

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

Amended Agenda

Added to the Agenda:

Item 2.A. Presentations – Korean War Armistice Day, June 25, 1950 (Dell Pratt, CMSgt, USAF (Retired) Napa County Veterans Services Officer.

Item 5.H. Board Approval Resolution 2024-19 Korean War Armistice Day.

The Napa County Board of Education will hold a regular meeting on Tuesday, July 16, 2024, at 3:30 p.m., at the Napa County Office of Education, 2121 Imola Avenue, Napa, CA. **Members of the public may attend the meeting in-person or virtually. Please view Public Participation information below.**

Board Member will be participating remotely from 11730 Kallgren Road NE, Bainbridge Island, WA 98110-3322

This hybrid meeting will be conducted with a mixture of in-person and remote attendance.

<https://napacoe.zoom.us/j/85404848681>

1. ORGANIZATION

- A. Call to Order
- B. Flag Salute
- C. Public Participation

Members of the public are invited to participate in person or can join by computer, tablet, smartphone, or telephone. Remote access can be achieved by following the instructions below:

Join from PC, Mac, Linux, iOS or Android:

You are invited to a Zoom webinar.

When: July 16, 2024, 2024 03:30 PM Pacific Time (US and Canada)

Topic: NCOE July 16 Board Meeting

Join from a PC, Mac, iPad, iPhone or Android device:

Please click the link below to join the webinar:

<https://napacoe.zoom.us/j/85404848681>

Or One tap mobile :

US: +16699006833,,85404848681# or +16694449171,,85404848681#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 669 444 9171 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646

558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968

Webinar ID: 854 0484 8681

International numbers available: <https://napacoe.zoom.us/j/kFD1RNcZp>

- D. Welcome to Visitors
- E. Approval of Agenda
- F. Approval of Minutes – June 18, 2024
- G. Public Comment

Members of the public wishing to provide public comment must request to be called upon using one of the following options:

- i. using the chat feature on the web conference to send a request to meeting hosts, or
- ii. using the hand raising feature in the participant panel on the web conference, or hand raising if in-person attendance, or,
- iii. emailing a request to jschultz@napacoe.org or smorris@napacoe.org.

Comments by the Public for Items on the Agenda: Anyone may provide public comment to the Board in support of, or in opposition to, any item being presented to the Board for consideration on the agenda during the Board’s consideration of the item. Individuals shall be allowed up to three minutes for their presentation.

Comments by the Public for Items NOT on the Agenda: Suggestions, comments, and requests may be presented to the Board at this time, for items not on the agenda, on those subjects over which the Board has jurisdiction. Normally, the Board will take no action on any topic at this time. Individuals shall be allowed up to three minutes for their presentations.

2. PRESENTATIONS

- A. Korean War Armistice Day (Dell Pratt, CMSgt, USAF (Retired), Napa County Veterans Services Officer)

3. CORRESPONDENCE, COMMUNICATONS, AND REPORTS

The Superintendent and/or Board members may report miscellaneous items for information purposes.

4. CONSENT AGENDA ITEMS

Background information on these items is provided to the Board prior to the meeting. Action is taken by a common motion without discussion unless discussion of an item(s) is requested by a Board member(s).

- A. Temporary County Certificates: Education Code Section 44332 authorizes the issuance of Temporary County Certificates for the purpose of authorizing salary payments to employees whose credential applications are being processed. (Josh Schultz, Deputy Superintendent)
- B. Approval of Resolution 2024-16: Board Member Compensation. Napa County Board of Education Bylaw 9250(a) provides for compensation to its Board members for attending

meetings. The Bylaw further provides for compensation to members who miss meetings of the Board while performing designated services for the county or absent because of illness, jury duty or a hardship deemed acceptable by the Board. (Josh Schultz, Deputy Superintendent)

5. ACTION ITEMS

- A. Board Approval Resolution 2024-17: AmeriCorps VIP 2024-2025 “AmeriCorps Volunteer Infrastructure Program” (VIP) AmeriCorps Program Contract. The Board will be asked to approve Resolution 2024-17: AmeriCorps VIP 2024-2025 “AmeriCorps Volunteer Infrastructure Program” (VIP) AmeriCorps Program Contract in the amount of \$1,800,000. (Josh Schultz, Deputy Superintendent).
- B. Board Approval Resolution 2024-18: CalSERVES Expanded Learning 2024-2025 “CalSERVES AmeriCorps Expanded Learning” AmeriCorps Program Contract. The Board will be asked to approve Resolution 2024-18: CalSERVES Expanded Learning 2024-2025 “CalSERVES AmeriCorps Expanded Learning” AmeriCorps Program Contract in the amount of \$463,068. (Josh Schultz, Deputy Superintendent).
- C. Board Approval of Consolidated Application and Reporting System (CARS) 2024-2025 Application for Funding Categorical Aid Programs. The Board will be asked to approve the Consolidated Application for Funding Categorical Aid Programs. (Josh Schultz, Deputy Superintendent).
- D. Board Approval of the Arts, Music, and Instructional Materials Discretionary Block Grant Plan. The Board will be asked to approve the Arts, Music, and Instructional Materials Discretionary Block Grant Plan. (Josh Schultz, Deputy Superintendent).
- E. Board Approval Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2023-24. The Board will be asked to approve Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2023-24. (Josh Schultz, Deputy Superintendent).
- F. Board Approval of a Memorandum of Understanding (MOU) Between NCOE and the Mayacamas Countywide Middle School (MCMS). The Board will be asked to approve a Memorandum of Understanding (MOU) Between NCOE and the Mayacamas Countywide Middle School (MCMS). (Josh Schultz, Deputy Superintendent).
- G. Board Approval to Call for an Election or Pursue a Provisional Appointment to fill the Board Vacancy in Trustee Area 4. (Josh Schultz, Deputy Superintendent).
- H. Board Approval Resolution 2024-19 Korean War Armistice Day. The Board will be asked to approve Resolution 2024-19 Korean War Armistice Day. (Josh Schultz, Deputy Superintendent)

6. SCHEDULED MATTER

Discussion, review, and direction regarding:

- A. Possible motion of support of state and federal legislative updates and positions on legislation. (Jennifer Kresge, Board Trustee)

7. INFORMATION ITEMS

- A. Personnel Activity Report: vacancies, listing of personnel appointments, terminations, transfers, etc. (Josh Schultz, Deputy Superintendent)
- B. First Reading Board Policy 0410 Nondiscrimination in County Office Programs and Activities. (Josh Schultz, Deputy Superintendent)
- C. Williams Uniform Complaints Procedures Quarterly Report (Josh Schultz, Deputy Superintendent)
- D. Board Retreat (Don Huffman, Board President)

8. FUTURE AGENDA ITEMS:

9. NEXT MEETING OF THE NAPA COUNTY BOARD OF EDUCATION

The regular meeting of the Napa County Board of Education will be held August 6, 2024.

10. ADJOURNMENT

In compliance with the American with Disabilities Act, if special assistance is needed to participate in this meeting, contact the Napa County Office of Education (NCOE) at 253-6810. Notification forty-eight hours prior to the meeting will enable the NCOE to make reasonable arrangements to ensure accessibility to this meeting. I HEREBY CERTIFY THE AGENDA FOR THE STATED MEETING WAS POSTED ON THE NCOE WEBSITE AND IN NCOE'S DISPLAY CASE AT 2121 IMOLA AVENUE, NAPA, CA 94559, and the Napa Preschool site, Friday, July 12, 2024. Informational material is available for review at the NCOE.

NCOE Board of Education

Ellen Sitter, Recording Secretary

**MEETING OF THE NAPA COUNTY BOARD OF EDUCATION
Tuesday, June 18, 2024**

Members present

Jean Donaldson, Janna Waldinger, Don Huffman, Ann Cash, Sindy Biederman

Remote Attendance: Jennifer Kresge

Absent: Gerry Parrott

1. ORGANIZATION

A. CALL TO ORDER

President Huffman called the meeting to order at 3:30 p.m.

B. FLAG SALUTE

The salute to the Flag was led by Julie McClure.

C. PUBLIC PARTICIPATION

President Huffman reviewed the instructions for public participation via teleconference.

D. WELCOME TO VISITORS

Visitors were welcomed to the meeting.

E. APPROVAL OF AGENDA

On a motion by Ms. Waldinger and a second by Mrs. Cash, the Agenda for the June 4, 2024 meeting was approved. Ayes - Mr. Donaldson, Mrs. Cash, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. Noes – None. Mrs. Kresge did not vote.

F. APPROVAL OF MINUTES

On a motion by Mrs. Biederman and a second by Ms. Waldinger, the Minutes from the June 4, 2024 meeting were amended to include Training for the Board in Item 8. Future Agenda Items; and, to correct the spelling of Dr. Lisa Chu's name in Item 2.A. Presentations. Ayes - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mrs. Cash, Mr. Huffman. Noes – None. Mrs. Kresge did not vote.

G. Public Comment was given.

2. PRESENTATIONS

- A. Veronica Jimenez, Early Childhood Special Education Teacher, and Larisa Kuchta, Physical Therapist, Napa Infant Program presented on the home health care services provided to children and families.
- B. Julie McClure, Associate Superintendent, introduced the programs selected for the Golden Bell Nominations: Napa Infant Program's Napa Plays; Lead to

Literacy Program; and, Explore NCOE Program. Each of the representatives from the nominated programs reported on their program.

3. CORRESPONDENCE, COMMUNICATIONS, AND REPORTS

- Mrs. Biederman reported that she attended the Camille Creek graduation and the American Canyon Middle School graduation.
- Ms. Waldinger reported that she attended the Camille Creek graduation and the Mayacamas 8th grade graduation.
- Dr. Nemko reported that she attended the Mayacamas graduation and noted that the graduates described how grateful they were to find a school where they fit.
- Dr. Nemko reported that she attended the Camille Creek graduation, and noted that Camille Creek has once again received the WASC accreditation, and the next WASC visit will be in 2027.
- Dr. Nemko reported that the CDE contracts are moving along. Dr. Nemko further noted disappointment that the funding for IEEEP (Early Childhood Special Education) was not approved.
- Dr. Nemko reported that we have 32 educators from several districts coming to the Museum of Tolerance tour on June 24.
- Dr. Nemko reported that she is part of Pro-Inclusion Napa that meets once a month. Dr. Nemko noted that Stefanie LaMarca, counselor of Valley Oak, is also a part of the group, and the group is currently encouraging students to design posters with positive messages.
- Dr. Nemko reported that Lucy Edward's program is going to be at Chartwell in Seaside for literacy training next week. Dr. Nemko further reported that Chartwell will be coming to the NCOE in August for three days of training for our local people.
- Dr. Nemko reminded the Board of the article in the CSBA Bulletin reporting that Sonoma County received 9 million dollars in Golden Gate Pathways Funding, and Napa County Office of Education and NVUSD received 6.8 million dollars in Golden Gate Pathways Funding.
- Dr. Nemko reported that discussions are happening now about implementing Ellyn Elson's *Reading Volunteer Program* for 3rd grade at Shearer Elementary next year.
- Dr. Nemko reported that the NCOE had the Juneteenth celebration today and that the office will be closed on June 19 to mark the federal holiday.
- Mrs. Cash reported that she attended the NCOE Pride Day and NCOE Teacher of the Year/NCOE Classified Staff of the Year event at the NCOE.
- Dr. Nemko reported that the new court date for a preliminary ruling initially set for June 11 in Napa Superior Court has been moved to June 26 at 8:30 a.m.

4. ACTION ITEMS

- A. On a motion by Ms. Waldinger and a second by Mrs. Biederman, the Board approved the Local Control and Accountability Plan (LCAP) 2024-25 through

2026-27. *Ayes* - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman.
Noes – None.

B. On a motion by Ms. Waldinger and a second by Mr. Donaldson, the Board approved the Final 2024-2025 Budget. *Ayes* – Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. *Noes* – None.

