is phenomenal at building relationships with students. Ms. Magee's classroom walls are rich with student work and engaging bulletin boards. She makes certain to know every student's story and passion in life, to motivate them in the classroom. She takes the time to work with each family, helping them navigate the school process, and she is highly engaged with the Folsom Middle School staff and school community. Ms. Magee has been a Sacramento County Office of Education employee since July 2017.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended that the Board approve commendation of the individuals named as Sacramento County Office of Education Employees of the Month for October 2021, and that the Board present Certificates of Recognition to these employees.

SACRAMENTO COUNTY OFFICE OF EDUCATION
PERSONNEL TRANSACTIONS - FOR YOUR INFORMATION

Board Meeting – September 14, 2021

REGULAR APPOINTMENTS

Group (Mgmt/Cert/Class)	Dept./ Program	Name	Status	Classification	Location	Effective Date	Salary Placement
Management (Cert)	Administration	Coats, Shanine	New Hire	Director, Strategic Initiatives 8 h/d 5 d/w 224 d/y PC# 220003	Administration	8/23/21	MT-40
Management (Cert)	Curriculum & Instruction	Kraft, Amy	New Hire	Curriculum Specialist, Science 8 h/d 5 d/w 200 d/y PC# 210086	Curriculum & Instruction	8/10/21	MT-43
Management (Class)	Prevention & Early Intervention	Cabiness, Atheena	New Hire	School-Based Mental Health & Wellness Clinician 8 h/d 5 d/w 228.75 d/y PC# 210070	Prevention & Early Intervention	8/18/21	MT-24
Management (Class)	Student Programs	Hernandez, Tania	New Hire	Project Specialist II, College & Career Initiatives 8 h/d 5 d/w 244 d/y PC# 210078	Student Programs	8/23/21	MT-29
Management (Class)	Support Services	Lorta, Salvador	New Hire	Coordinator, Facilities, Maintenance & Operations 8 h/d 5 d/w 244 d/y PC# 210045	Support Services	8/9/21	MT-36
Management (Class)	Prevention & Early Intervention	Micocci, Sonja	New Hire	School-Based Mental Health & Wellness Clinician 8 h/d 5 d/w 228.75 d/y PC# 210070	Prevention & Early Intervention	8/11/21	MT-24
Certificated	Sr. Extension Program	Irwin, Andrea	New Hire	Teacher, Alternative Education 8 h/d 5 d/w 185 d/y PC# 190025	Sr. Extension Program @ Nathaniel Colley CS	8/9/21	T-I-A
Classified	Support Services	Azzolino, Johnny	New Hire	Custodian 8 h/d 5 d/w 244 d/y PC# 210083	Support Services	8/9/21	CL-18-A
Classified	Support Services	Foley, Sandra	Promotion	Lead Custodian 8 h/d 5 d/w 244 d/y PC# 220007	Support Services	8/27/21	CL-23-D

PERSONNEL TRANSACTIONS

September 14, 2021

Classified	Personnel	Foote, Amy	Promotion	Personnel Technician – Credentials 8 h/d 5 d/w 244 d/y PC# 040014	Personnel	8/9/21	CL-29-A
Classified	Administration	Gomez, Alexis	New Hire	Staff Secretary 8 h/d 5 d/w 244 d/y PC# 160037	Administration	9/7/21	CL-23-A
Classified	Special Education	Hale, Samantha	New Hire	Physical/Occupational Therapist 8 h/d 5 d/w 200 d/y PC# 000655	Special Education	11/1/21	CL-47-A
Classified	Student Programs	Jeffery, Essence	New Hire	Office Assistant 8 h/d 5 d/w 244 d/y PC# 130019	Student Programs	8/23/21	CL-17-A
Classified	Early Learning	Koskondy, Sarah	New Hire	Early Head Start Educator 8 h/d 5 d/w 230 d/y PC# 180001	Early Learning	8/23/21	CL-23-A
Classified	Early Learning	Loyless, Lisa	Promotion	Administrative Assistant 8 h/d 5 d/w 244 d/y PC# 160003	Early Learning	8/9/21	CL-29-A
Classified	Business Services	Manzanares, Michael	New Hire	Accounting Technician 8 h/d 5 d/w 244 d/y PC# 000158	Business Services	9/7/21	CL-26-A

TRANSFERS

Group (Mgmt/Cert/Class)	Dept./ Program	Name	Classification	From/To	Effective Date
Certificated	Court & Community Schools	Garvey, Bill	Teacher, Re-Entry	Teacher, Alt. Ed. at Gerber to Teacher, Re-Entry at SCBC	8/3/21
Classified	Student Programs	Adams, Yolanda	Court & Community Transition Specialist	North Area Comm. Schools to Nathaniel Colley HS	8/24/21
Classified	Student Programs	Love, Ferrel	Re-Entry Transition Specialist	Re-Entry Transition Specialist to Yuba/Sutter worksite	8/2/21

LIMITED TERM/TEMPORARY APPOINTMENTS

Group (Mgmt/Cert/Class)	Dept./ Program	Name	Status	Classification	Location	Effective Date/ Duration
Classified	Sly Park	Bustabade, Matthew	Temporary Assignment	Maintenance Custodian	Sly Park	8/24/21 for 6 months
Classified	Support Services	Garcia Sumano, Jose	Limited Term	Custodian	Support Services	8/4/21-6/30/22
Classified	Various	Reynolds, Corrinne	Limited Term	Office Assistant	Various	7/29/21-6/30/22

PERSONNEL TRANSACTIONS

September 14, 2021

Classified	Various	Reynolds, Corrinne	Substitute	Re-Entry Transition Specialist	Various	7/1/21
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SEPARATIONS

Group (Mgmt/Cert/Class)	Type	Name	Classification	Location	Effective Date	Reason for Leaving
Classified	Retirement	Curtin, Edward	Custodian	Leo Palmiter Jr./Sr. High	9/1/21	Retirement
Classified	Resignation	Phillips-Keller, Shani	Coordinator, Research Assessment & Evaluation	C-SAPA	9/10/21	Resignation
Classified	Resignation	Wharton, Rebecca	Maintenance Custodian	Sly Park	9/10/21	Resignation

R E C A P

	Management	Certificated	Classified	Total
Regular Appointments	6	1	9	16
Transfers	0	1	2	3
Limited Term/Temporary Appointments	0	0	4	4
Separations	0	0	3	3
TOTAL	6	2	18	26

SACRAMENTO COUNTY BOARD OF EDUCATION

10474 Mather Boulevard, P.O. Box 269003
Sacramento, CA 95826-9003

Subject: Award of Diplomas	Agenda Item No.: VIII.A.2. Enclosures: 0
Reason: Approval	From: David W. Gordon Prepared By: Jacqueline White Michael Kast Board Meeting Date: 09/14/21

BACKGROUND:

The following students are scheduled to graduate from each of their respective schools and they have completed all requirements for high school graduation:

Nathaniel S. Colley, Sr. High School

Dalinda J. Pope

Cordova Lane Senior Extension

Jasmine Dawn Ahmad

Jessica Rose Lara

El Centro Jr./Sr. High School

5 Candidates

Elinor Lincoln Hickey Jr./Sr. High School

Nigel Ryan Patterson

Elinor Lincoln Hickey Senior Extension

Seth M. Archuleta

Abdullah Chazi Darwish

Cristal A. Gandara-Gonzalez

Isis Laurie Jones

Abdulhadib Rahimi

North Area Senior Extension

A'Tayia Alaahn Felisia Alexander

Tiara Allen

Daiyan Ahmad Anwar

Daija Lanai Williams

Quanisha Wilson

Leo A. Palmiter Jr./Sr. High School

Tylicia Tyson

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends the Board approve the issuance of a high school diploma to the students listed above who have completed all requirements for graduation.

VIII.A.2.1.

**SACRAMENTO COUNTY BOARD OF EDUCATION
CONTRACTS FOR COUNTY BOARD OF EDUCATION APPROVAL
September 14, 2021**

PERSONNEL	<u>Expenditures</u>
The JMH Team, Inc.	
Contractor will provide mentoring services to assist new Sacramento County District Superintendents.	
New	
Dates of Service: 09/15/21 – 06/30/22	
Source of Funds: General Support	\$36,000
SCHOOL OF EDUCATION	
Conscious Teaching	
Contractor will facilitate three virtual professional development trainings for the Teacher Induction Program. These webinars will include topics of best practices in lesson design, student participation, classroom management, and trauma-informed instruction.	
New	
Dates of Service: 09/15/21 – 06/30/22	
Source of Funds: Teacher Induction Program Registration Fees	\$11,400
STUDENT PROGRAMS	
Big Picture Learning (BPL)	
Contractor will provide five days of coaching during the 2021-2022 school year for SCOE community school staff to promote learning through interests/internships, advisory structure, project-based learning, public displays of learning, and strategies for personalization.	
Renewal	
Dates of Service: 09/15/21 – 06/30/22	
Source of Funds: Federal Title II Funds	\$16,250
Dora Dome Law	
Contractor will provide four presentations on suspension and expulsion intervention, distance learning, and Title IX for our school district partners and eight professional learning sessions for SCOE's Community School, Special Education, and Vice Principal Community of Practice Staff. Contractor will also provide general legal guidance in these areas to SCOE staff as needed.	
Renewal	
Dates of Service: 09/15/21 – 06/30/22	
Source of Funds: General Support & State System of Support Funding	\$37,000

STUDENT PROGRAMS Continued

University Enterprises Corp @ California State University San Bernardino for the California Arts Project

Contractor will provide a professional learning program focused on developing educators' visual arts artistic literacy and technical skills for SCOE's Community School Program Staff.

Renewal

Dates of Service: 09/15/21 – 06/30/22

Source of Funds: Federal Title IV Funds

\$5,000

SUPPORT SERVICES

Double B Demolition, Inc.

Contractor will remove, demolish, and dispose of the portable located at 10115 Spaatz Way, Mather, CA 95655.

New

Dates of Services: 09/15/21 – 06/30/22

Source of Funds: General Support

\$19,500

RECAP

	<u>Expenditure</u>
Personnel	\$36,000
School of Education	\$11,400
Student Programs	\$58,250
Support Services	\$19,500
TOTAL	\$125,150

SACRAMENTO COUNTY BOARD OF EDUCATION

10474 Mather Boulevard, P.O. Box 269003
Sacramento, CA 95826-9003

Subject: Public Hearing and Adoption of Resolution No. 21-11 – Determination of Textbooks and/or Instructional Materials Sufficiency Pursuant to Education Code Section 60119	Agenda Item No.: VIII.D. Enclosures: 3
Reason: Public Hearing and Adoption of Instructional Materials Sufficiency Resolution for Community and Special Education Schools	From: David W. Gordon Prepared By: Jacqueline White Michael Kast Board Meeting Date: 09/14/21

BACKGROUND:

The Sacramento County Board of Education is required to hold a public hearing and to determine whether each pupil in SCOE's community and special education schools has sufficient textbooks or instructional materials, or both, in English/language arts, including the English language development component of an adopted program, mathematics, history/social science, and science that are aligned to the state content standards adopted by the State Board of Education (SBE). As part of this determination, the County Board also must determine if each pupil who is actually enrolled in a foreign language or health course has sufficient instructional materials that are consistent with the content and cycles of curriculum frameworks adopted by the SBE. In addition, the County Board must determine if pupils enrolled in a laboratory science course have adequate equipment. The instructional materials inventory is available for inspection by the County Board and public at the hearing.