C. On a motion by Ms. Waldinger and a second by Mrs. Biederman, the Board approved the Golden Bell Nominations for the Napa Infant Program’s Napa Plays; Lead to Literacy Program;,, and Explore NCOE Program. *Ayes* - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. *Noes* – None.

D. On a motion by Ms. Waldinger and a second by Mrs. Biederman, the Board approved the 2024-2027 Plan for Providing Educational Services to Expelled Pupils. *Ayes* - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. *Noes* – None.

E. On a motion by Mr. Donaldson and a second by Mrs. Biederman, the Board approved the Workplace Violence Prevention Plan. *Ayes* - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. *Noes* – None.

5. SCHEDULED MATTER

Mrs. Kresge reported on Senate Bill 274 *Keep Students in School* and Senate Bill 291 *What Recess Means*.

6. INFORMATION ITEMS

A. Lucy Edwards, Director, Continuous Improvement and Academic Support, and Nancy Dempsey, Director, Juvenile Court and Community Schools, presented the annual report on LCFF Local Indicators.

B. Lucy Edwards, Director, Continuous Improvement and Academic Support and Nancy Dempsey, Director, Juvenile Court and Community Schools, presented the Napa County Office of Education 2024-2025 District Summary Report.

C. Board President Huffman reviewed the Board Self-Evaluation process and requested Board feedback regarding points of direction. Mr. Huffman suggested a training session or Board retreat.

Mrs. Kresge suggested a Board retreat or training and a facilitator.

7. FUTURE AGENDA ITEMS: Board Retreat

8. NEXT MEETINGS OF THE NAPA COUNTY BOARD OF EDUCATION

The next regular meeting of the Napa County Board of Education will be held Tuesday, July 16, 2024.

9. ADJOURNMENT

There being no further business, the meeting was adjourned at 5:38 p.m.

Respectfully submitted,
Barbara Nemko, Secretary
es

Approved _____ Date _____

MEETING OF THE NAPA COUNTY BOARD OF EDUCATION
Tuesday, June 4, 2024

Members present

Jean Donaldson, Janna Waldinger, Don Huffman, Sindy Biederman
Absent: Jennifer Kresge, Ann Cash, Gerry Parrott

1. ORGANIZATION

A. CALL TO ORDER

President Huffman called the meeting to order at 3:30 p.m.

B. FLAG SALUTE

The salute to the Flag was led by the American Canyon Middle School Robotics Team.

C. PUBLIC PARTICIPATION

President Huffman reviewed the instructions for public participation via teleconference.

D. WELCOME TO VISITORS

Visitors were welcomed to the meeting.

E. APPROVAL OF AGENDA

On a motion by Mrs. Biederman and a second by Mr. Donaldson, the Agenda for the June 4, 2024 meeting was approved. Ayes - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. Noes - None.

F. APPROVAL OF MINUTES

On a motion by Mrs. Biederman and a second by Mr. Donaldson, the Minutes from the May 7, 2024 meeting were approved. Ayes - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. Noes - None.

G. Public Comment was given.

2. PRESENTATIONS

- A. Lisa Chew, Trustee for NVUSD introduced Tammy Lee, American Canyon Middle School Math and Robotics Teacher. Ms. Lee's students demonstrated their "from nothing to something" projects using scraps of wood from Kreysler and Associates, a manufacturing firm that creates unique industrial applications for commercial architectural and art projects.
- B. Dr. Nemko welcomed guests to the 2024 NCOE Teacher of the Year and NCOE Classified School Employees of the Year event. Dr. Nemko noted the new process for Teacher of the Year and Classified School Employees of the

Year is for each district to make their own choice for nominees and then have their own celebration.

Joy Greenlee, Special Education Teacher at the Sattui Preschool, is the NCOE Teacher of the Year. Darrell Whitacre, Director, Early Childhood Services, congratulated Ms. Greenlee on her award.

Seana Wagner, Director, Communications, introduced the NCOE Classified School Employees of the Year, and the Supervisors for each nominee congratulated their staff.

The Board recessed to celebrate the Teacher of the Year and Classified School Employees of the Year, with cake.

- C. Nancy Dempsey, Director, Juvenile Court and Community Schools, reported on the two-year Verizon Innovative Learning Initiative Grant awarded to Camille Creek. The grant is designed to increase digital equity for our students.
- D. Laura Gilbert, Senior Program Manager AmeriCorps National Service, and Aeryn Jungerman, Program Coordinator, VIP, reported on the NCOE's Employee Volunteer Program designed to encourage NCOE employees to become involved in the community.
- E. A Public Hearing was opened at 4:47 p.m. on the proposed Local Control and Accountability Plan (LCAP). The proposed LCAP is presented for the purpose of accepting public input prior to the adoption of the final budget at the June 18, 2024 Board meeting.

There was no public comment given.

The Public Hearing elicited no comments from the public and was closed at 5:12 p.m.

- F. A Public Hearing was opened at 5:13 p.m. on the Napa County Office of Education's proposed 2024-2025 budget. The proposed budget is presented for the purpose of accepting public input prior to the adoption of the final budget at the June 18, 2024 Board meeting.

There was no public comment given.

The Public Hearing elicited no comments from the public and was closed at 5:40 p.m.

3. CORRESPONDENCE, COMMUNICATIONS, AND REPORTS

- Dr. Nemko reported on upcoming NCOE staff events and invited the Board to attend any of these events.
- Dr. Nemko reported that the Resolution Proclaiming LGBTQ+ Pride Month, which our staff had enlarged and framed, is now on display on the wall in the conference room.
- Dr. Nemko reported that the Museum of Tolerance professional learning trip is planned for June 24-25, and 33 educators from around the county will attend.
- Dr. Nemko reported that the NCOE Human Resources has developed a new program where they visit offsite staff to incorporate them into staff activities in the administrative office.
- Dr. Nemko reported that we have a weeklong training over the summer in Monterey at Chartwell School with a grant that takes care of three counties. Dr. Nemko invited the Board to come on June 26 to sit in on the training and partake in the event that evening at the Monterey Aquarium.
- Dr. Nemko reported that we had sent the middle school students from Howell Mountain and Pope Valley to see the electrical apprenticeship program in Napa that Tom Torlakson started. Students can earn and learn at the same time. The Principal at Mayacamas will visit the apprenticeship program for plumbers and steam fitters in Vacaville, and in the fall the students will visit the program.
- Dr. Nemko reported we are working with NVC and the childcare program to possibly move a classroom to our campus.
- Dr. Nemko reported that St. Helena Primary School was recognized for their collaboration work within the school. They had been working with a company called Solution Tree which provided the school with a flag.
- Dr. Nemko reported on the Superintendent's Fund donations.

4. CONSENT AGENDA ITEMS

A. On a motion by Ms. Waldinger and a second by Mr. Donaldson, the Board approved Consent Agenda Item 7.A. (Temporary County Certificates). *Ayes* - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. *Noes* - None.

B. No action was taken on Consent Agenda Item 7.B. (Board Member Compensation).

5. ACTION ITEMS

A. On a motion by Mr. Donaldson and a second by Mrs. Biederman, the Board approved Board Bylaw 9150 Student Board Members. *Ayes* - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. *Noes* - None.

B. On a motion by Ms. Waldinger and a second by Mr. Donaldson, the Board approved Resolution 2024-12 Determination of Responsibility for the Cost of Candidate Statements in the November 5, 2024 Trustee Election. Ayes – Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. Noes – None.

C. On a motion by Ms. Waldinger and a second by Mr. Donaldson, the Board approved Resolution 2024-13 Specifying the Conduct of the Election for Governing Board Members to be held on November 5, 2024. Ayes - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. Noes – None.

D. On a motion by Mrs. Biederman and a second by Ms. Waldinger, the Board approved Resolution 2024-14 Proclaiming LGBTQ+ Pride Month. Ayes - Mr. Donaldson, Mrs. Biederman, Ms. Waldinger, Mr. Huffman. Noes – None.

Public comment was given.

6. SCHEDULED MATTER

Scheduled Matter was tabled to the next meeting.

7. INFORMATION ITEMS

- A. The Personnel Activity Report was presented.
- B. Mr. Schultz presented the CDE Approval of NCOE’s Second Interim Report.
- C. Ms. McClure reminded the Board that Form 470 for Elections is due by July 31.

8. FUTURE AGENDA ITEMS:

9. NEXT MEETINGS OF THE NAPA COUNTY BOARD OF EDUCATION

The next regular meeting of the Napa County Board of Education will be held Tuesday, June 18, 2024.

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:05 p.m.

Respectfully submitted,
Barbara Nemko, Secretary
es

Approved _____ Date _____

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D.

Item 4-A
July 16, 2024

TITLE:

Temporary County Certificates

HISTORY:

Education Code Section 44332 authorizes the issuance of Temporary County Certificates for the purpose of authorizing salary payments to certificated employees whose credential applications are being processed. The applicant must make a statement under oath that he or she has duly filed an application for a credential and that to the best of his or her knowledge no reason exists why a certificate should not be issued.

CURRENT PROPOSAL:

Consider approval of Temporary County Certificates. Such certificate shall be valid for not more than one calendar year from the date of issuance. In no event shall a Temporary Certificate be valid beyond the time that the commission either issues or denies the originally requested credential or permit. Therefore, it is necessary to process these certificates in a timely manner. This authorization extends to all public-school districts under the Napa County Office of Education jurisdiction.

FUNDING SOURCE:

Not Applicable

RECOMMENDATION:

It is recommended that the Napa County Board of Education approve the issuance of the Temporary County Certificates presented at this **July 16, 2024** meeting.

Prepared by: Sarah White, Credentials Analyst
07/08/2024

**NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko Ph.D.**

TO: **Napa County Board of Education**
FROM: **Sarah White, Credentials Analyst**

DATE: **July 16,2024**
Item 4-A

NAPA COUNTY OFFICE OF EDUCATION

<u>NAME</u>	<u>TYPE</u>	<u>DOJ CLEARED</u>	Waiver 72-HR
			Public Notice
			YES

NAPA VALLEY UNIFIED SCHOOL DISTRICT

<u>NAME</u>	<u>TYPE</u>	<u>DOJ CLEARED</u>
Lloyd, Shannon	CD permit- Site Sup	8/5/2022
McLead Burns, Alison	WV ADMIN SERVICES	12/24/2007
Olson, Signe	MS cred	5/22/2024
Hanson, Katherine	MS cred	6/20/2023

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

Item: 5.A.
July 16, 2024

TITLE:

VIP Resolution 2024-17 AmeriCorps VIP 2024-2025 "AmeriCorps Volunteer Infrastructure Program" (VIP) AmeriCorps Program Contract

HISTORY:

The CalSERVES project, under the direction of Sara Sitch, operates an AmeriCorps funded program for the Napa County Office of Education. "CalSERVES Volunteer Infrastructure Program" utilizes AmeriCorps members to provide volunteer capacity building in non-profits and educational organizations. CalSERVES is funded under competitive grant programs every three years, but funds are actually awarded in annual contract increments.

CURRENT PROPOSAL:

This resolution is required in order to accept the 2024-2025 contracts and funding for the VIP Project up to the amount of \$1,800,000.

FUNDING SOURCE:

The Corporation for National and Community Service's AmeriCorps program awards funds to the State of California's community service agency, CaliforniaVolunteers – Office of the Governor (CV). CV then sub-awards funds to NCOE and other entities running AmeriCorps programs in California.

SPECIFIC RECOMMENDATION:

It is recommended that the Board adopt Resolution 2024-17 acknowledging and accepting responsibility for the grant awards and the contracts for the grant awards, approving the term and dollar amount of the contracts, and appointing the Superintendent and/or Chief Business Official to act on the behalf of the Board.

PREPARED BY:

Sara Sitch, Program Director
July 16, 2024

**NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent**

Item 5.A.

**CalSERVES 2024-2025 “CalSERVES Volunteer Infrastructure Program”
(VIP) AmeriCorps Program Contract
Resolution 2024-17**

BE IT RESOLVED BY THE NAPA COUNTY BOARD OF EDUCATION,
GOVERNING BODY FOR THE NAPA COUNTY OFFICE OF EDUCATION, THAT

Barbara Nemko, Ph.D., County Superintendent of Schools,

OR

Joshua Schultz, Deputy Superintendent of Schools

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance in an amount not to exceed \$1,800,000 to operate the CalSERVES VIP AmeriCorps Program Contract in 2024-2025.

Passed and approved this July 16, 2024.

CERTIFICATION

I, Don Huffman, duly elected and President of the NAPA COUNTY BOARD OF EDUCATION, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the NAPA COUNTY BOARD OF EDUCATION, governing body of the NAPA COUNTY OFFICE OF EDUCATION on July 16, 2024.

Date: _____

Don Huffman, President, Napa County Board of Education

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

Item: 5.B.
July 16, 2024

TITLE:

CalSERVES EXL Resolution 2024-18 AmeriCorps EXL 2024-2025 Volunteer AmeriCorps Program Contract

HISTORY:

The CalSERVES project, under the direction of Sara Sitch, operates an AmeriCorps funded program for the Napa County Office of Education. "CalSERVES Volunteer Infrastructure Program" utilizes AmeriCorps members to provide volunteer capacity building in non-profits and educational organizations. CalSERVES is funded under competitive grant programs every three years, but funds are actually awarded in annual contract increments.

CURRENT PROPOSAL:

This resolution is required in order to accept the 2024-2025 contracts and funding for the VIP Project up to the amount of \$463,068.

FUNDING SOURCE:

The Corporation for National and Community Service's AmeriCorps program awards funds to the State of California's community service agency, CaliforniaVolunteers – Office of the Governor (CV). CV then sub-awards funds to NCOE and other entities running AmeriCorps programs in California.

SPECIFIC RECOMMENDATION:

It is recommended that the Board adopt Resolution 2024-18 acknowledging and accepting responsibility for the grant awards and the contracts for the grant awards, approving the term and dollar amount of the contracts, and appointing the Superintendent and/or Chief Business Official to act on the behalf of the Board.

PREPARED BY:

Sara Sitch, Program Director
July 16, 2024

**NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent**

Item 5.B.

**CalSERVES 2023-2024 “CalSERVES Expanded Learning” Contract
Resolution 2024-18**

BE IT RESOLVED BY THE NAPA COUNTY BOARD OF EDUCATION,
GOVERNING BODY FOR THE NAPA COUNTY OFFICE OF EDUCATION, THAT

Barbara Nemko, Ph.D., County Superintendent of Schools,

OR

Joshua Schultz, Deputy Superintendent of Schools

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance in an amount not to exceed \$463,068 to operate the CalSERVES Expanded Learning Project in 2024-2025.

Passed and approved this July 16, 2024.

CERTIFICATION

I, Don Huffman duly elected and President of the NAPA COUNTY BOARD OF EDUCATION, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the NAPA COUNTY BOARD OF EDUCATION, governing body of the NAPA COUNTY OFFICE OF EDUCATION on July 16, 2024.

Date: _____

Don Huffman, President, Napa County Board of Education

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

Item 5.C.

July 16, 2024

TITLE:

Approval of the Consolidated Application and Reporting System's (CARS) 2024-2025 Application for Funding Categorical Aid Programs

HISTORY:

Each year the Napa County Office of Education (NCOE) must file an application to receive categorical aid funding. In 2023-2024 the NCOE received funding in Title I, Parts A and D for the Court and Community Schools.

CURRENT PROPOSAL:

The application for funding to the California Department of Education opens on May 1, 2024.

FUNDING SOURCE:

Not applicable.

SPECIFIC RECOMMENDATION:

It is recommended that the Napa County Board of Education approve submission of the 2024-2025 Application for Funding of Consolidated Categorical Aid Programs.

Prepared by: Nancy Dempsey

May 30, 2024

TITLE: Board Approval of the Arts, Music, and Instructional Materials Discretionary Block Grant Plan

HISTORY:

The Arts, Music, and Instructional Materials Discretionary Block Grant was funded pursuant to Section 134 of Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022). Funding is provided to obtain standards-aligned professional development and instructional materials in specified areas, obtain professional development on improving school culture, develop diverse and culturally relevant book collections, operational costs, and purchase COVID personal protective equipment.

NCOE's allocation is \$55,313 for use by the Juvenile Court and Community School program. Funds are available for expenditure through the end of 2025-26.

NCOE's Arts, Music, and Instructional Materials Discretionary Block Grant Plan is as follow:

Arts, Music, and Instructional Materials Discretionary Block Grant Expenditure Plan:

Total planned expenditures are \$55,313. NCOE shall expend the funds in fiscal years 2023-24, 2024-25, and 2025-26.

Use of Funds

Pursuant to Section 134(a) of AB 181 as amended by Section 56 of AB 185, funds will be used to:

1. Obtain standards-aligned professional development and instructional materials, which includes but is not limited to, books for school libraries and classrooms, in the following subject areas:
 - a. Visual and performing arts
 - b. World languages
 - c. Mathematics
 - d. Science, including environmental literacy
 - e. English language arts, including early literacy
 - f. Ethnic studies
 - g. Financial literacy, including the content specified in Education Code Section 51284.5
 - h. Media Literacy
 - i. Computer Science
 - j. History-social science
2. Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on de-escalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.
3. Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

4. Operational costs, including but not limited, to retirement and health care cost increases.
5. In relation to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

CURRENT PROPOSAL: Approve the Arts, Music, and Instructional Materials Discretionary Block Grant Expenditure Plan.

FUNDING SOURCE: Arts, Music, and Instructional Materials Discretionary Block Grant.

PREPARED BY: Josh Schultz, Deputy Superintendent/CBO

TITLE:

Approval of the 2023-24 Napa COE Proposition 28 Art and Music in Schools Annual Report.

HISTORY:

On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act. The legislation allocates 1 percent of the kindergarten through grade twelve (K–12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year. Funds are meant to provide additional art education programs at each school site. Arts education programs includes (but is not limited to) instruction and training, supplies, materials, and arts educational partnership programs for instruction in dance, media arts, music, theatre, and visual arts including folk art, painting, sculpture, photography, craft arts, creative expression including graphic arts and design, computer coding, animation, music composition, ensembles, script writing, costume design, film, and video.

California Education Code Section 8820(g)(4) states that Local Educational Agencies (LEAs) must present and certify an annual report of the services provided, submit the annual report to the California Department of Education (CDE), and post the report to the LEA's website. The report includes the number of full-time equivalent teachers, classified personnel, and teaching aides; the number of pupils served; and the number of school sites providing arts education programs with AMS funds.

Expenditure amounts are not included in the annual report. California Education Code (EC) Section 8820(f) governs the expenditure period for Arts and Music in Schools (AMS) funds, and it indicates that allocated funds are available for use for up to three fiscal years. At the end of the third year, the amount of unexpended funds shall be reported to the California Department of Education (CDE) on the AMS Portal by October 1. Unexpended funds will be collected by the CDE and allocated to all LEAs in the following fiscal year.

FUNDING SOURCE:

Proposition 28: Art and Music in Schools Funding
2023-24 Allocation: \$96,384

SPECIFIC RECOMMENDATION:

Recommend the Governing Board certify the 2023-24 Napa COE Proposition 28 Art and Music in Schools Annual Report.

PREPARED BY:

Josh Schultz, Deputy Superintendent

JS:kb

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2023-24

Name: Napa Co. Office of Education
CDS Code: 2810280-0000000
Allocation Year: 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

No programs were provided in 2023-24 using these funds. All school sites used one-time funding to support their art and music programs. Prop 28 funds will be utilized beginning in 2024-25,

2. Number of full-time equivalent teachers (certificated).	0.0
3. Number of full-time equivalent personnel (classified).	0.0
4. Number of full-time equivalent teaching aides.	0.0
5. Number of students served.	0
6. Number of school sites providing arts education.	0

Date of Approval by Governing Board/Body 7/16/2024 12:00:00 AM

Annual Report Data URL

<https://napacoe.org/legal-financial-documents/>

Submission Date 7/10/2024 8:55:33 PM

**NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent**

Item 5.F.

July 16, 2024

TITLE: Board Approval of a Memorandum of Understanding (MOU) Between NCOE and the Mayacamas Countywide Middle School (MCMS)

HISTORY:

It is generally considered best practice for charter authorizers to enter into an MOU with a charter school it authorizes to clarify the working relationship between the two parties regarding the operations of the charter school and the oversight of the charter by the authorizer. The MOU presented to the Board for approval is largely identical to the MOU in place with Mayacamas Charter Middle School, except for changes needed to reflect a countywide charter and changes to approval dates, etc.

CURRENT PROPOSAL:

Requesting Board review and approval of the attached MOU.

FUNDING SOURCE:

NCOE unrestricted General Fund.

SPECIFIC RECOMMENDATION:

Board approval of the MOU.

Prepared by: Josh Schultz
7/11/24

**MEMORANDUM OF UNDERSTANDING
REGARDING CHARTER SCHOOL OVERSIGHT AND OPERATIONS
by and between
NAPA COUNTY BOARD OF EDUCATION, NAPA COUNTY OFFICE OF
EDUCATION,
AND
THE NAPA FOUNDATION FOR OPTIONS IN EDUCATION
(OPERATING MAYACAMAS COUNTYWIDE MIDDLE SCHOOL)**

This Memorandum of Understanding (“Agreement”) is executed by and between the Napa County Board of Education (“County Board”) and the Napa County Superintendent of Schools (“Superintendent”), collectively referred to herein as the Napa County Office of Education (“NCOE”), and The Napa Foundation for Options in Education, a California Nonprofit Public Benefit Corporation (“Foundation”), operating Mayacamas Countywide Middle School (“MCMS”).

I. RECITALS

- A. The County Board is a body elected pursuant to Education Code Section 1007 to govern the NCOE, in accordance with Education Code Section 1042, collaboratively with the County Superintendent, an elected county officer.
- B. The NCOE is a county office of education existing under the laws of the State of California. The NCOE has independent constitutional and statutory duties and responsibilities from those of the County Board.
- C. The Foundation is a non-profit public benefit corporation, operating MCMS, a charter public school formed and operating in accordance with state law and under the oversight of the NCOE. The Foundation shall be responsible for, and have all rights and benefits attributable to, MCMS as further outlined herein, and where this Agreement obligates the MCMS to a particular course of action, the Foundation is coextensively required to fulfill such obligation. Hereinafter, Mayacamas Countywide Middle School and the Foundation are collectively referred to as the “Charter School”.
- D. The NCOE is the authorizing agency of the MCMS. On March 5, 2024, the NCOE Board of Education passed Resolution 2024-05, conditionally approving the Petition for MCMS for a five-year term, from July 1, 2024 to June 30, 2029 (“Term”). On May 7, 2024, the NCOE Board of Education finalized approval by affirming that the conditions under Resolution 2024-05 were met.
- E. This Agreement is intended to outline the agreement of the Charter School and the NCOE governing their respective fiscal, legal, and administrative responsibilities, their legal relationships and operation of Charter School.
- F. The terms of this Agreement are intended by both parties to become part of the standards and procedures set forth in the Charter School’s Charter

granted final approval on May 7, 2024 ("Charter").

- G. Charter School recognizes that NCOE at all times retains the right to provide notice of revocation in accordance with the Charter School Act of 1992, and a reasonable opportunity to cure any deficiencies in compliance with the approved Charter, this Agreement, and State law.