In accordance with the sufficiency requirements of Education Code Section 60119(c), every pupil in community and special education schools will have sufficient textbooks or instructional materials, or both, in English/language arts, including the English language development component of an adopted program, mathematics, science, and history/social science that are aligned to the state content standards adopted by the SBE. Pupils enrolled in a health course will have sufficient materials. SCOE does not offer foreign language instruction in any grades, nor does SCOE offer science laboratory courses in any of grades 9 through 12. Therefore, SCOE need not maintain science laboratory equipment. Completion of a science laboratory course is not a requirement for high school graduation, though completion of a course in either foreign language or visual or performing arts is a requirement (EC 51225.3). As necessary for completion of this graduation requirement, SCOE students are provided a course in fine arts.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent submits Board Resolution No. 21-11 for consideration and adoption, and with that adoption, the Superintendent shall submit the required certification to the California Department of Education.

VIII.D.1.

SACRAMENTO COUNTY BOARD OF EDUCATION

10474 Mather Boulevard, P.O. Box 269003
Sacramento, CA 95826-9003 916.228.2410

****PLEASE POST****

NOTICE OF PUBLIC HEARING

A public hearing will be held by the Sacramento County Board of Education as required by Education Code Section 60119.

The public hearing is scheduled for **Tuesday, September 14, 2021 at 6:30 p.m.**

PURPOSE

The Sacramento County Board of Education (Board) will determine whether a pupil in community and special education schools operated by the Sacramento County Office of Education (SCOE) has sufficient textbooks and/or instructional materials in mathematics, science, history/social science, and English/language arts, including the English language development component of an adopted program. The Board will also determine if each pupil enrolled in a health course has sufficient textbooks, instructional materials, or equipment. Parents, guardians, teachers, interested community members, employee association members, and administrative staff are invited to provide input.

In compliance with current California Executive Orders and Orders by the Sacramento County Health Officer directing all individuals to stay at home (with limited exceptions not applicable here) and prohibiting all public and private gatherings of any number of people, and Executive Order N-29-20 allowing local legislative bodies to satisfy transparency requirements by holding meetings via teleconference, the Board will conduct this hearing via Zoom video and/or teleconference. Members of the public may access the meeting and provide public comment as follows:

Zoom Video Conference: To view the meeting from a computer, tablet, or smart phone, go to: <https://scoe.zoom.us/j/93916393023>.

To listen by telephone: Primary Number: (669) 900-6833
Secondary Number: (346) 248-7799 Enter the Meeting ID: 939 1639 3023

Public Comment: Members of the public may submit public comment through a Google form at <https://bit.ly/scoe-board-9-14-21>. Written comments received before the public comment portion of the September 14, 2021 meeting will be read during the teleconferenced meeting at appropriate times.

Persons who require reasonable accommodation or modification to observe and/or offer public comment are asked to contact the Superintendent's Office at (916) 228-2410 or wwatson@scoe.net at least 48 hours before the meeting.

The adopted materials inventory is available for review upon request. For more information, please call (916) 228-2410.

SACRAMENTO COUNTY BOARD OF EDUCATION

Resolution No. 21-11

Determination of Textbooks and/or Instructional Materials Sufficiency Pursuant to Education Code Section 60119 for Community and Special Education Schools

September 14, 2021

WHEREAS, the Sacramento County Board of Education (County Board), governing board of the Sacramento County Office of Education (SCOE), in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 14, 2021, after 6:30 p.m., which, therefore, did not take place during or immediately following school hours; and

WHEREAS, the County Board provided a 10-day notice of the public hearing posted in at least three public places within the county that stated the time, place, and purpose of the hearing; and

WHEREAS, the County Board encouraged participation by parents, guardians, teachers, members of the community, and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing and to the County Board at the public meeting detailed the extent to which textbooks or instructional materials aligned to the State academic content standards were provided to all pupils, including English learners, in SCOE community and special education schools; and

WHEREAS, in accordance with Education Code Section 60119(c), sufficient textbooks or instructional materials were provided to each pupil before the end of the eighth week from the first day pupils attended school; and

WHEREAS, the textbooks and instructional materials currently adopted and in use in SCOE community and special education schools are listed in Attachment "A"; and

WHEREAS, in accordance with Education Code Section 60119(c), sufficient textbooks or instructional materials aligned to the State academic content standards were provided to each pupil including English learners, in mathematics, history/social science, science, and English/language arts, including the English language development component of the adopted programs, and where appropriate, consistent with the content and cycles of the curriculum frameworks; and

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in a health course, and these materials were provided to pupils before the end of the eighth week from the first day pupils attended school; and

WHEREAS, laboratory science equipment was not provided because SCOE community and special education schools do not provide laboratory science in any of grades 9 through 12; and

WHEREAS, SCOE community and special education schools do not offer foreign language instruction, and the high school graduation requirement specified in Education Code Section 51225.3(a)(1)(E) is satisfied by providing pupils as necessary, a course in fine arts.

NOW, THEREFORE, BE IT RESOLVED that for the 2021-2022 school year, each pupil in Sacramento County Office of Education community and special education schools have been provided with sufficient textbooks and/or instructional materials aligned to the State academic content standards and as appropriate, consistent with the content and cycles of the curriculum frameworks before the end of the eighth week from the first day pupils attended school as specified in Education Code Section 60119.

PASSED AND ADOPTED at the regular Board meeting of the Sacramento County Board of Education on September 14, 2021 by the following vote:

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

Karina Talamantes, Board President

David W. Gordon, Board Secretary

SACRAMENTO COUNTY BOARD OF EDUCATION

10474 Mather Boulevard, P.O. Box 269003
Sacramento, CA 95826-9003

Subject: Approval of Memorandum of Understanding for the Fortune School of Education Countywide Charter	Agenda Item No.: VIII.E. Enclosures: 37
Reason: Action	From: David W. Gordon Prepared By: Teresa Stinson Board Meeting Date: 09/14/21

BACKGROUND:

On May 18, 2021, the Sacramento County Board of Education (Board) renewed the Fortune School of Education Countywide Charter (Fortune) for another five-year term (2021–2026). After the approval of the original Fortune charter petition and each renewal, the Board has required a Memorandum of Understanding (MOU) to cover matters that have not been addressed or resolved in the charter, and to outline Fortune’s and the Board’s expectations regarding charter oversight, fiscal and administrative responsibilities, and the parties’ legal relationship.

The proposed MOU for Fortune’s 2021–2026 term is attached for the Board’s consideration. This proposed MOU is the same as the 2016-2021 MOU, with the following revisions, which were agreed upon by the Sacramento County Office of Education and Fortune representatives:

- Updates based upon changes in the facts and law. (pp. 1-6, 11-13, 17, 19, 21-23.)
- Removal of provisions that are already addressed in the Fortune charter renewal petition. (pp. 6, 18.)

SUPERINTENDENT’S RECOMMENDATION:

The Superintendent recommends that the Board consider and approve the proposed MOU with the Fortune School of Education Countywide Charter for July 1, 2021 – June 30, 2026.

Style Definition: TOC 1

Style Definition: TOC 2

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MEMORANDUM OF UNDERSTANDING

Between Sacramento County Board of Education,
Sacramento County Office of Education,
And
Fortune School of Education

2021~~16~~ – ~~202~~61

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this 1st day of July, ~~2021~~~~16~~ by and between the Sacramento County Board of Education (hereinafter "SCBE"), the Sacramento County Office of Education (hereinafter "SCOE"), and the Fortune School of Education (hereinafter "Fortune" or "Fortune School"). Hereinafter, SCBE, SCOE, and Fortune School shall be collectively referred to as "the parties."

PURPOSE OF MEMORANDUM OF UNDERSTANDING

The State of California enacted the Charter Schools Act of 1992 authorizing the creation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents, and performance-based accountability.

SCBE authorized the Fortune School Charter for five years (2011–2016), has twice reauthorized it for ~~a~~ subsequent five-year terms (2016–2021) ~~and (2021–2026)~~, and is the authorizing agency of the Fortune Sacramento Countywide Charter School (hereinafter "School"). SCBE hereby delegates to the Sacramento County Superintendent of Schools (hereinafter "Superintendent") and SCOE its obligations to oversee the School under the terms of this MOU, the provisions of the Fortune School Charter, and applicable laws and regulations.

On a continuing basis, SCBE's fundamental interest is to be reasonably assured that the School is:

- Implementing the provisions of the Charter as approved.
- Satisfying all conditions of approval.
- Obeying all requirements of federal, state, and local law that apply to the School.
- Being operated prudently in all respects, including financially.
- Providing a sound education for all of its students.

SCBE recognizes that there are many matters related to the operation of the School, and to effective oversight that are beyond the provisions typically included in the School's Charter. SCBE also acknowledges that the day-to-day operation of the Charter is appropriately carried out by the faculty and staff of Fortune School. This MOU is intended to address those matters that have not been covered or resolved in the Charter, and to provide guidance on the oversight policies and procedures of SCBE as carried out by the Superintendent and SCOE. Further, this MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities, and their legal relationships.

In consideration of the mutual covenants contained herein, the parties agree to the following.

TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall become effective on the date it is fully executed by all parties and shall cover the term of the Charter for five (5) school years, beginning July 1, 20~~21~~¹⁶ and ending June 30, 20~~24~~⁶⁴. The MOU consists of this MOU between SCBE, SCOE, and Fortune School together with Attachments A through ~~DC~~, which are incorporated by reference.

Any modification of this MOU must be in writing and executed by duly authorized representatives of the parties specifically stating the intent of the parties to modify this MOU. Unless otherwise agreed, any modification or amendment of this MOU shall take effect upon signature by all parties.

1. The duly authorized representative of Fortune School is the President/CEO of Fortune School or designee.
2. The duly authorized representative of SCBE is the Board President or SCBE's designee.
3. The duly authorized representative of SCOE is the Superintendent or designee.

Any material amendments to the Charter take effect only if approved by SCBE and according to Education Code section 47607.

This MOU is for the term of the Charter and shall be reviewed as necessary. In the case of changes in laws, the law shall prevail. The parties shall negotiate any necessary changes to the MOU in good faith. Any subsequent modifications will be included as addendums to the MOU. The approved MOU, including any addendums, will continue unless modified and agreed to in writing. This MOU, including any addendums, will expire upon the expiration or revocation of the Charter.

Fortune School may terminate its Charter by providing notice to SCOE by January 15 of the school year preceding the school year in which Fortune School wishes to terminate the operation of its School(s).

TERM OF CHARTER

All schools established under the Charter shall be collectively known as the "School." The School is a public school that shall operate under the renewed Charter approved by SCBE on ~~May 18~~^{December 15}, 20~~21~~¹⁵, and includes the renewal Petition, all appendices and associated budget documents, and all supplemental materials and revisions submitted by Fortune School to SCOE before approval, which are all incorporated by reference as if fully set forth herein (hereinafter "Charter"). ~~SCBE renewed the Charter with conditions of operation.~~

The Charter's five year renewal term expires on June 30, 20~~26~~⁶⁴. During the first ~~two~~^{eight} terms of the charter, Fortune School opened ~~eight~~^{five} campuses in grades TK-~~12~~⁷ in communities throughout Sacramento County – Fortune School, William Lee College Prep, Alan Rowe College Prep, Ephraim Williams College Prep Middle School, ~~and~~ Hazel Mahone College Prep, Rex & Margaret Fortune Early College High School, Fortune Middle School, and Tecoy Porter College Prep.