II. AGREEMENTS

A. Term

1. Along with the Charter, this Agreement will govern Charter School's operation of MCMS and its relationship with the NCOE.
2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both NCOE and Charter School, ratified by their respective Boards, and must indicate intent to modify or amend this Agreement.
3. The duly authorized representative of Charter School is either of the Co-Presidents or any designee thereof.
4. The duly authorized representative of the NCOE is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the NCOE, unless the Superintendent delegates this function to another employee of the NCOE.
5. This Agreement shall commence retroactively on July 1, 2024 and shall expire on June 30, 2029, subject to and effective upon approval of the parties' respective governing boards, and effective until terminated in accordance with this Agreement.
6. By March 1 of each year of this Agreement beginning in 2025, both parties shall present any proposed revisions to this MOU. Both parties recognize the importance of ensuring an up-to-date MOU is in place for each school year and will make a good faith effort to finalize agreed upon changes to the MOU by June 1 of each year, to take effect the following fiscal year. If there is no agreement approved by both Boards by June 30 of each year, this MOU will extend by one year except those provisions made applicable to a specified year shall not extend.
7. This Agreement shall terminate automatically upon closure of Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure

processes are completed, including completion of a final audit as required by law.

8. Failure to comply with the material terms of the Agreement, as defined below, may constitute a material violation of the conditions, standards, or procedures set forth in the Charter in accordance with Education Code section 47607(f)(1). Obligations contained within this Agreement that mandate compliance with all applicable local, state and federal laws; compliance with applicable funding and contracting rules and requirements; applicable board governance, transparency and accountability requirements; Charter School insurance and indemnity coverage; Charter School personnel-related practices; and applicable student rights and protections are all material terms of this Agreement. Where specific timelines or responsiveness regarding reports or other evidence of compliance are set forth herein, a persistent, ongoing pattern of disregarding such timelines shall also be considered material.

B. State Funding under Local Control Funding Formula

1. The Charter School will be funded in accordance with the Local Control Funding Formula ("LCFF") and the Charter Schools Act.
2. LCFF includes accountability requirements. Charter School shall develop, adopt, and annually update a Local Control and Accountability Plan ("LCAP") using the SBE template approved for this purpose, with an annual update to be adopted each July 1 during the Term, in accordance with Education Code section 47606.5.
3. Charter School shall comply with the requirements of law in developing its LCAP including but not limited to:
 - a. Consultation with teachers, principals, administrators, other school personnel, parents and pupils;
 - b. Provide notice of the opportunity to submit written communication, consider stakeholder input, and approve in public meetings brought in conformity with the Brown Act;
 - c. Adopt LCAP concurrent with the Charter School's budget, submit to CDE and post on website.
4. Charter School shall comply with all accountability measures including the LCAP evaluation rubrics as may be revised by SBE from time to time, as well as the following:
 - a. SBE regulations including but not limited to all requirements "to increase and improve" services for targeted students.
 - b. Obtain parent and public input in developing, revising, and updating LCAPs.
 - c. Submit the LCAP to the NCOE at same time as or prior submittal to the state.
 - d. Cooperate and comply with all requirements of the State Superintendent of Public Instruction ("SPI") if and/or when

Charter School fails to show improvement across multiple subgroups in three out of four consecutive years as determined by SPI.

- e. Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
5. Charter School shall comply with Common Core State Standards ("CCSS") requirements including any required State assessment systems, including, but not limited to, the California Assessment of Student Performance and Progress ("CAASPP") system.
6. As applicable, Charter School shall publicize and link to the Charter School's Student Accountability Report Card (SARC) on its website, update it annually by February 1, and notify parents or guardians of enrolled students that a copy of the SARC will be provided upon request.
7. Lottery funds – Charter School will be funded directly from the State for its share of lottery funds pursuant to Education Code section 47638. A portion of Lottery Funds must be spent on instruction, as dictated by the State.
8. Charter School may be eligible for Federal funding including, but not limited to: Title I, II, III, IV and VII, based on the qualification of Charter School's students for such funding.
9. Charter School may receive funding from new or one-time funding sources available to schools or school districts, and the Charter School may apply for private grants. Grants written by and obtained by Charter School will come directly to Charter School and not go through the NCOE or be subtracted from the resources the NCOE would otherwise have allocated to Charter School.
10. If NCOE applies for additional sources of funding in the form of grants or similar funding at the prior written request of and for the benefit of Charter School, which it may do in its sole discretion, the NCOE will receive a percentage of the funds to be allocated to Charter School. The NCOE will charge the maximum indirect costs as allowed under law or as specified by the specific funding source. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per-eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the NCOE. Charter School shall cooperate fully with the NCOE in any applications made by the NCOE on behalf of the students of Charter School.
11. Charter School agrees the NCOE is not responsible for any loans or other financial commitments by Charter School for or on behalf of Charter School, or affecting, directly or indirectly, the assets or funds of the Charter School. Charter School shall provide NCOE with notice as soon as is practicable of its intent to incur short term debt for cash flow purposes or longer-term debt of any kind wholly or in part to support Charter School, the repayment of which, is

secured by, directly or indirectly, the funds or assets of the Charter School. Such notice shall set forth the amount of debt, the lender, and the general terms of the agreement and financing documents shall be made available for review upon NCOE's request. Charter School shall ensure that all vendors, creditors, etc., are aware that the Charter School is independent of the NCOE and the NCOE has no responsibility for debts or obligations of the Charter School. In addition, Charter School shall provide to NCOE for review all documentation related to the short term or long-term debt as soon as practicable, but in any event no later than thirty (30) days after closing.

12. Foundation agrees that all revenue obtained by Foundation for the Charter School shall only be used in a manner consistent with its Charter, and with this Agreement, including any authorized amendments. All expenditures shall be in accordance with applicable law.

C. Legal Relationship

1. The Parties recognize that Foundation is a separate legal entity that operates the Charter School under the supervisory oversight of the NCOE. Foundation shall maintain its nonprofit status in good standing with the Internal Revenue Service and with the State of California, and shall operate in compliance with its Bylaws and the Charter, and shall further ensure that the Charter School operates in compliance with all applicable laws.
2. Foundation shall be wholly and independently responsible for Charter School's operations and shall manage its operations efficiently and economically. The NCOE shall not be liable for the debts or obligations of Foundation and Charter School, for claims arising from the debts or obligations of Foundation/ Charter School or for claims arising from the performance of acts, errors, or omissions by Foundation/ Charter School if the NCOE has complied with all oversight responsibilities required by law, including, but not limited to those required by Education Code Sections 47604.32 and 47605(m). Foundation agrees to indemnify the NCOE against any such claims as set forth in the Charter and this Section. This indemnification shall survive termination of this Agreement.

Charter School shall not enter into a contract or agreement to be managed or operated by any other non-profit benefit corporation (or any other corporation or entity) without the express written prior approval of the NCOE.

Charter School shall not have the authority to enter into a contract that would bind the NCOE, nor to extend the credit of the NCOE to any third person or party.

In addition to the indemnification obligations contained in the Charter, Foundation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the NCOE, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter

"NCOE" and "NCOE Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against NCOE and/or NCOE Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Foundation's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns, excepting only those claims, demands, actions, suits, losses, liability expenses and costs caused by the sole negligence or willful misconduct of the NCOE, its officers, directors and employees. This indemnification clause shall survive termination of this Agreement.

3. Charter School will comply with all applicable state and federal laws, including but not limited to the Ralph M. Brown Act, the California Public Records Act, all applicable conflict of interest laws as well as applicable nonprofit public benefit corporation laws, and all laws applicable pursuant to Education Code section 47604.1

Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 (20 U.S.C.A. § 1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq. as authorized and amended by the Every Student Succeeds Act (hereinafter the law, state and federal regulations referred to herein as "ESSA") and agrees to take appropriate remedial action if notified by the NCOE, State of California, and/or Office for Civil Rights or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing. Notwithstanding Education Code section 47610, the Charter School shall comply with the Education Code sections 49060 through 49079.

4. Any complaints or concerns (including complaints filed with OCR, CDE, EEOC, or FEHA) received by the NCOE about any aspect of the operation of Charter School including Charter School's operations or employees shall be forwarded by the NCOE to Charter School. Charter School shall inform the NCOE of how such concerns or complaints are being addressed, and the resolution of

each complaint. Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Section 4600 et seq. and all complaints, including but not limited to parent complaints, shall be addressed without delay. The NCOE retains the authority to investigate any complaints received, in its sole discretion.

D. Oversight Relationship

1. Oversight Obligations: NCOE oversight obligations include, but are not limited to, the following:
 - a. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Foundation and the NCOE with regard to the Charter School.
 - b. Monitoring performance and compliance with the Charter and with applicable laws, including but not limited to the following:
 - Identifying at least one staff member as a contact person for the Charter School;
 - Visiting Charter School at least once per year;
 - Ensuring that Charter School submits the reports and documents identified in subsection (D)(1)(f) below;
 - Monitoring the fiscal condition of Charter School;
 - Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(a)(5).

Charter School shall promptly respond to all reasonable inquiries of the NCOE, including, but not limited to, inquiries regarding its financial records.

- c. Any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the NCOE.
- d. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the NCOE.
- e. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. Charter School shall maintain a minimum budgetary reserve for economic uncertainties with regard to the Charter School in an amount to be determined appropriate by State law, or not less than 5% for the budget year or two subsequent fiscal years, or as otherwise agreed upon by the Parties.

- f. For purposes of fiscal oversight and monitoring by the NCOE, the NCOE requires Charter School to provide information and documentation related to Charter School's operations. Charter School shall provide all information and documentation in the form and at the times specified by the NCOE below. Whether included in the Report or not, Charter School shall provide the NCOE with a copy of the following documents, data and reports, in the form and at the times specified.

(A) Student Data

Charter School shall submit student enrollment projections within the budget report to the NCOE by June 1 of the preceding school year each year. Any additional student data information with respect to Charter School shall be provided to the NCOE within five (5) business days of request by NCOE personnel.

Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the NCOE for inspection and audit upon request. Charter School shall provide copies of the P-1, P-2, and annual state attendance reports to the NCOE by each report's submission deadline. Copies of amended state attendance reports, if any, shall be provided to the NCOE within 3 weeks of discovery of the need for making such an amendment. Charter School shall be responsible for reporting all necessary information for the California Longitudinal Pupil Achievement Data System (CALPADS) to the CDE. Such reports must be generated using the Attendance Reporting software as applicable to charter schools. Charter School shall ensure that coding of student information conforms to NCOE student information system requirements.

Charter School's student discipline policies shall be posted on the Charter School's website and provided to the NCOE whenever revised or updated.

Charter School shall provide a designated NCOE employee with access to its student Information System (SIS), including any electronic special education records.

(B) Personnel Data/Credential Data

Charter School staffing data shall be available to the NCOE on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at Charter School and shall be

subject to periodic inspection by the NCOE. Charter School will maintain on file, and available for inspection, evidence that background checks were conducted and all employees were cleared prior to employment. Charter School will provide to the NCOE written assurances of compliance with Education Code section 44237 at the commencement of each school year, not later than September 15.

Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing ("CTC") within 30 days pursuant to Education Code sections 44030.5.

(C) Budget/Financial Data

Budget Data:

A preliminary budget that has been approved by Charter School's Governing Board shall be provided to the NCOE on or before the dates described below under "Financial Data." All key budget variables, including revenue, expenditure, debt, beginning and ending balance variables shall be defined.

Copies of budget revisions shall be provided to the NCOE within two weeks of revision, upon approval by Charter School Governing Board.

A copy of any revisions to Charter School budget guidelines, policies, and internal controls shall be provided to the NCOE within four weeks of adoption of revisions. Updates shall be specifically noted for ease of reference and review.

Financial Data:

Bank account reconciliations for Charter School will be the responsibility of Charter School.