Fortune School intends to grow to ~~nineseven~~ school campuses by 2025--2026. with approximately 2,315 students in grades TK-12 by 2020-2021.

If at each subsequent school opened, Fortune School fails to meet its projected school enrollment by 10 business days prior to the first day of school, the school will make revisions to its budget to ensure financial solvency while implementing the educational program described in the Charter or will delay opening. If necessary, Fortune School shall provide a modified budget, which reflects the revised enrollment figures, to SCOE no later than 10 business days prior to the first day of school.

Fortune School shall be responsible for all the functions of the School, subject to the Charter, applicable laws and regulations, and to the terms and conditions set forth in this MOU.

The oversight and monitoring of the School shall be in accordance with the law, and as further described in this MOU. Fortune School shall comply with all requirements of SCBE policies and SCOE ARR's, as applied to charter schools.

SECTION 1: GOVERNANCE, POLICIES, AND ORGANIZATIONAL MANAGEMENT

Fortune School is a separate legal entity and neither the SCBE nor SCOE is liable for the debts and obligations of Fortune School. The School will be operated by Fortune School, a nonprofit public benefit corporation, formed and organized pursuant to Part 2 of the Nonprofit Public Benefit Corporation Law. Fortune School shall be governed by a board of directors in accordance with its bylaws and articles of incorporation, as outlined in the Charter (referred to as the Fortune School of Education Board of Directors; hereinafter "Fortune Board of Directors").

Fortune School will use all revenue obtained from state and federal sources intended for the operation of charter schools only for the operations of its charter schools, as specified in the Charter and this MOU. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

It shall be Fortune School's duty and obligation, at its own expense and cost under the direction of the Fortune Board of Directors, to manage, operate, and administer the School approved under the Charter. The parties agree that at all times the School will remain accountable and subject to the oversight of the SCBE, as provided for in the Charter Schools Act, the Charter, this MOU, and SCBE policies and procedures.

No officer or employee of Fortune School has the express, implied or ostensible power or authority to either enter into or bind SCBE or SCOE to a contract or agreement, or in any way not authorized herein, or to extend the credit of SCOE to any third person or party without the express written permission of the Superintendent.

No officer or employee of SCBE or SCOE has the express, implied or ostensible power or authority to either enter into or bind Fortune School to a contract or agreement, or in any way not authorized herein, or to extend the credit of Fortune School to any third person or party without the express written permission of Fortune School.

1.1 Organization

Fortune School shall notify SCOE regarding changes to its board of directors, officers, and governance structure within 30 days following the change.

1.2 Governing Board Activities and Policies

Calendar: Fortune School will provide SCOE with an annual meeting calendar of the Fortune Board of Directors.

Governing Board Meetings: The Fortune Board of Directors is expected to conduct public meetings at the intervals as are necessary to ensure that the Fortune Board of Directors is providing sufficient direction to the School through implementation of effective policies and procedures. The Fortune Board of Directors meetings will be conducted in keeping with the requirements of the Ralph M. Brown Act (Government Code sections 54950–54962; hereinafter “Brown Act”), as modified by Education Code section 47604.1(c), and all applicable laws. The Fortune Board of Directors’ adopted policies, meeting agendas, and minutes shall be maintained and available for public inspection and during site visits.

Brown Act Training: Fortune School will ensure that all members of the Fortune Board of Directors, administrative staff, and any other staff deemed appropriate by Fortune School have participated in Brown Act training. By June 30 of every other year of the term of the Charter, Fortune School will ensure that Brown Act training has been provided to the specified individuals. Subsequent Board members and administrative staff shall also receive Brown Act training when applicable.

Governing Board Policies: The Fortune Board of Directors will maintain policies and procedures to guide the operation of Fortune School and the School. The policies and procedures will include, but are not limited to, the following areas:

- A Conflict of Interest Code, including, but not limited to:
 - (1) Maintain a conflict of interest policy that is consistent with the provisions of the Political Reform Act (Government Code section 87100, et seq.), Government Code section 1090, et seq., as set forth in Education Code section 47604.1, and all applicable laws. ~~applicable to public school districts, for the Fortune Board of Directors, Fortune School, School employees, and applicable contractors to ensure that no action taken by an individual or organization covered by the policy results in actual or apparent conflicts of interest;~~
 - (2) Every other year, ensure all Fortune Board of Directors, Fortune School, and designated employees have participated in conflict of interest training;
 - (3) Maintain a policy prohibiting nepotism; and
 - (4) Provide that all Fortune Board of Directors and designated employees complete and submit the Form 700 paperwork (Statement of Economic Interests, Fair Political Practices Commission) to SCOE or its charter oversight contractor, according to statutory deadlines.
- Public Records: Maintain a policy acknowledging that all records defined in law as public records relating in any way to the operation of the School are public records

subject to the requirements of the Public Records Act (Government Code sections 6250 et seq.) and Education Code section 47604.3.

- Internal Fiscal Control Policies: Fortune School will maintain internal fiscal control policies governing all fiscal activities. A copy of Fortune School's internal control policies and procedures approved by the Fortune Board of Directors will be submitted to SCOE or its charter oversight contractor. Such policies and procedures are subject to review during site visits to verify they are being implemented.

Fortune School shall adopt and apply generally accepted accounting principles. In addition, Fortune School shall adopt and apply fiscal management policies that ensure the School's funds are used to most effectively support the School's mission, and ensure the funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but are not limited to the following:

- Expenditures are authorized by and in accord with amounts specified in the Fortune Board of Directors' adopted budget.
- Fortune School's funds are managed and held in a manner that provides a high degree of protection of Fortune School's assets.
- All transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by SCOE or the California Department of Education (CDE).

Fortune School agrees that it shall establish a fiscal plan for repayment of any loans received by Fortune School in advance of receipt of such loans. It is agreed that all loans sought by Fortune School for the operation of the School shall be the sole responsibility of Fortune School; SCOE shall have no obligation for repayment. Fortune School shall notify SCOE of any debt obligation.

Fortune School shall develop a policy that absolutely prohibits the use of the School's funds for personal use, and a violation of the policy shall result in discipline up to and including dismissal of employees or removal from the Fortune Board of Directors. Fortune School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants or SCOE.

- Parent/Student Handbook: The Handbook shall be consistent with ~~applicable~~the law and ~~the~~ Charter, and include, at a minimum, expectations for student attendance, behavior, and discipline consistent with Education Code ~~section~~ 48900 et seq.; policies and consequences for bullying and harassment; due process rights related to suspension, expulsion, and special education; current non-discrimination requirements; information regarding campus supervision, student pick-up, and visitor procedures; and a description of both informal and formal complaint procedures parents may pursue in the event of disagreements. Amendments to the handbook by Fortune School may be made throughout the year. Fortune School will provide a copy of the parent/student handbook to SCOE and each family at the beginning of each school year.

- Health and Safety Plan: At all times the School is operational, Fortune School will maintain the following:
 - A copy of the health, safety, and emergency plan for students and employees.
 - Evidence staff has been trained in health, safety, and emergency procedures.
 - A calendar of emergency drills for students.

Fortune School will provide training for staff in responding to emergencies and conduct emergency response drills for its students. Fortune School shall develop a health and safety plan which will address at a minimum, fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of students and staff.

The components of the health and safety plan shall include the name of the designated safety person, and provide documentation that the following are in place:

- Injury/illness prevention plan
- Blood-borne pathogen training
- Hazard communication program
- Emergency plan
- Documentation of employee safety training
- Annual safety inspections

1.3 Administration

Recruitment, Enrollment, and Admissions Documentation: Fortune School will provide SCOE the following information ~~by November 1 of each year of operation with each Annual Report~~. During the School's operation, Fortune School will also have the following available for review:

- Procedures for application, the public random drawing, enrollment, and admission.
- Evidence of public random drawing preferences consistent with the requirements of law, the Charter, and SCBE conditions of operation.
- A copy of any application, enrollment forms, and information provided to prospective families.

~~Fortune School shall continue to make every reasonable effort to specifically reach and recruit pupils from diverse racial and ethnic backgrounds in order to enable it to achieve a racial and ethnic balance among its pupils that is reflective of the general population of Sacramento County.~~

Fortune School shall admit all pupils who wish to attend and who are residents of California, if capacity allows. Fortune School shall not request pupil ~~discipline~~ records or

a California Driver's License as part of the application process. Fortune School shall continue to follow the law related to the admission of homeless and foster youth, and shall not require these students to produce records specified in Education Code section 48853.5 or to meet other admissions requirements before being admitted or enrolled. Fortune School will welcome and serve all students who apply or attend, regardless of background and in compliance with the law.

Fortune School's admissions preferences shall be described as in the Charter. Admissions preferences to the School may be modified in order to comply with requirements of the federal Public Charter School Grant Program, if applicable.

Family Educational Rights and Privacy Act (FERPA): Fortune School, its officers, and employees will comply with FERPA at all times. Fortune School will ensure all parents/guardians receive notice regarding their rights under FERPA. It is agreed SCOE has a legitimate educational interest in the education records of the School, and will have access to those records when necessary for monitoring purposes.

School Accountability Report Card (SARC): On or before February 1 of each year, the Fortune School SARC will be posted on the Fortune School website. Fortune School may, but is not required to, use the template developed by CDE and available at www.cde.ca.gov/ta/ac/sa as a guide. The Fortune School SARC will include each of the elements required by law (Education Code section 33126 et seq.), and may present additional pertinent information at its discretion.

1.4 Indemnification, Insurance, and Risk Management

Indemnification: Fortune School shall hold harmless, defend, and indemnify SCBE and SCOE, its officers, employees, volunteers, contractors, and agents ("SCOE Indemnified Parties") from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including all legal fees or costs which actually or allegedly arise in any manner from opening of the School, operation of the School, this MOU, or the operation or activities of Fortune School, its charter schools, or any real or personal property in their care, custody or control. In such cases, Fortune School at its own expense and risk shall defend all legal proceedings that may be brought against it and/or SCBE, SCOE, or its officers, employees, volunteers, and agents and satisfy any resulting judgments, including attorneys' fees and costs, up to the required amounts that may be rendered against any of them.

Insurance and Risk Management: Fortune School shall maintain insurance or indemnity protection that is coextensive with its indemnity obligations, as follows:

- (a) Liability and Fiduciary Liability. Fortune School shall purchase and maintain, on an "occurrence" basis, insurance or indemnity protection that extends coverage for its indemnity obligations above, including insurance or indemnity protection expressly written to coverage claims arising from educator's legal liability, professional liability/errors and omissions liability, directors' and officers' liability, automobile liability, property damage, bodily injury, advertising injury, and personal injury liability, employment liability, employee benefits, products and completed operations liability, and fiduciary liability/crime.