Charter School shall submit reports in accordance with Education Code Section 47604.33 within two (2) weeks of adoption by the Charter School Governing Board and no later than the statutory deadlines as follows:

1. Preliminary budget on or before July 1
2. Annual LCAP update on or before July 1
3. First interim financial report on or before December 15
4. Second interim financial report on or before March 15
5. Final unaudited report for the full prior year on or before September 15

Charter School shall submit financial reports on the CDE

Charter Alternative Form and in Excel format.

The First Interim Financial Report shall reflect changes through October 31; the Second Interim Financial Report shall reflect changes through January 31.

The above reports must be submitted to the NCOE accompanied by supplemental information, as needed, including but not limited to, the following:

1. Explanations and/or budget assumptions for revenues and expenditures;
2. Explanation of significant growth or decline in average daily attendance (ADA);
3. Summary of certificated and classified employee salary data and health and welfare benefit information;
4. Explanation of significant changes in the budget or interim reports from one reporting period to the next period;
5. Statement of cashflow for the current and subsequent fiscal year; and
6. Disclosure of all multi-year fiscal obligations such as loans, lines of credit, etc., for the next three years.

Financial Audit:

Charter School shall provide a copy of Charter School's Audited Financial Report to the NCOE, the State Controller, and the California Department of Education by December 15 of each year or as otherwise specified by statute. Foundation's CEO will review any audit exceptions or deficiencies and report to the Charter School Governing Board with recommendations on how to resolve them. Charter School will submit a report to the NCOE describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the NCOE along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the process described in the Charter.

Charter School shall, upon request by the NCOE, present a report to the NCOE's Board on Charter School's fiscal solvency. This presentation shall be made at an agenda meeting of the County Board and the report shall include review of the Charter School's ADA, revenue, expenditures, debt, audit findings, and compliance with revenue based programs and grants such as the National School Lunch Program and the Public Charter Schools Grant Program.

(D) Governance Data/Meeting Information

Charter School will post on its website all Bylaws and governance policies adopted by its Governing Board.

Charter School will comply with the Ralph M. Brown Act and the additional Board meeting requirements under Education Code section 47604.1. Copies of meeting agendas for meetings of the Charter School Governing Board and all committees thereof, including the Executive Committee, if any, shall be posted at the Charter School facility and on its website. Agenda packets, if any, shall be made available to the public at the time they are distributed to the Board pursuant to the Brown Act.

Charter School shall provide the NCOE with copies of Board and committee agendas and packets, no later than the time of posting agendas on the Charter School's website.

Minutes shall be approved at the subsequent meeting of the Charter School Governing Board or committee thereof or as soon thereafter as is practicable, and meeting minutes shall be maintained by Charter School.

Charter School shall establish an annual calendar listing the dates of its regular meetings and provide the locations of those meetings so that members of the public may elect to attend such meetings in person. Regardless of specific meeting location, Charter School will ensure that all Board and committee meetings are accessible to the public and may be attended in person if desired.

Charter School shall annually (on or before July 1 of each year) send to the NCOE a list of its Governing Board directors and officers, including addresses, email addresses and phone numbers at which they may be reached if necessary by the NCOE, as well as a list of all Board subcommittees and their members. The Charter School shall notify the NCOE within 30 days of any change in the composition of the Charter School Board including directors and/or officers.

The County Board may designate a representative to sit on the Charter School Board. The County Board representative will have the right to attend meetings and fully participate as a voting representative, subject to otherwise applicable conflict of interest rules. Neither attendance nor participation in such meetings shall act or be interpreted as approval or action by the NCOE. Regardless of such appointment and participation, the NCOE and Charter School remain separate legal entities. If addition of a County Board representative to the Board results in an even number of Board members, Charter School may add an additional Board member to raise the total Board membership.

(E) Personnel Policies

A copy of Charter School employee handbook shall be provided to NCOE upon commencement of the first school year and annually thereafter by September 1, if there are any changes.

(F) Risk Management Data

Charter School shall establish and institute risk management policies and practices and provide copies to NCOE upon request. Copies of all policies of insurance and memoranda of coverage shall be provided by Charter School to the NCOE annually no later than July 31st. The NCOE shall be named as an additional insured. Should insurance expire or lapse for any reason, Charter School shall immediately inform the NCOE, and Charter School shall not operate unless and until full coverage as set forth in Section II.G of this Agreement is reinstated. The Charter School shall, upon request, promptly provide the NCOE with complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

A copy of the Charter School Health and Safety related plans, policies, and/or handbooks will be maintained by the Charter School, posted on the Charter School's website, and provided to the NCOE annually no later than two weeks prior to the commencement of school annually, and within five (5) school days of receipt of a written request from the NCOE.

(G) Programmatic/Performance Audit

Charter School shall prepare an annual performance review and present such review to the County Board at a public meeting of the County Board on or about March 1 each year, the specific date to be mutually agreed between NCOE and Charter School.

The performance review shall include all information necessary to demonstrate that Charter School is meeting the applicable accountability standards and legal requirements as defined by the State of California, the Charter, and this Agreement, and operating in a legally compliant and fiscally responsible manner for the then current school year. The first performance audit report of the Charter term shall also include, among other things: a review of budget and financial status including discussion of any debt incurred by Foundation on behalf of the Charter School; a discussion of the educational program being delivered at the Charter School; an analysis of whether student performance is meeting the goals specified in the Charter using data displayed on a

school-wide basis and disaggregated by major racial and ethnic categories, socio- economic status, English learner status, and/or disability; an overview of Charter School’s admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists; student data regarding student discipline, expulsion, number of students disenrolled and reasons for disenrollment; analysis of the effectiveness of Charter School’s internal and external dispute mechanisms and data on the number and resolution of disputes and complaints; as well as any updates on the Charter School’s operations.

(H) Instructional Materials

A list of core instructional materials by grade and content will be maintained by the Charter School and shall be made available to the NCOE within five (5) school days of receipt of a written request from the NCOE.

(I) Other

Charter School shall provide such other documents, data and reports as may be reasonably requested or required by the NCOE or the County Board.

2. Oversight Fees: Charter School shall pay the NCOE one percent (1%) of Charter School revenues to compensate for the actual cost of oversight. The parties recognize that the actual cost of oversight services exceed the maximum one percent authorized by Education Code Section 47613 and the parties agree that the NCOE does not have to maintain a detailed accounting of staff time related to oversight. “Charter School revenue” means the general purpose entitlement as defined in subdivisions (a) and (b) of Section 47632 computed by the local funding formula pursuant to Education Code Section 42238.02, will invoice the Charter School for this amount at the end of each fiscal year. The invoice will be adjusted based upon final revenue for that year as reflected in the Charter School’s Audited Financial Report. Invoices are due and payable to the NCOE within thirty(30) days of receipt.
3. Administrative Services: Foundation has the obligation to provide all administrative services necessary to operate Charter School. Charter School may provide these services directly or may contract with a third party to provide services, including the NCOE. If Foundation purchases services from a third party other than the NCOE, it shall ensure that the NCOE is able to access all information regarding Charter School maintained by the third party service provider.

E. Special Education and Student Issues

Charter School is a local education agency (LEA) and is a member of the Los Angeles County Charter SELPA (SELPA) and as such, is solely responsible for the delivery of special education services to its students in accordance with

the roles and responsibilities outlined in Exhibit A hereto, which is incorporated by reference into this Agreement as though set forth fully herein.

F. Student Recruitment and Diversity

1. Charter School agrees to take all reasonable steps necessary to recruit and enroll the target population described in the countywide justification and in Element I of the Charter, with the goal of achieving 10-15% enrollment from outside NVUSD and approximately 60% socio-economically disadvantaged and 50-60% non-white student enrollment, including but not limited to the strategies and partnerships described in Element VIII of the Charter. NCOE shall monitor, as part of its statutory oversight duties, Charter School's implementation of the Charter in its practices and policies relevant to access and equity.
2. The Charter School's Governing Board shall review outreach and recruitment efforts annually, including reviewing outreach material content and languages, locations and frequency of recruiting activities, and compare with geographic information of applicants; and shall direct Charter School staff to broaden outreach efforts as needed in order to achieve the goal of enrolling a student population that is reflective of the general population residing within the County.
3. Each of Charter School's admission preferences shall be approved by the County Board at a public hearing, shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment, and shall comply with all requirements of Education Code section 47605.6(e).

G. Student Withdrawal

When a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the NCOE and the superintendent of the school district of the pupil's last known address (if different from the NCOE) within 30 days, and shall, upon request, provide that school district a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

No student may be involuntarily disenrolled from the Charter School without compliance with the Charter and applicable law (Education Code Section 47605.6(b)(5)(J)(iii)).

H. Insurance and Risk Management

Foundation shall purchase and maintain insurance at its own expense to cover all aspects of the operations of Charter School and the Foundation, including those coverages listed below. Foundation shall annually supply the NCOE certificates of insurance, evidencing the purchase and maintenance of such coverage at all times during the period in which the Charter is in effect. The NCOE shall be an additional insured on all Charter School policies, and Charter School insurance is to be primary and any insurance or indemnity protection maintained by the NCOE, its officers, officials, employees, or volunteers shall be in excess of the Charter School's insurance and shall not contribute to such coverage(s).

1. Comprehensive General Liability, Employment Practices, Directors and Officers, and Professional Liability coverages, whether in one policy or multiple primary or excess policies, containing a combined or individual limit of liability of no less than fifteen million dollars (\$15,000,000) per occurrence/claim and in the aggregate, with the deductible/self-insurance retention not to exceed \$50,000 per occurrence, with a cyber coverage or amendatory endorsement that provides at least \$1 million in liability, breach response, and first party coverages. Such minimum limits of policies shall in no event limit the liability of the Charter School hereunder. Insurance shall include coverage for claims against the Charter School, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of the Charter School) arising out of errors and omissions, abuse and molestation, and employment practices liability. All insurance policies, including those referenced below, shall name as additional insured/additional covered party, by way of separate endorsement, the NCOE, its elected or appointed officials, employees, agents and volunteers; the Superintendent, his or her employees, agents, and volunteers; and the County Board and its members. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by the Charter School under this Agreement or the Charter School's use of school facilities, and that any insurance procured by the NCOE, its elected or appointed officials, employees, agents and volunteers, or by the County Board and its members, shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. If commercially reasonable, each policy shall provide that it shall not be canceled or materially changed without first giving thirty (30) days prior written notice to NCOE and the County Board. In any event, Charter School shall not cancel or materially change a policy without first giving thirty (30) days prior written notice to NCOE and the County Board.
2. Automobile Insurance. Charter School shall maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of two million dollars (\$2,000,000) any one claim, and \$5,000,000 in the aggregate, and further including uninsured/underinsured motorists coverage, for any injuries to persons (including death therefrom) and property damage in connection with the Charter School's activities under this Agreement.
3. Worker's Compensation Coverage. Charter School is to procure and maintain, for the duration of this Agreement, Workers' Compensation insurance against claims for injuries to the Charter School's employees, volunteers, and students in any work experience program in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.
4. Professional Liability. Charter School is to procure and maintain Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Two Million Dollars (\$2,000,000) each occurrence.