All required indemnity agreements or insurance policies (primary and excess) shall

include:

- (1) A clause stating, "This policy shall not be canceled or reduced until notice has been mailed to SCOE stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 30 calendar days after the date of mailing such notice."
 - (2) With the exception of Fortune School's Workers' Compensation insurance or indemnity agreement, the SCOE Indemnified Parties shall be named as "additional insureds" under the policy or agreement, with such policy or agreement providing primary coverage to that provided to the SCOE Indemnified Parties. Fortune School shall provide SCOE with an additional insured endorsement for each insurance policy required to be purchased pursuant to this MOU. A Certificate of Insurance referencing compliance with this obligation will be insufficient unless Fortune School also provides a copy of its insurance or indemnity agreement that states such coverage will be automatically extended to the SCOE Indemnified Parties upon their receipt of the Certificate of Insurance given the terms and conditions of this MOU; and
 - (3) The insurance liability policy amounts shall be as follows:
 - a. Fortune School shall have a coverage limit of no less than \$5 million per occurrence/claim and \$10 million in the aggregate for the Educator Legal, Professional Liability, General Liability, and Employee Benefits policies. For the Fiduciary Liability and Crime policies, coverage shall be no less than \$1 million per occurrence/claim and \$2 million in the aggregate.
 - (4) No insurance policy or indemnity agreement will be written on a multi-year basis unless each policy year has separate, recoverable limits of liability as stated in this MOU.
 - (5) No insurance policy or indemnity agreement will be purchased or deemed to be in conformity with these obligations unless it has a deductible or self-insured retention no greater than \$10,000 per claim or loss.
- (b) Workers' Compensation. In accordance with the California Labor Code, Fortune School shall purchase and maintain Workers' Compensation insurance covering all employees and volunteers, with a statutory limit of liability. Evidence of such coverage shall be provided in the form of a Certificate of Insurance.
- (c) Property Insurance. Property damage coverage sufficient to replace, at current market value, and with any required or necessary code upgrades, all personal real property (unless excused from providing such coverage by a property owner of leased property), fixtures, and personal property owned or under the care, custody, or control of Fortune School, with SCOE named as a "loss payee" to the extent it has an ownership interest in any such property. Evidence of such coverage shall be provided in the form of a Certificate of Insurance.

(d) Change in Insurance/Indemnity. Should an insurance policy or indemnity agreement expire or be canceled during the period covered by this MOU, Fortune School will ensure that equivalent coverage will be purchased, without lapse, with the other party promptly provided with documents evidencing compliance with these provisions.

~~(d)~~(e) Student Accident Insurance. Fortune School shall either provide, at its own cost or expense, student accident insurance extending protection to each of its students in an amount no less than \$2,500 per student or shall make available to each student and parent information regarding the purchase of such coverage by or through a private insurance provider.

~~(e)~~(f) Claim Management.- Upon notice of a claim or potential claim covered by the indemnity clause, Fortune School will promptly, and before any substantive defense action is undertaken, give notice to SCOE.

In claims that can potentially be transferred to a third party under indemnity or risk transfer agreements, all parties will timely and cooperatively work with one another to tender the claim to such third party and fully protect and pursue their contribution, indemnity and/or subrogation rights. They shall take no action to harm or negate each other's actual or potential right against the third party, its insurer or indemnity provider.

If any of the above required coverage should expire, lapse or be canceled and not be immediately replaced by Fortune School, SCOE shall have the right, but not the obligation, to purchase similar coverage at Fortune School's sole expense.

Fortune School will maintain risk management policies and practices to address reasonably foreseeable occurrences.

1.5 Personnel and Employment Matters

Exclusive Employer: Fortune School is deemed the exclusive employer of the employees of the School for the purposes of the Educational Employment Relations Act (EERA). Fortune School will have sole responsibility for employment, management, dismissal, and discipline of its employees.

Personnel Policies: Fortune School shall adopt and periodically review/update comprehensive personnel policies consistent with the Charter and applicable law. Fortune School will provide SCOE with a copy of the amended handbook upon request, and it may be reviewed during site visits.

Teacher Credentials and Qualifications: All Fortune School teachers shall be fully credentialed in appropriate subject matter in accordance with Education Code section 47605.6(l). SCOE shall monitor credentials and assignments once per year, consistent with the law. At all times the School is operational, Fortune School will have documentation on file (for inspection upon request) of its teachers' credentials, and that its teachers meet all state and federal requirements related to teacher qualifications.

Criminal Records Summaries: Fortune School will submit to the Department of Justice and the Federal Bureau of Investigation criminal background checks and fingerprinting in accordance with applicable law (e.g., Ed. Code, §§ 45125, 45125.01, 45125.1 et seq.).

Fortune School will maintain on file and have available for inspection during site visits evidence that Fortune School has performed required criminal background checks.

Fortune School shall maintain the following documents and make them available to SCOE upon request pursuant to Education Code sections 47604.3 and 47604.4:

- List of all employees verifying fingerprints, physicals, if appropriate, and TB clearance.
- List of certificated employees verifying credentials and expiration dates of credentials.
- Master schedule showing teacher assignments, if applicable.
- Verification that all employees have been provided with relevant Fortune School policies.

1.6 Educational Management Contracts

Prior to entering into a contract with an education management organization (EMO), Fortune School will seek SCBE approval as a material revision to the charter.

1.7 Facilities

Facilities Agreement: Within a reasonable time before the opening of a new school site, Fortune School will provide a written signed agreement (lease, letter of intent, or other similar document) indicating Fortune School's right to use the principal school site, and any ancillary facilities identified by Fortune School. Before the start of school, SCOE or its oversight contractor shall review the proposed school facility for suitability as a school site. The SCBE shall approve school sites before they are opened.

Once the School is open, Fortune School may change facilities only with prior SCBE approval. The SCBE shall not unreasonably withhold approval of a change in facilities. SCOE or its charter oversight contractor shall conduct a site visit prior to students attending the new facilities.

The parties agree that under extraordinary circumstances (e.g., a change of facilities necessitated by fire or natural disaster), Fortune School may take appropriate steps to temporarily change facilities to protect the health and safety of students and staff. Fortune School shall report to SCBE as soon as reasonably possible after such a change of facilities.

Zoning and Occupancy: Before opening a new school site, Fortune School will present evidence that the facility is located in an area properly zoned for operation of a school, and has been cleared for student occupancy by all appropriate local authorities. The facility must meet all applicable health and fire code requirements and zoning laws, or provide evidence that the facility has been exempted from zoning ordinances. Fortune School shall maintain documentation on file, and will furnish to SCOE all local approvals (Education Code section 47610(d)), including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, and approved zoning variances or exemption resolution.

If Fortune School is seeking facilities from the school district in which they are located under Education Code section 47614 (Proposition 39), it will follow applicable statutes and regulations regarding submission of such a request to a school district.

SECTION 2: EDUCATIONAL PERFORMANCE

2.1 Educational Program

At all times the School is operational, Fortune School will have the following information available for review:

- Fortune School's Local Control and Accountability Plan and subsequent updates. Fortune School shall submit its updated LCAP to SCOE by July 1 of each year, and shall post its current LCAP on its website.
- Consistent with the Charter, annual calendar for the school year that includes the number of instructional days, the number of extended learning days, annual instructional minutes offered, and the schedule of professional development activities.
- A daily bell schedule for site-based programs and an academic calendar shall be posted on the Internet.

2.2 Student Achievement Plan-Pupil Outcomes

~~The parties agree this section may be amended upon implementation of after new state and federal accountability systems are implemented.~~

~~Fortune School will not be required to submit a Student Achievement Plan for any school covered by this MOU that has met state and federal performance standards and expectations, both schoolwide and by significant subgroups each year.~~

If any school covered by this MOU fails to meet state and federal performance standards and expectations or fails to improve pupil outcomes as specified in Education Code section 47607.3, ~~it will be required to prepare a Student Achievement Plan (Achievement Plan).~~ ~~If applicable, the requirements of Education Code section 47607.3, and other applicable Education Code provisions shall also apply.~~ ~~The Achievement Plan must be provided to SCOE and available for review by parents and others. The specific requirements of the Achievement Plan will be included in the Student Achievement Plan Guidelines (Attachment B). Fortune School will be responsible for providing an annual progress report on the Achievement Plan.~~

~~Upon approval by SCBE, the School will implement its Achievement Plan which sets forth the School's specific goals, how progress towards and achievement of each goal will be measured, data that will be collected, and proposed expenditures.~~ ~~The Achievement Plan shall no longer be required once Fortune School meets state and federally adopted performance standards and expectations for improvement, including those adopted by the State Board of Education under Education Code 52064.5, for two consecutive years.~~

2.3 Special Education

It is understood by the parties that all children will have access to the School and no student shall be denied admission or asked or encouraged to transfer out of the School due to disability. Fortune School shall comply with all applicable requirements of federal and state law concerning the education of children with disabilities, including the requirements of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Americans with Disabilities Act. Fortune School shall comply with all requirements of its Special Education Local Plan Area (SELPA). Fortune School shall be solely responsible, at its own expense, for compliance with all applicable requirements of federal and state laws with respect to eligible students.

Fortune School shall remain in good standing as a member of a SELPA and shall be solely responsible for providing special education services to its pupils. Fortune School shall be deemed a local education agency (LEA) for the purposes of compliance with federal and state laws and for eligibility for federal and state special education funds. Any intended change in Fortune School's SELPA affiliation or LEA status for purposes of special education during the period of this MOU shall constitute a material change to this MOU, and shall require written notification to and approval from SCBE.

Upon request, Fortune School shall submit special education self-review reports and results to SCOE within 30 days of completion of the special education self-review, if applicable.

Fortune School shall be fully and solely responsible for all special education expenses. In addition to the general indemnification requirement, Fortune School shall hold harmless, defend, and indemnify SCBE, SCOE, its officers, employees, volunteers, and agents from every liability, claim, demand, action, cause of action, suit, loss, expense, penalty, obligation, error, omission, including all legal fees and costs which actually or allegedly arise in any manner from Fortune School's responsibility to provide special education services. In such cases, Fortune School at its own expense and risk shall defend all legal proceedings that may be brought against it and/or SCBE, SCOE, its officers, employees, volunteers, and agents and satisfy any resulting judgments, including attorney fees and costs, up to the required amounts that may be rendered against any of them.

2.4 Independent Study

Fortune has been approved as a site-based School and, absent Executive Order or other legal authorization, must provide a classroom-based instructional program such that at least 80 percent of the instructional time offered by Fortune is at the School site, and Fortune requires the attendance of all students for at least 80 percent of the minimum instructional time offered, unless a material amendment to the Charter is submitted and approved by SCBE to provide nonclassroom-based instruction.

Fortune may on a case-by-case basis use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness of three or more days in duration. Any such independent study will be limited to occasional, incidental instances of extended absences, and must be fully compliant with all independent study statutes and regulations applicable to charter schools.

To the extent that Fortune provides some minimal amount of necessary nonclassroom-based instruction (less than 20 percent of the instructional time), it will meet all requirements of law and regulations applicable to independent study, ~~including Education Code sections 51745 et seq. and applicable regulations~~. These requirements include, but are not limited to, the use of individual student contracts describing the frequency of contact, student/teacher ratios, and evaluation of student work for time value.

In order to claim independent study Average Daily Attendance (ADA) on attendance reporting forms, Fortune School must adopt policies and master agreements, and ensure all forms and procedures are in conformance with independent study statutes (Education Code sections 51745 et seq.) and implementing regulations.

SECTION 3: FISCAL OPERATIONS

3.1 Funding

Fortune School will be directly funded in accordance with Education Code section 47630. Fortune School's Local Control Funding Formula (LCFF) will be calculated in accordance with Education Code sections 47633 et seq. The parties recognize the authority of Fortune School to pursue additional sources of funding.

3.2 Student Attendance Accounting and Reporting

Upon request, Fortune School shall provide written updates on enrollment and ADA to SCOE. Fortune School will continue to use commercially available attendance accounting software ~~(e.g., Power School, SASI)~~ approved by CDE. Fortune School will submit enrollment and attendance data as required to receive apportionment of funding according to the following schedule:

- First 20 Days' Attendance (new schools). Data must be reported to CDE no later than 15 days after the first 20 school days have elapsed. This data is used to calculate the second special apportionment for new charter schools, and represents approximately 24 percent of annual funding.
- First 20 Days' Attendance (continuing charter with new grade levels) by October of each year until expansion completed.
- First Principal (P-1) Apportionment (attendance for all full school months between July 1 and December 31) by **January 5**.
- Second Principal (P-2) Apportionment (attendance for all full school months between July 1 and April 15) by **April 21**.
- Annual Apportionment (attendance for entire school year in full) by **June 30**.

Upon request by SCOE, supporting documentation for attendance accounting and reporting will be available at the School site for audit by SCOE staff. SCOE will give 10 days' notice to Fortune School to plan for the attendance audit.

3.3 Fiscal Monitoring

To the extent required by charter school law, except where specifically noted in this MOU, Fortune School shall develop and monitor its budget in accordance with the adopted and interim reporting periods. Fortune School shall provide necessary documentation to

SCOE in order for SCOE to complete a fiscal solvency review, as it does with school districts within Sacramento County. Corrective action plans shall be completed to remedy any problems identified during the review.

Fortune School will develop and maintain simple check requests and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the Chief Financial Officer or designee who will review the proposed expenditure to determine whether it is consistent with the School's adopted budget.

Additionally, Fortune School shall establish and maintain an inventory of all non-consumable goods and equipment with the original cost of over \$500. This inventory shall include the original purchase price and date, a brief description, vendor name, serial numbers, and other information appropriate for documenting the School's assets. The property will be inventoried by Fortune School on an annual basis and lists of any missing property shall be presented to the President/CEO of Fortune School.

3.4 Revenue and Expenditure Reporting

Fortune School is required by Education Code section 47604.33 to submit periodic reports of revenues, expenditures, and reserves. In order to meet statutory timelines for revenue and expenditure reporting, Fortune School must submit reports to SCOE staff for review according to the following schedule:

- Preliminary budget on or before **July 1 of each year of operation.**
(Note: SCOE may request a revised budget to address any concerns identified during the review of the adopted budget.)
- Unaudited Actuals Report for the prior fiscal year on or before **September 15.**
- First Interim Report (expenditures through October 31) on or before **December 15.**
- Second Interim Report (expenditures through January 31) on or before **March 15.**

The above reports must be submitted to SCOE accompanied by supplemental financial information, including, but not limited to, the following:

- Explanations and budget assumptions for revenues and expenditures.
- Growth in ADA and the impact of the growth on liabilities, facilities, etc.
- Identify all School site employees and respective salary information for each position, including COLA percentage or dollar amount if percentage varies.
- A written summary of any significant changes in the budget or interim reports from one reporting period to the next period.
- Statement of cash flow for the current and subsequent fiscal year.
- Profit and loss statement.
- Disclosure of all multi-year fiscal obligations (e.g., loans, lines of credit) for the next three years.

- Detail of state, federal, and local revenues by source for current and two subsequent fiscal years.
- Identify any potential or contingent liabilities that may affect the budget.
- Compare the change in fund balance for the budget and two prior years, and provide an explanation if the fund balance has declined for the last two fiscal years.

Fortune School is expected to maintain prudent reserves of at least 5% of revenues from the LCFF entitlement for the purpose of economic uncertainty. Should the 5% not be obtained, Fortune School shall provide the reason and a two-year recovery plan to SCOE.

SCOE or its charter oversight contractor may request additional information, as necessary, to evaluate the fiscal condition of Fortune School.

3.5 Annual Audit

By April 1 of each year, in preparation for the annual audit due on December 15, Fortune School must contract with an auditor from the Certified Public Accountants (CPA) Directory, which is published by the State Controller's Office. (Ed Code, § 41020.) The list of CPAs currently designated as active by the State Controller's Office, and who may perform local education audits is available online at cpads.sco.ca.gov. The auditor shall be selected no later than April 1 of the year to be audited. Fortune School shall submit the auditor's name to SCOE upon selection of the auditor.

The audit shall be conducted in accordance with the General Accounting Office (GAO) standards for financial and compliance audits, and in accordance with the audit guide adopted by the Education Audit Appeals Panel. The audit guide is located in the California Code of Regulations, title 5, sections 19810 et seq. or may be accessed online at www.eaap.ca.gov.

By December 15 of each year, Fortune School will submit an annual independent financial audit to the State Controller's Office, the CDE Audit Resolution Office, and SCOE. (Ed. Code, § 47605.6(m).) Fortune School will also submit to SCOE any management letters accompanying the annual audit. Fortune School shall be responsible for developing and implementing an audit resolution plan for any findings/recommendations included in the audit of the prior year. Such plan shall be submitted to SCOE by January 15 for review and approval each year during the term of this MOU.

3.6 Oversight Fees

Fortune School will be charged an oversight fee of actual costs of providing supervision and oversight not to exceed 1% of the LCFF entitlement revenue received by Fortune School in accordance with Education Code section 47613. This fee will be used to offset consultant and administrative costs required for comprehensive oversight, which includes, but is not limited to, the following categories:

- Curriculum and instruction
- Assessment and accountability
- School fiscal review

- Site visitations
- Monitoring
- Reports to SCBE
- Renewal evaluations
- Attendance accounting certification
- Participation in the dispute resolution process
- Revocation processes, if any

The oversight fee will be based on the LCFF entitlement funding provided to Fortune School at the First Principal Apportionment (P-1). Fortune School will receive an invoice in April of each year based upon P-1 data for 95% of the estimated total that is due and payable to SCOE within 30 days of receipt. The invoice will also include an adjustment for the preceding year based upon final revenue for that year and actual costs incurred by SCOE. The invoice for actual costs of supervisorial oversight shall not require itemization of SCOE staff time.

Fortune School may request SCOE provide other contracted services. Should Fortune School seek contracted services from SCOE other than those required by this MOU, Fortune School and SCOE may mutually agree to such services at a negotiated fee. However, SCOE may decline to provide any services not required by this MOU.

3.7 California State Teachers' Retirement System (CalSTRS) / California Public Employees' Retirement System (CalPERS) Reporting

The Charter states Fortune School will not participate in CalSTRS for its certificated staff or CalPERS for its classified personnel. If Fortune School offers any employees of the School the opportunity to participate in CalSTRS or CalPERS, Fortune School will be responsible for submitting a material amendment to the Charter for approval by SCBE, entering into a contract with CalSTRS and/or CalPERS through SCOE, and for meeting other requirements. Such arrangements must be made prior to reporting employees to CalSTRS or CalPERS.

SECTION 4: FULFILLING CHARTER TERMS

4.1 Annual Report

Fortune School shall, in cooperation with SCOE's oversight contractor, provide an annual written report. The annual report shall include:

- Analysis of whether goals included in the approved Charter are being met;
- Analysis of Fortune School's progress toward meeting its Local Control and Accountability Plan (LCAP) goals. (The Charter relies upon Fortune School's LCAP to identify its measurable student outcomes and the method by which pupil progress is measured.)
- Review of all state and federal mandated student assessment data and reports both in aggregate and disaggregated by numerically significant subgroups.

- Progress made toward meeting any state and federal accountability targets, ~~once these are defined by law.~~
- Results of any additional schoolwide internal assessments used by Fortune School.
- Plans to address areas identified as needing improvement by Fortune School.
- Evidence Fortune School is financially sound.
- Information on Fortune School's dissemination of best practices to others.
- Information on how SCBE can support the charter's success during the forthcoming year.
- To the extent not already addressed, all of the following:
 - Summary of major decisions made/policies established by the Fortune Board of Directors in prior academic year, pertaining to the School.
 - Data on level of parent involvement in governance and operation of the School.
 - Summary data from annual student/parent satisfaction survey.
 - Overview of admission practices and the public random lottery, including:
 - Number of students participating in the lottery by school.
 - Number of students actually enrolled.
 - Number of students on waiting lists.
 - Demographics of students enrolled, including summary of gains and losses.
 - Report on any and all expulsions and suspensions during prior year.

Fortune School will also respond to all requests for information from the SCBE, Superintendent, or oversight contractor.

4.2 Material Amendments to Charter

Changes to the Charter deemed to be material amendments may not be made without SCBE consideration and approval pursuant to Education Code section 47607. Amendments to the Charter considered to be material changes include, but are not limited to, the following:

- Substantial changes to the educational program, mission, or vision.
 - Adding or deleting an educational program.
 - Changing to (or adding) a nonclassroom-based program, if originally approved as a classroom-based program.
- Addition or deletion of grades or grade levels to be served.

- Location of facilities and/or new sites.
- Admissions preferences, procedures, or requirements.
- Governance structure.

4.3 Special Terms and Conditions

- SCBE shall approve the location of each additional school site, as required by Education Code section 47605.6(a). SCBE shall not unreasonably withhold approval of the location of additional school sites.
- The Superintendent and/or designee may at any time observe any activities of the School.
- ~~Pupils shall not be requested, encouraged, or required to disenroll from the School based on their academic performance or special education status.~~
- Fortune School shall be subject to Williams monitoring under Education Code section 1240 to the extent applicable i.e., to the extent its schools meet the criteria established for Williams monitoring.

4.4 State Assessments

Fortune School agrees to comply with and adhere to the federal and state requirements for participation and administration of all state mandated tests.

Fortune School must comply with applicable Elementary and Secondary Education Act requirements and statewide assessment and reporting requirements as applicable to charter schools. The timeline must adhere to CDE requirements.

4.5 Site Visits

SCOE or its charter oversight contractor will conduct a site visit prior to the opening of new schools as described in section 1.7, will visit each school at least once each year, and may, in its discretion, informally visit the School more frequently. The site visits will consist of the following:

- SCOE or its charter oversight contractor will conduct one formal site visit to each school annually in order to assess Fortune School's progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the Charter and MOU. The site visits may include review of the facility, review of records maintained by Fortune School, interviews with the school principal, staff, and clients, and observation of instruction in the classroom. Any deficiencies will be reviewed with the Fortune School administration.
- In addition to the annual formal site visit, SCOE or its oversight contractor will visit new schools opened under the Charter within the first 30 days of operation.

Attachment ~~B~~C outlines the expectations for the condition of Fortune school facilities, and includes the checklist that will be used for site visits.

- Fortune School shall use its best efforts to provide authorized entities and persons access to facilities during normal business hours for the purpose of reviewing student records and other documents. Authorized entities and persons include Fortune School, the Superintendent, SCOE or its charter oversight contractor, CDE, auditors, and law enforcement.
- SCOE or its charter oversight contractor reserves the right to make unannounced visits to the School.

4.6 Renewals

Fortune School may seek renewal of its Charter prior to expiration of the term of the Charter in accordance with statutory provisions, SCBE policy, and ARRs. Fortune School will submit its renewal petition for the next charter term ~~with a copy of the most recent Annual Update and Student Achievement Plan (if applicable) to SCBE with a copy to SCOE. Written notice from the Fortune School that it wants to renew its charter should ideally be submitted at the beginning of the school year during which the charter will expire, but must be received no later than 180 days prior to the expiration of the charter.~~

Review and renewal of the Charter shall be based on compliance with the Charter, the requirements of all applicable federal and state laws and regulations, and the terms of this MOU. SCOE will review the Charter Petition, academic and financial performance, audit reports, annual visitation reports, and conduct a renewal site visit prior to scheduling the renewal request for consideration by SCBE. The Charter Petition must be revised in accordance with current statutes and regulations.