5. Sexual abuse/molestation. Charter School shall maintain sexual abuse/molestation insurance in an amount no less than one million dollars (\$1,000,000) per occurrence.
6. Charter School shall obtain necessary insurance commensurate with its corporate status and assets.
7. Coverage Period. If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three years following termination or revocation of the Charter or extend the period for reporting claims for three years following the termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
8. Property Losses. Charter School shall maintain property coverage for replacement value. NCOE is not responsible for real or personal property losses suffered by the Charter School, its elected or appointed officials, employees, agents, volunteers or students. Charter School shall be solely responsible for obtaining adequate property insurance for Charter School's personal property, building improvements and any real property/buildings owned by the Charter School.
9. Risk Management Policies. The Charter School must have adopted a resolution or policy/policy handbook with administrative rules and regulations in regards to risk management and safety, which shall be posted on the Charter School website.
10. Claims Guidelines. The Charter School must adhere to established claim reporting guidelines, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by the carrier or its representative in the investigation and defense of a claim.
11. Athletics Information. Charter school shall provide a Concussion and Head Injury Information Sheet ("Form") to any student athlete on a yearly basis and the athlete shall not commence practice or competition until the Form is signed and returned by the athlete and the athlete's parent or guardian.
12. Field Trips. The Charter School shall obtain parent or legal guardian permission for all voluntary field trips, excursions or on- campus extracurricular activities. An Assumption of Risk Form shall be signed by all parents/legal guardians and release shall include acknowledgment that such trips, excursions or extracurricular activities are not affiliated with the NCOE. Student participants twelve years of age or older shall also sign the Assumption of Risk Form.
13. Assumption of Risk Forms. All extracurricular athletic activities or student body groups involving off-campus activities shall require an assumption of risk form to be signed by the participant and parent/legal guardian. Such forms and release shall include acknowledgment that such trips, excursions or extracurricular activities are not affiliated with the NCOE.
14. Sexual Harassment Complaints. The Charter School shall follow

established guidelines applicable to charter schools and consistent with the Charter, employment agreements, and personnel policies in regards to termination of employees, handling sexual harassment complaints and conducting business in a nondiscriminatory manner and must comply with applicable local, state and federal laws and regulations, including Title IX.

15. Use of Independent Contractors. If Charter School decides to use the services of independent contractors rather than hiring employees, the Charter School shall be responsible for properly risk managing those activities and correctly classifying those individuals. The Charter School shall also assume all responsibility for any taxes and penalties, which may be assessed by the State of California and/or Internal Revenue Service.
16. Handling of Hazardous Materials. The Charter School shall agree to provide appropriate safety training to students in classes involving the handling of hazardous materials. Such training shall include, as a minimum, students' understanding of a material safety data sheet and how to interpret it, and instruction on the proper handling of the hazardous materials in the classroom to avoid exposures.
17. Child Abuse Reporting. Charter School shall ensure that its staff comply with the Child Abuse and Neglect Reporting Act (California Penal Code section 11164 et seq.), including the identification and reporting of child abuse and neglect as well as all mandated reporter training requirements applicable to school employees under Education Code section 44691(b).
18. Insurance Policy Requirements. The Charter School shall follow safety guidelines mandated in their insurance policy agreement. The Charter School shall conduct a risk management audit, at its own expense, every other year to verify compliance safety guidelines. Such audit shall be provided to the NCOE within two weeks of receipt by the Charter School.
19. Risk Management Program. The Charter School shall establish and maintain a risk management program. A report of the risk management program operation shall be submitted to NCOE not later than October 31 each year. The components of the report should include the Designated Safety Officer and establish that the following are in place:
 - a. Injury Illness Prevention Plan
 - b. Bloodborne Pathogen Training
 - c. Hazard Communication Program
 - d. Emergency Management and Safety Plan
 - e. Documentation of Employee Safety Training
 - f. Annual Safety Inspections

I. Business Services and Vendor Contracts

As of the date of this Agreement, Charter School has engaged Excellent Education Development (ExED) to provide business services including but not limited to payroll, accounting and budgeting, attendance accounting, and fiscal

reporting. Charter School will provide NCOE a copy of the agreement with ExED for information purposes.

If Charter School enters a future contract with ExED or another back office services vendor, Charter School shall provide a copy of the complete contract to NCOE upon execution. NCOE agrees to consult with and assist Charter School with regard to evaluating such contracts upon request.

J. Human Resources Management

1. Employment Status. All staff working at the Charter School are employees of or otherwise contracted for by Charter School. Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.
2. EERA. Charter School will be considered the exclusive public school employer of the employees at the Charter School for purposes of the Educational Employment Relations Act.
3. Federal Requirements. Charter School agrees to comply with applicable federal statutory and regulatory requirements for teachers and paraprofessionals used for instructional support as set forth in ESSA. Charter School will maintain documentation on file of its core teachers' credentials and promptly provide such documentation to the NCOE for inspection upon request.

Fingerprinting/Background Checks. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students that has not received full clearance.

K. Transportation

1. All responsibility for transportation services, if offered, will be provided by Charter School, including transportation for field trips. Transportation services or support shall be provided in accordance with the California Vehicle Code and any other law applicable to public school transportation.
2. To the extent the Charter School provides transportation to or from school or a school activity (e.g., field trip), it shall prepare a Transportation Safety Plan containing procedures for school personnel to follow to ensure the safe transport of pupils consistent with Education Code section 39831.3.

L. Nutrition Services

Absent a separate written agreement to the contrary, Charter School will be responsible for providing its own food services. Charter School shall provide nutritious lunches and snacks to children at reasonable prices in conformity with the National School Lunch Program and state law. The program must be open to all enrolled children. Charter School shall fully comply with all state and federal laws governing free and reduced price lunch/meals.

M. Educational Program

1. Subject to NCOE oversight and compliance with its Charter and applicable state and federal law, Charter School is autonomous for the purposes of, among other things, deciding Charter School's educational program with the understanding that the educational program shall comply with the Charter.
2. Charter School calendar shall be submitted to the NCOE annually on or before July 1 to the NCOE for review and verification of compliance with instructional day and minutes requirements. Updates to the calendar shall be provided to the NCOE within 10 days of any changes.
3. It is understood that Charter School shall meet or pursue the adequate applicable accountability provisions under state and federal law.

N. Facilities

Charter School intends to locate at 983 Napa Street, Napa, California in a private facility. Charter School shall comply with all applicable building code requirements as administered by the City of Napa, as the local building enforcement agency with jurisdiction. The facilities shall meet the requirements of the Americans with Disabilities Act as applicable and shall be approved by the local fire marshal for the use intended. Charter School agrees to test fire systems annually at its facilities to ensure that they are maintained in an operable condition at all times. Charter School shall conduct fire drills regularly and shall maintain records of such drills. Charter School may not establish more than one site or facility without seeking material revision of its Charter document from the NCOE's Board.

O. Renewal

The parties recognize that Charter School will be required to meet the requirements of Education Code section 47605.6 as a condition for renewal. If Charter School intends to apply for a renewal of its charter, it should submit its petition no later than six (6) months in advance of the end of its current term or as otherwise agreed with the NCOE. Every renewal petition must, at a minimum, include a demonstration of Charter School's compliance with academic renewal criteria, and must address any changes in the law that have occurred since the Charter School's last approval. The Petition shall be redlined to show all edits made to the Petition since the last version approved by the NCOE.

P. Response to Requests

Pursuant to Education Code section 47604.3, Charter School shall respond promptly to all reasonable written requests of the NCOE. As a nonprofit public benefit corporation operating publicly funded charter schools, Foundation agrees that its records that relate to Charter School shall be open to public inspection pursuant to the terms of the California Public Records Act.

Q. Designees

Any notice, documentation, and/or information required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or sent by overnight delivery service or electronic mail, addressed as follows:

If to the NCOE: NCOE
Attn: Superintendent
2121 Imola Ave
Napa, CA 94559
Email: jschultz@napacoe.org
Phone: (707) 253-6832

If to Charter: Napa Foundation for Options in Education
Attn: Head of School
983 Napa St
Napa, CA 94558
Email: info@napaoptionsforeducation.org
Phone: (707) 804-8113

Either Party's duly authorized representative, as set forth herein, may provide changes to the above-stated designees and contact information by providing notice pursuant this section, which shall not be considered a modification to the Agreement under section II.A.2.

R. Provision of Documents

With both parties understanding that some state, federal and county documents directed toward Charter School may be mailed to the NCOE, the NCOE agrees to pass on such documents and forms to Charter School in a timely manner, so it may complete its legal obligations. Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.

S. Non-Assignment

Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Foundation with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the NCOE pursuant to applicable provisions of the Education Code.

T. Severability

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

U. Reimbursement of Mandated Costs

Charter School shall seek reimbursements of its mandated costs, if any, directly from the State.

V. Board Training

Charter School shall adopt, maintain, and implement a policy which provides for and requires not less than one hour per year of training for Charter School Board members, from outside legal counsel or other qualified experts, regarding the legal obligations of Board membership, including compliance with Brown Act requirements and avoiding conflicts of interest. Charter School shall confirm that Charter School Board members have participated in the training in the annual report.

III. MISCELLANEOUS

- A. Independent Entities. The Parties intend that the Charter School and the NCOE are separate legal entities. No agent, employee or servant of Charter School shall be deemed to be the employee, agent or servant of the NCOE except as expressly acknowledged in writing by the NCOE. Charter School will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors.
- B. Venue. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties shall be governed by the laws of the state of California, and venue shall lie only in Napa County.
- C. Interpretation. The language of this Agreement shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, the Parties shall be treated as equally responsible for such ambiguity.
- D. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. The Parties acknowledge that no one has made any promise, representation, or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation, or warranty.
- E. Binding Effect. This Agreement is binding upon the successors and assigns of the Parties, subject to the non-assignability restrictions set forth in this Agreement.
- F. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement subject to ratification by the Parties respective governing boards.
- G. Counterparts. This Agreement may be signed in counterparts such that the signatures may appear on the separate signature pages. Signature pages transmitted by facsimile or electronic mail or by photocopy shall have the same force and effect as signature of the original.

This represents the full and final agreement between Charter School and the NCOE with regard to those matters contained herein, and shall only be modified in writing by the mutual agreement of the parties.

This Agreement shall take effect upon approval by the parties and signature by their duly authorized representatives pursuant to section I.A.

Napa County Office of Education

Dated: _____, Superintendent

Napa County Board of Education

Dated: _____, Co-President

The Napa Foundation for Options in Education

Dated: _____, Co-President

Dated: _____, MCMS Head of School

EXHIBIT A
SPECIAL EDUCATION
TERMS

This Exhibit "A" is hereby incorporated into the Memorandum of Understanding ("Agreement") Regarding Charter School Oversight and Operations by and between the Board of Education, the Napa County Office of Education, and The Napa Foundation for Options in Education (Mayacamas Countywide Middle School), a public benefit corporation (hereinafter, Mayacamas Countywide Middle School and The Napa Charter School for Options in Education are collectively referred to as "Charter School").

I. INTRODUCTION

- a. This document is intended to describe the respective fiscal and administrative roles and responsibilities, the parties' legal relationship, and the operation of the Charter School, with regard to special education only.
- b. Pursuant to Education Code section 47641, subdivision (a), the Charter School is a local educational agency member of Los Angeles County Charter SELPA, and hereby acknowledges its responsibility as an LEA. The Parties agree any modification to this status, whether by Charter School's seeking LEA membership in a different SELPA or becoming a school of the NCOE for purposes of special education requires notice under Education Code section 56195.3, and modification of this Agreement. Becoming a school of the NCOE for purposes of special education requires NCOE approval.

II. SPECIAL EDUCATION SERVICES

- a. IDEA: The Charter School will ensure that no student is denied enrollment on the basis of special education status or disability. The Charter School is solely and independently responsible for compliance with the Individuals with Disabilities Education Act ("IDEA") and State special education laws, in regard to the determination, provision and financing of special education placement and services for all students seeking to and/or enrolled at the Charter School.
- b. Non-Discrimination. Charter School shall ensure that no student otherwise eligible to enroll in Charter School will be denied admission or enrollment to Charter School due to his/her special education status or disability, or due to Charter School's inability to provide necessary services. (Ed. Code § 47605(d)(1).) Charter School shall ensure that no qualified student with a disability is excluded from participation, denied the benefits of, exited from, or otherwise subjected to discrimination under any program of Charter School, on the basis of his/her disability.

Charter School acknowledges that no Charter School employee, agent, and/or representative, shall take any action to encourage, persuade, and/or cause parents/guardians of any student with an Individualized Education Program ("IEP") seeking to enroll in the Charter School, to agree to a different level of services other than that specified in the student's IEP.

Charter School shall ensure a continuum of services/placement is available to meet the needs of students with disabilities and shall not deny enrollment nor require a student to exit Charter School if the provision of Free and Appropriate Public Education ("FAPE") requires a more intensive level of support, such as special day class, nonpublic school, or residential care.

- c. Expertise and Responsibility of Charter School: The Charter School manages its special education budgets, personnel, programs and services. Charter School shall employ qualified, credentialed employees or contract with qualified third-party providers to provide all necessary and appropriate special education placement and services to its students. Those individuals shall ensure all eligible students are appropriately and timely identified and receive a free appropriate public education by understanding and accepting sole responsibility for the discharge of all necessary duties and/or services, including but not limited to:
- i. Child find;
 - ii. Interim programs;
 - iii. Referral;
 - iv. Assessment;
 - v. Development, implementation, review, and revision of IEPs;
 - vi. Placement;
 - vii. Special education instruction;
 - viii. Related services;
 - ix. Least restrictive environment;
 - x. Due process;
 - xi. Discipline/manifestation determination;
 - xii. Transportation;
 - xiii. Transition services; and
 - xiv. Compliance with procedural safeguards.
- d. SELPA Policy. At least annually, and more frequently as updated, the Charter School will provide the NCOE with a copy of all SELPA policies, procedures, and other requirements regarding special education.
- e. NCOE Inquiries. Charter School will promptly respond to all reasonable NCOE requests for access to Charter School student records as required to fulfill any obligation imposed by law.
- f. Section 504. The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), and all Office for Civil Rights mandates for students enrolled in the Charter School. The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, and that this is not a special education service for which special education funds may be used, even though students at the Charter School may be eligible for such services under Section 504. The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School. The Charter School shall adopt legally compliant Section 504 policies, procedures and forms, and

shall post these on the Charter School website. These policies, procedures and forms will describe how the Charter School will:

1. Respond to requests from parents for evaluation and/or services;
2. Conduct evaluations of students;
3. Convene meetings to determine eligibility and/or placement and services;
4. Provide regular or special education services necessary to provide FAPE to students with disabilities eligible under Section 504; and
5. Convene impartial hearings if a parent wishes to contest a decision concerning FAPE.

By September 1 of each year, Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the NCOE in writing of the responsible individual. The designated Charter School employee shall notify the NCOE anytime a student eligible under Section 504 withdraws from Charter School, including, if available, notice of the school in which the student enrolled in following withdrawal from Charter School and the student's NCOE of residence.

In the case of pending student discipline of student eligible under Section 504, the Charter School will ensure that it follows procedures to comply with the mandates of State and Federal laws for considering disciplinary action against disabled students, as specified above. Prior to recommending expulsion of a Section 504 eligible student, the Charter School will convene a review committee to determine whether the student's misconduct was a manifestation of his or her disability or related to the Charter School's failure to implement the student's accommodation plan. The Charter School may proceed with the discipline only if it is determined that the student's misconduct was not a manifestation of his/her disability or related to the Charter School's failure to implement the student's accommodation plan. The Charter School acknowledges and understands that it shall be solely responsible for such compliance.

- g. Student Withdrawal from Charter School. Unless otherwise required sooner by law, within thirty (30) days of knowledge of any special education student's expulsion, withdrawal, or disenrollment from the Charter School for any reason during the school year, the Charter School shall notify the district of residence and, if consistent with SELPA policies, the SELPA, of the student's name, date of expulsion, withdrawal or disenrollment, the reason for such separation (if known), and the student's next school/LEA of attendance if available. The Charter School shall comply with Education Code section 47605.6(e)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts.
- h. Complaints Regarding Special Education and Due Process Hearings. The Charter School shall notify the NCOE as soon as practicable, but within three (3) business days, of service of any complaints naming the NCOE as a defendant, or within ten (10) days of service in all other cases, filed against the Charter School arising from the Individuals with Disabilities Education Improvement Act, Section 504 of the Rehabilitation Act, Title II of the Americans with Disabilities Act, and any corresponding state laws, including complaints filed with the Office for Civil Rights, the California Department of Education, the Office of Administrative

Hearings, state or federal court, or pursuant to the uniform complaint procedures. The Charter School understands and agrees it is solely responsible for responding to, and addressing any complaint filed against it and will bear all related costs. In the event the NCOE is named as a party to any complaint filed against the Charter School, the NCOE reserves the right to be represented by its own legal counsel. Further, as Charter School is its own LEA for purposes of special education, the Charter School agrees to collaboratively join the NCOE's efforts to dismiss the NCOE as a party to the complaint.

- i. Indemnification. The Charter School shall indemnify, defend, and hold harmless the NCOE, its officers, employees, agents, consultants, volunteers, trustees and representatives, from and against any and all liability, costs, complaints and claims arising from the acts or omissions of Charter School, its officers, employees, agents, consultants, volunteers, trustees, and representatives, related to the provision of special education services to students enrolled in the Charter School. This indemnification shall include the legal defense of the NCOE, all of their officials, employees and agents in special education due process proceedings and/or complaints to State or federal agencies filed by or related to a student who is/was enrolled in the Charter School during the time period covered in the complaint. Charter School shall also indemnify the NCOE against any damages, including compensatory damages and attorneys' fees and costs that may be awarded to a student and/or their parents, or agreed to by the Charter School, for Charter School's failure to comply with procedures or provide appropriate and/or compliant special education services.

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

Items: 5.G.
July 16, 2024

TITLE:

Board Approval to Call for an Election or Pursue a Provisional Appointment to fill the Board Vacancy in Trustee Area 6. (Education Code Section 5091- 5095).

HISTORY:

Board Trustee Ann Cash resigned from the Board effective July 10, 2024. When any vacancy exists on the county board of education of any county on or after December 1, 1978, the vacancy shall be filled in the manner prescribed in Education Code sections 5090 et seq. Pursuant to section 5091, if a vacancy occurs, the Board shall, within 60 days of the vacancy, either order an election or make a provisional appointment to fill the vacancy.

Because the effective date of the vacancy is less than 130 days before the next election, a person appointed to fill the vacancy shall hold until the expiration of Ann Cash's term, which 2026.

If an election is ordered, Ed. Code specifies that "it shall be held on the next established election date provided pursuant to Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code not less than 130 days after the order of the election," which would be March of 2025.

CURRENT PROPOSAL:

Discuss whether to fill the vacancy by ordering an election, or by pursuing a provisional appointment, and take action accordingly.

If the Board takes action to pursue a provisional appointment, provide direction to staff regarding the process for the selection of a candidate for appointment. Materials from the last provisional appointment to the Board are attached for reference.

FUNDING SOURCE:

General Fund.

SPECIFIC RECOMMENDATION:

Pursuant to section 5091, if a vacancy has occurred, take action declaring the Board's intent to either order an election or make a provisional appointment to fill the vacancy within 60 days.

Prepared by: Joshua Schultz
July 11, 2024



For More Information Contact:

Dr. Barbara Nemko, Napa County Superintendent of Schools
707-253-6810, bnemko@napacoe.org

Napa County Office of Education Seeking Applicants for Board Position

DATE – Napa, CA -- Dr. Barbara Nemko, Napa County Superintendent of Schools, announced today that the County Office of Education is seeking applications from persons interested in being appointed to a vacancy on the Napa County Board of Education. The vacancy was created by the resignation of Napa representative Board Trustee Ann Cash, whose unexpired term will end December 9, 2026.

Interested persons who live within the boundaries of Trustee Area 4 and who are registered voters are encouraged to apply for the vacancy. Trustee Area 4 includes sections of _____ . Boundaries for Area 4 can be verified at the Elections Department, 1127 1st Street, Suite E, Napa, or call (707) 253-4321.

Napa County Office of Education is a public education agency that provides academic services and enrichment opportunities for students, teachers and community, as well as critical business services for school districts. The Napa County Office of Education is a state-wide leader in research-based best practices for educators.

Applications will be available beginning **DATE**. Interested persons should contact the Superintendent’s Office for application, Monday – Friday, 8:00 a.m. to 5:00 p.m. at (707) 253-6810 or esitter@napacoe.org. **Application, resume, and statement of interest** can be submitted electronically to esitter@napacoe.org or sent to Napa County Office of Education, 2121 Imola Avenue, Napa CA 94559 by **DATE**.

***The deadline to apply is 5:00 p.m., DATE.**

In accordance with its policy, the Board will interview applicants at a special public meeting on **DATE**. The Board will vote and make an appointment following interviews. Education Code 45125.1 requires Board Trustees to have Department of Justice clearance prior to endorsement as a Board Trustee appointee. A provisionally appointed Board Trustee will be required to run in the next election should they decide to remain as a Board Trustee on the Napa County Board of Education. Call 253-6810 for additional information.

NAPA COUNTY BOARD OF EDUCATION
2121 Imola Drive
Napa, CA 94559

TRUSTEE AREA 4
CANDIDATE APPLICATION FORM

Please complete the Candidate Application Form and return it to the Napa County Superintendent of Schools, 2121 Imola Avenue, Napa, CA 94559, by **5:00 PM on DATE**. Application forms received after that date and time will render the applicant ineligible for consideration for this provisional appointment to the position of board member.

Any registered voter who resides within Trustee Area 4 is **eligible** to be a member of the County Board of Education except the County Superintendent of Schools, any member of the County Superintendent's staff, or any employee of a school district.

Last Name	First Name	Middle Initial
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Home Address: _____

Phone No.: (_____) _____

Cell No.: (_____) _____

Employer Name: _____

Address: _____

Phone No.: (_____) _____

Please answer the following questions using no more than two double-spaced typewritten pages for your total response. Applicants must also attach a one-page résumé and personal statement.

1. Why do you want to serve as a member of the Napa County Board of Education?
2. In what school and/or community committees or activities have you been active? Please describe your contributions and what, in your opinion, makes you uniquely qualified to represent American Canyon.
3. What strengths, skills, and interests will you add to the board?
4. Identify any potential conflict of interest that you might have or that the community might perceive that you have, and state how you would overcome that conflict.

**NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent**

DATE

Interview Questions/Rating Sheet of Applicant to Fill Vacancy in Trustee Area 4

Applicant:

Interviewer:

Rate the response to each question using the following criteria:

4 = Significant/high level of experience/skills/abilities relevant to the position

3 = Basic/average level of experience/skills/abilities relevant to the position

2 = Some related experience/skills/abilities relevant to the position

1 = Little or no experience/skills/abilities relevant to the position

- ____ 1. Please discuss your reasons for applying for the vacancy on the Napa County Board of Education.

- ____ 2. Please describe how your background - including education, career, community experiences, and past relationships with schools - has prepared you for this position.

- ____ 3. If appointed, what strengths will you bring to the Board in representing Area 4, Napa?

- ____ 4. What do you know about the role of the Napa County Office of Education and its relationships with the five school districts in the county?

- ____ 5. The Board handles appeals of school board decisions filed by parents related to expulsion and interdistrict transfers. What factors would be most important as you consider these types of issues that arise between parents and school districts?

_____ 6. What do you know about the services the Napa County Office of Education provides in Napa? How would you like to see support from the County Office expanded in Napa?

_____ 7. Have you had the opportunity to review the Napa County Office of Education Board Policies? Specifically, do you have an understanding for the time obligation and the meetings requirements?