After receipt of a charter renewal petition, SCBE shall conduct a public hearing to receive input on whether to extend the Charter.

4.7 Notice to Cure and Revocation

SCBE retains the right to revoke the Charter as set forth in Education Code section 47607.

4.8 Closure Procedures

At all times that the School is operational, Fortune School will maintain a description of the procedures to be used in the event the School closes. Fortune School will follow the closure procedures identified in the charter and in Attachment CD.

SECTION 5: RECORDS

Fortune School shall maintain all records necessary to assist SCOE's oversight and shall make such records available to SCOE or its charter oversight contractor upon request, including, but not limited to, the following:

- Student records of general directory information, academic progress, immunization, and other health records.
- Assessment data for all pupils.

- Individual student disciplinary records and IEPs for students who require special education services.
- Fortune School will provide a calendar and master schedule on a yearly basis.
- All data and reports required by CDE, including California Basic Educational Data System (CBEDS), attendance reports, projected teacher needs, etc.
- Appropriate records of compliance with all applicable workplace safety laws and regulations.
- Information regarding internal and external dispute resolutions during the prior year, subject to applicable law.

Pursuant to Education Code sections 47604.3 and 47604.4, SCOE shall retain authority to investigate any oral or written complaints filed with the Superintendent, including the right to review any relevant student records or other Fortune School records.

Fortune School shall also obtain and work cooperatively to supply SCOE or its charter oversight contractor in a timely and accurate manner with any other information required by SCOE to complete its oversight responsibilities.

SECTION 6: LEGAL SERVICES

Fortune School will be responsible for procuring its own legal counsel and the costs of such service.

SECTION 7: SEVERABILITY

If any provision or any part of this MOU is for any reason held to be invalid and/or unenforceable or contrary to public policy or statute, the remainder of this MOU shall not be affected thereby, and shall remain valid and fully enforceable.

SECTION 8: AMENDMENTS

All terms and provisions of the Charter are hereby incorporated by reference and are made a part of this MOU as if expressly set forth herein. This MOU may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this MOU.

SECTION 9: NON-ASSIGNMENT

No portion of this MOU or the Charter Petition approved by SCBE may be assigned to another entity without the prior written approval of SCBE.

SECTION 10: WAIVER

A waiver of any provision or term of this MOU must be in writing and signed by all parties. Any waiver shall not constitute a waiver of any other provision of this MOU. All parties agree that no party to this MOU waives any of the rights, responsibilities, and privileges established by the Charter Schools Act.

SECTION 11: REQUIRED DISCLOSURES

Fortune School shall immediately notify SCOE of any administrative proceeding, litigation, governmental investigation, or criminal action against the Fortune Board of Directors, Fortune School, its School, or any School employee. Additionally, Fortune School shall immediately notify SCOE of any other matter that could substantially impact the operation of the Charter.

SECTION 12: NOTIFICATION

All notices, requests, required provisions of information, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003
ATTN: General Counsel

Fortune School of Education
2890 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
ATTN: President/CEO

This MOU contains the entire MOU of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or MOUs between the parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no statement, representation, or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the parties herein, or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.

Dated: _____
Margaret Fortune, President/CEO, Fortune School of Education

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Dated: _____
David W. Gordon, Sacramento County Superintendent of Schools
Sacramento County Office of Education

Approved by the Sacramento County Board of Education:

Dated: _____

~~Eleanor L. Brown, Ed.D.~~ Karina Talamantes, President
Sacramento County Board of Education

ATTACHMENT A Charter Petition

Fortune School's ~~20216, —20264~~ Charter Renewal Petition ~~includes the renewal petition~~ and all appendices and supplemental materials submitted by Fortune School as part of its charter renewal are incorporated by reference herein.

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ATTACHMENT B
Student Achievement Plan Guidelines

I. Overview

~~The parties agree that this section may be amended after new state and federal accountability systems are implemented.~~

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ATTACHMENT BG

Facilities Conditions

As part of the selection of a new site or construction of a new site, Fortune is responsible for ensuring the following conditions are addressed.

Facilities are sufficient to accommodate estimated student enrollment and to carry out the curricular and instruction program envisioned in the Charter.	Planning Process
Site has adequate space for the support services the School intends to provide to its students (i.e., nurse, counselors, tutors, after-school programs, etc.).	Planning Process
Facilities include cafeteria or other suitable space for students to eat meals.	Planning Process
Building placement is compatible (i.e., music room is not next to library).	Planning Process
Site is away from freeways, railways, flight patterns, excessive noise, obnoxious odors, unless waived or exempted.	Planning Process
Site has good access and dispersal roads.	Planning Process
If relevant, Facilities are sufficient to accommodate the administrative and business functions, including the storage of student and other records, reports, and documents. Storage units are fire-safe.	Planning Process
Indoor and/or outdoor physical education facilities are sufficient to accommodate the program envisioned in the Charter, as applicable.	Planning Process
Classroom size and layout are related to functions that will be performed in them (i.e., science and computer laboratories, special education, locker rooms, gyms, etc.).	Planning Process
Site has separate bus loading, parking areas, and parent drop-off areas.	Planning Process
Library or other space dedicated to research and study is suitable for the educational program being provided.	Planning Process

Site and facilities are situated to prevent student contact with adults who do not have appropriate clearances as required by Education Code section 44237.	Planning Process
Site has appropriate security (i.e., fencing, adequate lighting, alarms, etc.).	Planning Process

As part of the permitting process, Fortune School is responsible for ensuring the following conditions are addressed:

Facilities operation permits and certificates, including evidence of inspection by a structural engineer (to the extent required by law), fire marshal, and occupancy certificates have been secured.	Permitting Process
Facilities meet requirements of the Americans with Disabilities Act, including (1) accessible routes from outside the school to the entry, and from the school entry to all other buildings, and (2) stairs, ramps, toilets, and signage that meet accessibility standards.	Permitting Process
Certificate that relocatable facilities (portables and modular buildings) meet local seismic safety requirements.	Permitting Process
Lease or permit ensures heating and ventilation systems are adequate for the size of the building and numbers of students.	Permitting Process
Lease or permit ensures electrical system has no major code violations.	Permitting Process
Lease or permit ensures fire alarm system meets applicable local life safety codes; appropriate fire extinguishers exist in the building(s) and inspections are up-to-date.	Permitting Process
Bracing of overhead light fixtures, heating and air conditioning vents, etc., if necessary to comply with local ordinances.	Permitting Process

Within the first 30 days of the opening of a new school and/or as part of an annual site visit, SCOE staff or its oversight agent, shall visit the site and review the following conditions. Any conditions not met shall be addressed by Fortune School in an agreed upon time frame.

School Facility Checklist	Conditions Met	Comments
Facilities are clean, sanitary, and free from conditions that would create a fire, or other hazard.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Graffiti or other signs of vandalism to the building are absent.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Windows and doors are intact and in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Exterior stairs or handrails are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Exits to buildings are free of obstructions.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Restrooms are accessible to students; toilets are clean and operable.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Exit doors, including emergency exits, are free of clutter and readily accessible; doors are secure to prevent intruders into the building.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Interior is free of other hazards that could endanger student safety.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Bookcases, racks, fixtures, etc., are adequately anchored to adjacent structures.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Gas, electrical, water outlets, and appliances are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Classrooms have adequate lighting.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Trees and vegetation provide a clear view of the school; places to hide or to gain unauthorized access to the building are minimized.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

School site is substantially free of litter and clutter.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Lighting, including night time lighting, is sufficient for the educational activities being conducted at the site.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Floors, walls, and ceilings are clean; ceiling tiles are all intact.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Halls and stairs are adequately lighted.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Desks, tables, and chairs are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Classroom areas are visible to teachers at all times; classroom layout is conducive to quick evacuation.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Facilities are generally free of chipped paint, cracked floors, uneven surfaces, mold, and evidence of leaks.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Sidewalks, driveways, and outdoor play areas are relatively free of cracks and uneven surfaces, and are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Perimeter fences are installed as necessary and are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
School exterior needs minimal cosmetic repairs, painting, or additional lighting.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

ATTACHMENT CD

School Closure Procedures Checklist

Item	Description	Responsible Party	Completion Date	Verification
Invoking Closure Procedures				
1	<p>In the case of revocation or non-renewal, SCOE shall notify Fortune School in writing that the closure procedures have been invoked.</p> <p>In the case of voluntary surrender, Fortune School shall notify SCOE in writing that the closure procedures have been invoked.</p>			
Immediate Actions				
2	Fortune School shall immediately notify SCOE of the location of all student and business records. Once closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of SCOE, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Fortune School and SCOE shall each immediately identify an individual who will serve as the single point of contact for the entity regarding the School's close out activities.			

Item	Description	Responsible Party	Completion Date	Verification
Students and Families				
4	Fortune School shall notify each enrolled student's family of the School's closure. Unless SCOE otherwise directs, the notification shall be immediate in the case of a revocation where all appeals have been exhausted, or shall occur within 10 days of the invocation of the closure procedures in the case of closure at the end of the current academic year.			
5	Fortune School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect after all appeals have been exhausted). Fortune School shall publicly announce the impending closure of the School.			
6	If the School continues instruction to the end of the current academic year, report cards shall be issued within seven (7) days of the end of classes.			
7	Fortune School shall notify surrounding school districts within 14 days of the School's forthcoming closure.			
8	Fortune School shall provide information to students and their families regarding alternative public school placements within 30 days of the announcement of the School's forthcoming closure (or immediately in the case of a revocation that takes immediate effect after all appeals have been exhausted).			
9	Fortune School shall offer to provide a copy of each student's cumulative file upon request of the student's family. Fortune School shall provide the copy within five (5) days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.			
10	Fortune School shall comply within seven (7) days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			

Item	Description	Responsible Party	Completion Date	Verification
11	Fortune School shall respond within seven (7) days to inquiries from students, their families, and the media regarding the School's closure, the disposition of student and business records, and the alternative placement available to the students.			
12	Within 14 days of closure, Fortune School shall provide SCOE with a list of students (names, addresses, and phone numbers) in each grade level and the classes they have completed. Fortune School shall identify each student's district of residence, and a notation of where the student's records have been transferred.			
13	Fortune School shall notify its SELPA within 14 days of the closure, complete all documentation necessary for special education students, and transfer copies of the student's records to the appropriate SELPA.			
Student and Business Records				
14	At the point the School is dissolved, and once the final audit is complete, business records of the School shall come under the control of SCOE, which shall distribute, maintain, or dispose of the records as it determines appropriate.			
15	Fortune School shall terminate all present School leases, service agreements, and other contracts not necessary for the closure of the School. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
16	Fortune School shall return grant funds and state and federal funds to their source in accordance with the terms of the grant or state and federal law as appropriate. Within 60 days of closure, Fortune School shall submit a final expenditure report for all grants. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports. Federal Forms 269 and 269a may apply if Fortune School was receiving funds directly from the U.S. Department of Education.			
17	Close all financial records of the School as of the revocation or closure date.			

Item	Description	Responsible Party	Completion Date	Verification
Faculty and Staff				
18	Fortune School shall immediately notify its faculty and staff of the School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after the School closes.			
19	Within 30 days of notice of closure, Fortune School shall provide SCOE with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee and their job duties, and a projection of the funds necessary to (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
20	Within 30 days of notice of closure, Fortune School shall provide SCOE with notice of any outstanding payments to staff, and the method by which Fortune School will make the payments.			
21	If applicable, within 14 days of notice of closure, Fortune School will contact the California State Teachers' Retirement System (CalSTRS), California Public Employees' Retirement System (CalPERS) and SCOE, and follow their procedures for dissolving contracts and reporting. Copy SCOE on all correspondence.			
22	<p>Prior to the final closeout, Fortune School shall do all of the following on behalf of the School's employees:</p> <ul style="list-style-type: none"> • File all final federal, state, and local employer payroll tax returns, and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.) • File the final withholding tax return (Treasury Form 165). 			

Item	Description	Responsible Party	Completion Date	Verification
Assets and Liabilities				
23	Within 30 days of notice of closure, Fortune School shall notify all funding sources (including charitable partners) of the School's impending closure.			
24	Within 30 days of notice of closure, Fortune School shall notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of the School's impending closure.			
25	If Fortune School has any agreements with organizations representing employees, Fortune School shall notify the organizations of the School's closure as may be specified in the agreements.			
26	Fortune School shall notify SCOE within 14 days of all pending litigation to which Fortune School and/or the School is a party. Fortune School shall immediately notify SCOE if litigation is filed thereafter up to the point that the School is formally closed.			
27	Within 30 days of notice of closure, Fortune School shall prepare and deliver to SCOE a comprehensive list of creditors and debtors.			
28	Within 30 days of notice of closure, Fortune School shall prepare and deliver to SCOE a comprehensive inventory of all assets.			

Item	Description	Responsible Party	Completion Date	Verification
29	Within 30 days of notice of closure, Fortune School shall prepare and deliver to SCOE a plan for the proposed disposal of all property owned by the School (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the School, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency, such as another charter school. Assets donated to the School may be returned to donors or disposed of in accordance with donor's wishes. Net assets (after the payment of outstanding liabilities), if any, may be transferred to another public agency, such as another charter school.			
30	Fortune School shall arrange for preliminary (if necessary) and final closure audits to be paid for from the reserve. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office. The audit(s), at a minimum, shall determine the disposition of all assets and liabilities of the School, and shall verify the School's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify the School's comprehensive list of all assets by source, noting any restrictions on each asset's use.			
31	Based on the audit findings, and with the approval of SCBE, Fortune School shall expend any identified assets to liquidate any identified liabilities.			
Dissolution of the School (Corporate) Entity				
32	Following the resolution of all outstanding assets and liabilities, the Charter approved by SCBE shall be dissolved.			

SACRAMENTO COUNTY BOARD OF EDUCATION

10474 Mather Boulevard, P.O. Box 269003
Sacramento, CA 95826-9003

Subject: Revisions to Administrative Rules and Regulations 6158 – Independent Study	Agenda Item No.: VIII.F. Enclosures: 8
Reason: Informational	From: David W. Gordon Prepared By: Teresa Stinson Board Meeting Date: 09/14/21

BACKGROUND:

The Sacramento County Office of Education (SCOE) and the Sacramento County Superintendent of Schools have revised the attached Administrative Rules and Regulations 6158 – Independent Study. The ARR complies with new independent study requirements recently enacted by the Legislature in response to COVID.

This item is provided for information, and no action is required by the Board.



Book	Board Policies and ARR's
Section	6000 Instruction
Title	Independent Study
Code	6158 ARR
Status	Up for Revision
Last Revised	November 1, 2011
Last Reviewed	November 1, 2011
Prior Revised Dates	12/02/97 Drafted, 03/25/98 Reviewed, 04/10/98 Distributed, 01/04/01 Revision #1, 01/12/01 Revision #2, 02/06/01 Reviewed by Legal Counsel, 04/09/01 Distributed, 09/06/11 Review by Cabinet, 11/01/11 Provided to Board as Informational Item (formerly ARR 6152), 11/17/11 Distribution, 08/24/21 Reviewed by Cabinet

The Sacramento County Office of Education (SCOE) shall offer independent study as a means of individualizing the educational plan for pupils whose needs may be best met through study outside the regular classroom. Participation in independent study is a voluntary option for pupils and parents or guardians. For the 2021-2022 school year, SCOE will notify parents and guardians of all enrolled pupils of their option to enroll their child in in-person or independent study instruction during the 2021-2022 school year. This notice shall be posted on the SCOE's website, and shall include, at a minimum, information about the right to request a pupil-parent-educator conference before enrollment, pupil rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a pupil will have access to as part of independent study. (Education Code 51747)

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

I. Content and Access

SCOE's independent study program shall provide participating pupils with standards-aligned content substantially equivalent in quality and quantity to in-person instruction. For high school pupils, this shall include access to all courses offered by SCOE for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria.

II. Written Agreements

A written agreement shall be developed and implemented for each pupil participating in independent study for three or more consecutive school days. The agreement shall include, but not be limited to, all of the following:

- A. General pupil data, including the pupil's name, address, grade level, birth date, school of enrollment, and program placement.
- B. The manner, frequency, days, times, and places for submitting the pupil's completed assignments, or reporting his/her progress, and communicating with a pupil's parent or guardian regarding the pupil's academic progress.
- C. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- D. The specific resources that will be made available to the pupil including materials and personnel, and access to internet connectivity and devices adequate to participate in the educational program and complete assigned work.
- E. An explanation of the expected level of satisfactory educational progress and the maximum length of time allowed between the time an independent study assignment is given and the date by which the pupil must submit the assigned work. The maximum time-frame for submission of assignments for all grade levels within SCOE programs shall be no more than 20 days. However, when necessary based upon the specific circumstances of the pupil's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. This extension of time must be approved by all parties in advance of the original assignment deadline and documented in writing within the independent study agreement.
- F. A statement that three (3) missed assignments will initiate an evaluation of whether the pupil should be permitted to continue in the independent study program.
- G. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement, with a maximum of one year.
- H. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion of the work assigned.
- I. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- J. A statement that independent study is an optional educational alternative in which no pupil may be required to participate.
- K. In the case of a suspended or expelled pupil who is referred or assigned to the school, class, or program pursuant to Education Code 48915 or 48917, the agreement shall also include a statement that instruction may be provided to the pupil only if the pupil is offered the alternative of classroom instruction.
- L. Before the commencement of independent study, the agreement shall be signed and dated by the pupil, the pupil's parent, guardian, or caregiver if the pupil is under age 18 years, the certificated employee responsible for the general

supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. However, for the 2021-2021 school year, SCOE shall obtain the signed agreement no later than 30 days after the first day of instruction.

A current, signed, written agreement must be maintained on file for each pupil participating in independent study. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

III. Assignments and Evaluation

The maximum length of time allowed between the time an independent study assignment is given and the date by which the pupil must submit the assigned work shall be no more than 20 school days in all grades levels and programs. However, when necessary based on the pupil's specific circumstances and program, the Superintendent or designee may allow for a longer period of time. An evaluation shall be conducted to determine whether it is in a pupil's best interest to remain in independent study whenever the pupil fails to make satisfactory educational progress and/or misses three assignments.

Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

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

A written record of the evaluation will be treated as a mandatory interim pupil record and maintained for a period of three years from the date of the evaluation. If a pupil transfers to another California public school, the record will be forwarded to that school.

IV. Synchronous Instruction

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

- A. For pupils in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
- B. For pupils in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
- C. For pupils in grades 9-12, opportunities for at least weekly synchronous instruction.

V. Re-engagement Strategies

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

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

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

VI. **Records**

The Superintendent or designee shall ensure that all legally required records are maintained for audit purposes.

~~This Administrative Rules and Regulations (ARR) is intended to implement Board Policy 6158, Education Code (EC) section 51745 et seq., and applicable regulations.~~

~~Criteria for Student Participation~~

~~The Sacramento County Office of Education (SCOE) believes that students in SCOE programs are often better served by receiving instruction in a classroom setting. Independent study shall offer a means of individualizing the educational plan for students whose needs may be best met through study outside the regular classroom.~~

~~Provided that experienced certificated staff are available to effectively supervise students in independent study, the Sacramento County Superintendent of Schools (Superintendent) or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the school is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful.~~

~~Participation in independent study is a voluntary option for students and parents/guardians /caregivers. Students who are interested in independent study may contact SCOE instructional staff. Approval for participation shall be based upon, but not limited to, the following criteria:~~

~~An acceptable reason for requesting independent study (e.g., employment, transportation, or~~

~~personal necessity).~~

~~Evidence that the student will work independently to complete the program.~~

~~Availability of a certificated teacher to supervise the student effectively.~~

~~Written permission from the parent/guardian/caregiver for the student to enroll in the program prior to the commencement of independent study.~~

~~General Requirements~~

~~SCOE's independent study curriculum shall meet State Content Standards.~~

~~SCOE's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete SCOE's adopted course of study within the customary time frame.~~

~~Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges.~~

~~No student shall be required or coerced to participate in independent study. Classroom instruction shall always be an available option for each student.~~

~~Individuals with exceptional needs, as defined in EC 56026, may participate in independent study only when his/her Individualized Education Program (IEP) specifically provides for such participation.~~

~~Students enrolling in independent study must be residents of Sacramento County or an immediately adjacent county. Students must be enrolled at a SCOE school or program as a condition of participating in independent study.~~

~~SCOE shall not provide independent study students and parents/ guardians with funds or items of value that are not provided for other students and parents/guardians in the county.~~

~~Independent study in the SCOE programs may be offered to students 19 or 20 years of age ONLY if they have been continuously enrolled in school since their 18th birthday and are making steady progress towards a high school diploma.~~

~~A temporarily disabled student shall not receive individual instruction pursuant to EC 48206.3 by means of independent study.~~

~~Each student's independent study shall be coordinated, evaluated and under the general supervision of a certificated teacher of SCOE who possesses a valid certification document, in accordance with EC 46300(a) and who meets the requirements of the No Child Left Behind (NCLB) Act as "highly qualified" in the subject area.~~

~~Apportionment credit for independent study may be claimed only to the extent of the time value of the student's work products as personally judged in each instance by a certificated teacher.~~

~~SCOE will ensure that average daily attendance (ADA) for independent study remains within student-teacher ratio statutory limits. This ratio will be calculated at least once a year.~~

~~No course included among the courses required for high school graduation under EC 51225.3 shall be offered exclusively through independent study.~~

~~SCOE will comply with all legal requirements for independent study.~~

~~Written Agreements and Assignments~~

~~A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. The agreement shall be reviewed, signed and dated by each participating student, parent/guardian/caregiver and teacher. The agreement shall include, but not be limited to, all of the following:~~

~~General student data, including the student's name, address, grade level, birth date, school of enrollment, student identification number, and program placement.~~

~~The manner, frequency, days, times, and places for submitting the student's completed assignments and for reporting his/her progress.~~

~~The objectives and methods of study for the student's work, and the methods used to evaluate that work.~~

~~The specific materials and other resources that will be made available to the student, including the availability of staff to provide assistance and support.~~

~~A statement that the maximum length of time allowed between the time an independent study assignment is given and the date by which the student must submit the assigned work shall its completion will be no more than 20 school days for Community School Grades 7-12 and that three (3) missed assignments will initiate an evaluation of whether the student should be permitted to continue in the independent study program. This applies to all grade levels within the Community School program. However, when necessary based upon the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, not to exceed six (6) weeks. This extension of time must be approved by all parties in advance of the original assignment deadline and documented in writing within the independent study agreement.~~

~~The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester. A valid independent study agreement shall be of duration of at least five (5) days, but not longer than one semester.~~