_____ **Total Overall Rating**

Additional Comments: _____

Board Bylaw 9223: Filling Vacancies

Status: ADOPTED

Original Adopted Date: 10/23/1990 | **Last Revised Date:** 01/05/2021 | **Last Reviewed Date:** 01/05/2021

Reasons a Vacancy May Arise

A vacancy on the County Office of Education is considered to exist for any of the following reasons enumerated and specified in Government Code 1770, even though not all are required for elected offices:

1. The incumbent dies.
2. An incumbent board member is declared physically or mentally incapacitated in a quo warranto proceeding.
3. The incumbent resigns.
4. The incumbent is absent from the state without the permission required by law beyond the period allowed by law (60 days).
5. The incumbent ceases to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law (Government Code 1064).
6. The incumbent is convicted of a felony or of any offense involving a violation of his or her official duties (Government Code 1770, 3000-3003).
7. The incumbent is committed to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict

Other reasons that a vacancy arises are as follows:

8. Failure to elect, meaning that the County Registrar of Voters has determined that an election will not be held because candidates have filed to run for a County Board seat. Education Code 5328 authorizes the County Board to make an appointment in such circumstances. (Education Code 5090)
9. Removal by recall election. (Elections Code 11384)
10. When an incumbent Board member ceases to inhabit the trustee area he/she represents on the Board. (58 Ops. Cal. Atty. Gen. 888 (1975). A vacancy would not be deemed to have occurred when changes to the boundaries of a trustee area would affect the term of office of a Board member who has been elected and whose term of office has not expired. (Education Code 1005)

Eligibility

In order to be appointed or elected to fill a vacancy on the County Board, a person must meet the eligibility requirements specified in Education Code 1000 and 1006 and described in Board Bylaw 9220.

Timeline for Filing Vacancies

When a vacancy occurs within four months before the end of a Board member's term the County Board shall take no action. (Education Code 5093)

When a vacancy occurs more than four months before the end of a County Board member's term, the County Board shall either order an election or make a provisional appointment within 60 days of the date of the vacancy or the filing of the member's deferred resignation unless a special election as described below is required. (Education Code 5091, 5093)

When a vacancy occurs between six months and 130 days before a regularly scheduled County Board election, but the vacant position is not scheduled to be filled during that election, a special election to fill the position shall be consolidated with the regular election. The person elected shall take office at the first regularly scheduled County Board meeting following the certification of the election and shall serve until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

Provisional Appointments

In order to draw from the largest possible number of candidates when a provisional appointment is required, the Board shall advertise in the local media to solicit candidate applications or nominations. The Board may designate the County Superintendent, the legal counsel or a committee of less than a quorum of the Board to screen and ensure the eligibility of candidates for the vacant Board position. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

The person appointed shall be afforded all the powers and duties of a County Board member immediately upon appointment and shall hold office until the next regularly scheduled election for County Board members. (Education Code 5091)

Within 10 days after an appointment is made, the County Board shall post notices of the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the jurisdiction of the County Board. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date that the vacancy occurred or the date of the filing of, and the effective date of, the resignation
2. The full name of the provisional appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, the appointment shall become effective.

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and an election will not be held, the County Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the County Board shall publish a notice once in a newspaper of general circulation published in the county, or if no such newspaper exists, in a newspaper having general circulation within the county. This notice shall state that the County Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures specified above in the "Provisional Appointments" section.

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

Item 5.H.

July 16, 2024

TITLE:

Board Approval of Resolution 2024-19 Korean War Armistice Day

HISTORY:

The Korean Armistice Agreement, signed on July 27, 1953, was the culmination of many months of discussion between officials from the United States, North Korea, South Korea, China, the former Soviet Union and United Nations forces.

"We could not stand idly by and allow the communist imperialists to assume that they were free to go into Korea or elsewhere. This challenge had to be met — and it was met. It had to be met without plunging the world into general war," wrote former President Harry S. Truman in his 1956 book "Memoirs."

CURRENT PROPOSAL:

Board Approval Resolution 2024-19 Korean War Armistice Day.

FUNDING SOURCE:

Not applicable.

SPECIFIC RECOMMENDATION:

It is recommended that the Napa County Board of Education approve Resolution 2024-19 Korean War Armistice Day.

Prepared by: Barbara Nemko

July 11, 2024

NAPA COUNTY OFFICE OF EDUCATION

Barbara Nemko, Ph.D., Superintendent

**RESOLUTION NO. 2024-19
KOREAN WAR ARMISTICE DAY RESOLUTION**

WHEREAS, on June 25, 1950, the Republic of Korea (ROK, South Korea) was attacked by the armed forces of the Democratic People’s Republic of Korea (DPRK, North Korea), which started one of the defining moments of the Cold War; and

WHEREAS, thousands of Napa County residents answered our country’s call to military service by joining the Armed Forces or by working at the Benicia Arsenal, Mare Island Naval Shipyard, Travis Air Force Base, and other military bases; and

WHEREAS, through three years of intense combat, American and allied forces overcame some of the most unforgiving conditions in modern warfare as they weathered bitter winters, punishing heat, and mountainous terrain, and were often outgunned and outmanned; and

WHEREAS, the conflict contributed some of the most noted battles in United States military history, including the breakout from the Pusan Perimeter, the invasion of Inchon, and the battles of Imjin River, Kapyong, Bloody Ridge, Heartbreak Ridge, Old Baldy, White Horse, Triangle Hill, Hill Eerie, Outpost Harry, Pork Chop Hill, Punchbowl, and Chosin Reservoir; and

WHEREAS, the schools in Napa County were then, and still are, immensely instrumental in preparing our students to meet the educational requirements of the U.S. Armed Forces; and

WHEREAS, this year marks the 71st anniversary of the Military Armistice Agreement signed at Panmunjom and is a time when citizens can join together to honor all who served in the Korean War, paying tribute to the brave men and women who gave the ultimate sacrifice for our Nation.

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Education supports the California Senate and Assembly in recognizing July 27, 2024, as the 71st anniversary of the Korean War Armistice Day and encourages educators, students, and residents to observe the occasion with appropriate ceremonies and activities that respect and thank our distinguished Korean War veterans and those who lost their lives for freedom’s sake.

PASSED AND ADOPTED this 16th day of July 2024 by the Napa County Board of Education, Napa County, California, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

CERTIFICATION

I, Barbara Nemko, Secretary to the Napa County Board of Education, Napa County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the above stated date, which resolution is on file in the office of said Board.

Secretary’s Signature

Date

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

TO: Napa County Board of Education

DATE: July 16, 2024

FROM: John Zikmund, Human Resources

RE: Personnel Activity

BOARD ITEM: 7A

NEW CERTIFICATED EMPLOYEE

Heidi Pfeifle – Occupational Therapist, Early Childhood Services (Welcome Back, previous layoff)

NEW CLASSIFIED EMPLOYEE

Lindsey Welchel – Site Coordinator, Community Programs

Nia Cole – Site Coordinator, Community Programs

Gregory Marshall – Facilities Operation Manager, General Services

Laura Cervantes – Site Coordinator, Community Programs

Alexis Lopez - Site Coordinator, Community Programs

Kayla Mikkola – Certificated Program Manager, Continuous Improvement/Academic Support

Keita Reid - Certificated Program Manager, Continuous Improvement/Academic Support

Lambert Chambers-Hernandez – Admin. Asst. II, Continuous Improvement/Academic Support

CHANGE IN ASSIGNMENT

Jami Mendez – CD Teacher to CD Site Supervisor, Early Childhood Services

Emily Darlington –Program Coordinator II to Program Planner, Early Childhood Services

Garrett Sathre – Instructional Support Specialist II to Technology Coordinator, Camille Creek

Mollie Pena – HR Technician, Human Resources to Program Coordinator I, Continuous Improvement/Academic Support

Jami Mendez – CD Teacher to CD Site Supervisor, Early Childhood Services

RESIGNATION

Alicia Betschart – Business Process Analyst, Community Programs

Yuliana Moreno – Fiscal Operations Coordinator, Continuous Improvement/Academic Support

RETIREMENT ANNOUNCEMENTS

Julia Morgan – CD Teacher, Early Childhood Services

TERMINATION -None

LAYOFF/NON-REELECTS/TEMPORARY RELEASE NOTICES

None

POSITION VACANCIES

Early Childhood Education Assistant (3) – Early Childhood Services

Child Development Teacher (3), Associate Child Development Teacher (2) – Early Childhood Services

Special Education Teacher, School Nurse, Speech and Language Therapist - Early Childhood Services

Program Coordinator II – Community Programs

Program Coordinator I – Community Programs

Human Resources Technician – Human Resources

Business Process Analyst – Community Programs

Teacher – Camille Creek

Instructional Support Specialist II - Camille Creek

Fiscal Operations Coordinator, Continuous Improvement/Academic Support

Early Intervention Assistant – Napa Infant Program, Early Childhood Services

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

Item: 7.B.
July 16, 2024

TITLE:

First Reading Board Policy 0410 Nondiscrimination in County Office Programs and Activities

HISTORY:

The Napa County Board of Education is committed to providing equal opportunity for all individuals in Napa County Office of Education (NCOE) programs and activities and has previously approved BP 0410 Nondiscrimination in County Office Programs and Activities.

This policy has been amended to add additional protected categories including medical condition, reproductive health decision making, and political affiliation.

Specifically, SB 523 requires the addition of medical condition and reproductive health decision making. Code of Federal Regulations 1225.1, which NCOE must follow as an AmeriCorps grantee, requires the addition of political affiliation.

CURRENT PROPOSAL:

Board to review and discuss proposed changes to Board Policy 0410 Nondiscrimination in County Office Programs and Activities.

FUNDING SOURCE:

N/A

SPECIFIC RECOMMENDATION:

It is recommended that the Board review and amend Board Policy 0410 Nondiscrimination in County Office Programs and Activities.

Julie McClure, Associate Superintendent

July 3, 2024

County Board Policy 0410: Nondiscrimination In County Office Programs And Activities

Status: DRAFT

Original Adopted Date: 02/18/2021 | Last Revised Date: 05/03/2022 | Last Reviewed Date: 05/03/2022

The Napa County Board of Education is committed to providing equal opportunity for all individuals in Napa County Office of Education (NCOE) programs and activities. NCOE programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, **medical condition, reproductive health decision making, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, veteran or military status, or political affiliation**; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of services in NCOE programs and activities. Personally identifiable information collected in the implementation of any NCOE program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of that program, except when the County Board or, when applicable, the Napa County Superintendent of Schools authorizes its use for another purpose in accordance with law. Resources and data collected by the NCOE shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

NCOE programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames. (Education Code 221.2-221.3)

Periodically, NCOE facilities, programs, and activities shall be reviewed to ensure the removal of any barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing NCOE programs and activities, including the use of facilities. Prompt and reasonable actions shall be taken to remove any identified barrier.

All allegations of unlawful discrimination in NCOE programs and activities shall be investigated and resolved in accordance with law, Board policy on uniform complaint procedures, and related County Superintendent-approved procedures. (5 CCR 4600-4670)

Pursuant to 34 CFR 106.9, students, parents/guardians, applicants for admission, and the public shall be notified about the County Board's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the NCOE. The notification shall also be posted on the NCOE's web site and social media and in NCOE program sites and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Such information may be provided through any other cost-effective means determined by the County Superintendent or designee. (Education Code 234.7)

The County Board's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985)

Access for Individuals with Disabilities

NCOE programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. (28 CFR 35.150)

The County Superintendent has designated the following ADA Coordinator to receive requests for accommodation and to receive and investigate complaints regarding access to NCOE facilities, programs, services and activities: (28 CFR 35.107)

Deputy Superintendent
2121 Imola Avenue

Napa, CA 94559
(707) 253-6810
jschultz@napacoe.org

The NCOE shall ensure that it provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large-print materials. (28 CFR 35.130, 35.160, 36.303)

The NCOE shall develop and update transition plans when necessary to address structural changes that are needed to provide accessibility to NCOE facilities, activities, services, and programs. (28 CFR 35.150)

The NCOE shall develop a complaint procedure consistent with the Americans with Disabilities Act and with Section 504 of the Rehabilitation Act.

Individuals with disabilities shall notify the ADA Coordinator if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a county office and school-sponsored functions, programs, or meetings.