~~A statement of the subject(s) and the number of course credits, or other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion of the work assigned. Additional subjects/courses may be added to the master agreement if the agreement is re-signed and re-dated by the teacher and the student.~~

~~A statement that independent study is an optional educational alternative in which no student may be required to participate. If the student has been referred or assigned to the school, class, or program pursuant to EC 48915 or 48917, the agreement shall also include a statement that independent study offered is also available through classroom instruction, if the student so chooses.~~

~~Before enrollment and beginning the independent study program, each written agreement shall be signed and dated by the student, the parent/ guardian/caregiver of the student under 18 years of age,~~

~~the certificated supervising teacher designated as the responsible individual for the supervision of the independent study student, and all persons who have direct responsibility for providing assistance to the student.~~

~~SCOE will not claim independent study ADA funding for expelled or suspended students unless classroom instruction is made continuously available to the student as an alternative and this option is stated in the independent study agreement.~~

~~An independent study student must be assigned a full day's worth of work equivalent to that which he/she would be assigned in the classroom, which is 240 minutes for Community School Grades 7-12.~~

~~Supportive Strategies~~

~~The certificated independent study teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. When an independent study student fails to attend a scheduled conference or to submit an assignment on time, one or more of the following options may be implemented:~~

~~A letter shall be sent to the student and/or parent/guardian, as appropriate with a copy of said letter placed in the student's independent study file.~~

~~A special meeting between the student, supervising certificated teacher and/or principal, including the parent/guardian, as appropriate, shall be scheduled and held to discuss identified issues.~~

~~An increase in the amount of time the student works under the direct supervision of the certificated independent study teacher at the designated program site.~~

~~When the student has missed the number of assignments specified in the written agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether the independent study is appropriate for the student. The outcome of this evaluation may result in the termination of the independent study agreement, with the student's return to regular or alternative instructional program.~~

~~Records~~

~~The Superintendent or designee shall ensure that records are maintained for audit purposes. The following records (not all-inclusive) shall be retained for at least three (3) fiscal years, excluding the current fiscal year, in order for the County Office to receive apportionment for independent study:~~

~~A copy of SCOE Board Policy 6158 and Administrative Rules and Regulations 6158.~~

~~A file for each independent study student containing:~~

~~a master agreement and student work assignment record;~~

~~representative samples of completed student work that has been evaluated, signed, and dated by the certificated independent study teacher;~~

~~a record of grades, apportionment credit and other evaluations of independent study assignment;~~

~~a record of any evaluations conducted by the certificated independent study teacher.~~

VIII.F.8.

~~If the student transfers to another California public school, the record shall be forwarded to that school.~~

~~A permanent record of the student transcript for high school students.~~

~~A separate listing of the students, by grade level, program, and school, who have participated in independent study. This listing shall identify units of the curriculum attempted and completed by students in grades K-8, and identify course credits attempted by and awarded to students in grades 9-12, as specified in their written agreements.~~

~~An independent study attendance register separate from all other attendance records, and maintained on a current basis as time values of student work products are personally judged and evaluated by the certificated independent study teacher.~~

~~A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in the written agreement shall be treated as a mandatory interim student record, which shall be maintained for three years from the date of the evaluation.~~

~~A list of independent study teachers that includes their teaching assignments.~~

Legal Reference:

EDUCATION CODE

46300 et seq. Average Daily Attendance
48915 Expulsion, Special Circumstances
48917 Suspension of Order to Expel
51745 et seq. Independent Study

CALIFORNIA CODE OF REGULATIONS, TITLE 5

11700 et seq. Independent Study

SACRAMENTO COUNTY BOARD OF EDUCATION

10474 Mather Boulevard, P.O. Box 269003
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Subject: Revisions to Board Bylaw 8222 (Renumbered 9222) – Orientation of New Board Member	Agenda Item No.: VIII.G. Enclosures: 2
Reason: Second Reading and Adoption of Board Bylaw Revisions	From: Policy Committee Prepared By: Teresa Stinson Board Meeting Date: 09/14/21

BACKGROUND:

Attached are proposed revisions to Board Bylaw 8222 (Renumbered 9222) – Orientation of New Board Member. All proposed revisions are indicated by strikeouts and bold underlined additions.

A brief summary of the rationale and basis for the proposed revisions follows:

- The proposed bylaw revisions update the orientation opportunities for new Board members.

The Policy Committee reviewed Board Bylaw 8222 (Renumbered 9222) – Orientation of New Board Member on July 13, 2021 and recommended that the revised bylaw be presented to the Board for First Reading. The First Reading of the revised bylaw occurred at the August 10, 2021 meeting.

SUPERINTENDENT’S RECOMMENDATION:

The Superintendent recommends that the Board of Education hear the Second Reading and adopt the proposed revisions to Board Bylaw 8222 (Renumbered 9222) – Orientation of New Board Member.



Book	Board Policies and ARRs
Section	8000 Bylaws of the Board
Title	Orientation of New Board Member
Code	8222 BB Renumbered 9222 BB
Status	Second Reading
Adopted	August 15, 1989
Last Revised	August 15, 1989
Last Reviewed	August 15, 1989
Prior Revised Dates	03/24/89 Draft, 05/24/89 Revised, 06/13/89 Revised Number, 07/11/89 Revised, 07/18/89 First Reading, 08/15/89 Second Reading, 08/15/89 Approved, 07/13/21 Reviewed by Policy Committee, 08/10/21 First Reading,

The County Board of Education and County Office shall assist each new trustee-elect and provisional appointee in understanding the County's Board of Education functions, policies, and procedures before taking office. The following activities are suggested:

1. The Board President and the County Superintendent shall invite give the new member to meet to the following information and handbooks:

- material on Review the responsibilities of a Board member and provide information on Board protocols, events, opportunities, calendars, and other Board related matters;
- Review and provide access to including a set of current bylaws, policies, rules and regulations;
- Provide the Board agenda and other materials pertinent to County Board of Education meetings, and explain their use;
- Provide information and guidance for County Board members published by the California County Boards of Education, California School Boards Association, and/or National School Boards Association.
- "Boardsmanship, A Guide for California School Board Members," published by the California School Boards Association;
- "California County Boards of Education, A Handbook for County Board Members;" and
- "Becoming A Better Board Member," published by the National School Boards Association.

2. After being elected or appointed, but prior to being seated, new County Board of Education members shall be invited to meet with the Board President or designee and to attend all County Board of Education meetings and to participate in all County Board of Education discussions. During this period, the new County Board of Education member shall have no voting privileges.

3. The County Superintendent shall supply new County Board of Education members with a packet, including the agenda and other materials pertinent to County Board of Education meetings,

~~and shall explain their use.~~

3.~~4.~~ Prior to taking office, new County Board of Education members shall be invited to meet with the County Superintendent, and other appropriate personnel to discuss the services and programs which are provided by the County Office.

4.~~5.~~ New members shall be encouraged to attend orientation meetings organized by the California School Boards Association.

SACRAMENTO COUNTY BOARD OF EDUCATION

10474 Mather Boulevard, P.O. Box 269003
Sacramento, CA 95826-9003

Subject: Revisions to Board Bylaw 8260 (Renumbered 9260) – Board Compensation	Agenda Item No.: VIII.H. Enclosures: 2
Reason: Second Reading and Adoption of Board Bylaw Revisions	From: Policy Committee Prepared By: Teresa Stinson Board Meeting Date: 09/14/21

BACKGROUND:

Attached are proposed revisions to Board Bylaw 8260 (Renumbered 9260) – Board Compensation. All proposed revisions are indicated by strikeouts and bold underlined additions.

A brief summary of the rationale and basis for the proposed revisions follows:

- The proposed revisions update the bylaw to reflect current law and practice.

The Policy Committee reviewed Board Bylaw 8260 (Renumbered 9260) – Board Compensation on July 13, 2021 and recommended that the revised bylaw be presented to the Board for First Reading. The First Reading of the revised bylaw occurred at the August 10, 2021 meeting.

SUPERINTENDENT’S RECOMMENDATION:

The Superintendent recommends that the Board of Education hear the Second Reading and adopt the proposed revisions to Board Bylaw 8260 (Renumbered 9260) – Board Compensation.



Book	Board Policies and ARRs
Section	8000 Bylaws of the Board
Title	Board Compensation
Code	8260 BB Renumbered 9260 BB
Status	Second Reading
Adopted	June 6, 1989
Last Revised	September 19, 2000
Last Reviewed	September 19, 2000
Prior Revised Dates	03/23/89 Draft, 05/16/89 First Reading, 06/06/89 Second Reading, 06/06/89 APPROVED - 6/20/89 w/D. Meaney for rewording per H.Wrenn, 11/20/96 Draft Revision - effective 1/1/97 per AB 1201, Chapter 1148, 01/14/97 Revision - First Reading, 02/04/97 Second Reading, 02/04/97 Approved, 08/16/00Draft – Revision, 09/19/00 First Reading, 07/13/21 Reviewed by Policy Committee, 08/10/21 First Reading,

Members of the County Board of Education shall be entitled to receive compensation, as provided by Education Code section 1090, to be prorated when members fail to attend any regular or special meeting during that month. A Board member may be compensated for any meeting for which he/she is absent if the Board by resolution duly adopted and included within its minutes find that at the time of the meeting, he or she was either:

- A. performing services outside the meeting on behalf of the board, or;
- B. was ill or on jury duty; or;
- C. the absence was due to a hardship deemed acceptable by the board.

No member shall **receive** additional compensation, as provided by Education Code section 1090, for attending meetings in any one month.

On an annual basis, the Board may increase the compensation of individual board members, in an amount not to exceed 5 percent based on the present monthly rate of compensation. Any increase shall be effective upon the date approved by the Board. The Board's action may be rejected by a majority of Sacramento County voters in a referendum established for that purpose.

Any member not desiring to be fully or partially compensated shall file a written statement with the Secretary of the County Board of Education indicating nonacceptance of payment for serving as a County Board of Education member.

County Board of Education members **will receive a benefit allowance, not to exceed the fringe benefit allowance provided to SCOE management personnel, which members may use for SCOE health, dental, vision, and/or life insurance benefit coverage.** ~~are entitled to the same~~

~~fringe benefit compensations as those afforded management personnel.~~

SACRAMENTO COUNTY BOARD OF EDUCATION

10474 Mather Boulevard, P.O. Box 269003
Sacramento, CA 95826-9003

Subject: Update SCOE's Vision, Mission, and Goals	Agenda Item No.: VIII.I. Enclosures: 0
Reason: Informational	From: David W. Gordon Prepared By: Dr. Nancy Herota Board Meeting Date: 09/14/21

BACKGROUND:

The Sacramento County Office of Education (SCOE) has always been guided by the mission and goals created in partnership with SCOE leadership and its Board of Trustees. Whether it is a professional learning activity, resources for educators, or information for families and our community, SCOE helps ensure schools operate in an efficient, service-oriented manner while keeping the focus on equity, high expectations, and student achievement.

A continuation of the discussion initiated at the August 10, 2021 Board meeting will be facilitated by Monica Eisel. Feedback received at the August 10, 2021 meeting is being incorporated into the proposed revised mission statement and will be available for consideration and further discussion as we work together to ensure our mission statement accurately reflects how SCOE is unique, where we place our values, and why we do what we do. The revised mission statement will be provided to the Board prior to the September 14 meeting.

This item is provided for information, and no action is required by the Board. Future discussion sessions will be scheduled as needed until the revisions are completed.