



# Flournoy Union Elementary School District

PO Box 2260; 15850 Paskenta Rd. Flournoy, CA 96029

[www.flournoyschool.org](http://www.flournoyschool.org) 530-833-5331; 530-833-5332 fax

## BOARD MEETING AGENDA

Tuesday, September 20, 2022 at 6:15 pm

**MISSION STATEMENT:** The Mission of Flournoy Elementary School is to provide academic excellence, responsible citizens, and a lifelong desire for learning in a safe environment.

DATE: Tuesday, September 20, 2022 at 6:15 pm

TYPE: Public Hearing Board Meeting

LOCATION: Flournoy School District, Building 1

PUBLIC HEARING NOTICE POSTED: 09/05/2022 Flournoy School, Flournoy Store and Paskenta Store

BOARD MEETING AGENDA POSTED: 09/16/2022 Flournoy School, Flournoy Store and Paskenta Store

### 1. PUBLIC MEETING CALL TO ORDER BY PRESIDING OFFICER \_\_\_\_, at \_\_\_\_ p.m.

#### Roll call

- ☐ Patrick Archer
- ☐ Cathy Bjornestad-Tobin
- ☐ Tyson Carter
- ☐ Sara Valoroso
- ☐ Mike Sanderson

### PUBLIC COMMENT PERTAINING TO AGENDA

Comments on Closed Session Agenda Items, (below). Any person wishing to speak to any item on the Closed Session Agenda will be granted three minutes to make a presentation.

Comments from the Floor: At this time, any person wishing to speak to any item not on the Agenda will be granted three minutes to make a presentation. No action may be taken at this meeting on items addressed during these comments.

Comments on Agenda Items: At this time, any person wishing to speak to any item on the Agenda will be granted three minutes to make a presentation.

### 2. PLEDGE OF ALLEGIANCE

#### Recognize staff present:

- ☐ Rachel Davis, Superintendent
- ☐ Melinda Flournoy, Business Manager
- ☐ Heather Flournoy, Teacher
- ☐ Cody Weston, Custodian
- ☐ Mei Vance, Instructional Aide
- ☐ Sandra Palafox, Instructional Aide
- ☐ Maria Herrera
- ☐ Leah Castor

3. **ADOPTION OF AGENDA**             /        /        /
4. **APPROVAL OF MINUTES FROM THE MEETINGS OF:** Tuesday, August 16, 2022      Motion/Second      Ayes/Noes      /Abstain
5. **COMMENTS**             /        /        /
1. From members of the Board of Education
  2. From the Superintendent and Business Manager
  3. From the Staff/Teachers
6. **GENERAL FUNCTION CONSENT ITEMS**      Motion/Second      Ayes/Noes      /Abstain
1. Bills and warrants for: **August 2022**
  2. MOUs/Agreements:
    - 2022-23 MOU with TCDE School Nursing Services
    - 2022-23 MOU with TCDE Psychological Services
    - 2022-23 MOU with TCDE Mild/Moderate Specialist Program Services
    - 2022-23 MOU with TCDE Speech Services
7. **PUBLIC HEARING:**             /        /        /
- This meeting is declared a public hearing for the purpose of allowing members of the public to discuss the Sufficiency of Instructional Materials
8. **DISCUSSION/ACTION ITEMS** (Attachments)      Motion/Second      Ayes/Noes      /Abstain
1. Consider approval of Resolution Regarding Sufficiency of Instructional Materials and approval of Certification.             /        /        /
  2. Consider approval of the 2021-2022 Unaudited Actuals for Flournoy School (Pursuant of Ed Code Section 41200)      Motion/Second      Ayes/Noes      /Abstain
  3. Consider approval of the Resolution of Adopting the GANN Limit.             /        /        /
  4. Consider approve of the 2022-23 Certification of Assurances Consolidated Application Application (ConApp)      Motion/Second      Ayes/Noes      /Abstain
9. **DISCUSSION ON NEXT BOARD MEETING**             /        /        /
1. Next meeting date: Tuesday, September 20, 2022, 6:15 PM
  2. Possible items for action/discussion
    - Quarterly Report on Williams Uniform Complaints
10. **FURTHER COMMENTS**      Motion/Second      Ayes/Noes      /Abstain
1. From members of the Board of Education
  2. From the Superintendent
- /        /        /             Adjournment at        p.m.



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## BOARD MEETING MINUTES

Tuesday, August 16, 2022 at 6:15 pm

**MISSION STATEMENT:** The Mission of Flournoy Elementary School is to provide academic excellence, responsible citizens, and a lifelong desire for learning in a safe environment.

DATE: Tuesday, August 16, 2022 at 6:15 pm

TYPE: Regular Board Meeting

LOCATION: Flournoy School District, Building 1

PUBLIC HEARING NOTICE POSTED: None

BOARD MEETING AGENDA POSTED: 08/12/2022 Flournoy School, Flournoy Store and Paskenta Store

### 1. PUBLIC MEETING CALL TO ORDER BY PRESIDING OFFICER Patrick Archer , at 6:17\_ p.m.

#### Roll call

- ☐ Patrick Archer
- ☒ Cathy Bjornestad-Tobin
- ☐ Tyson Carter
- ☒ Sara Valeroso
- ☐ Mike Sanderson

### PUBLIC COMMENT PERTAINING TO AGENDA

Comments on Closed Session Agenda Items, (below). Any person wishing to speak to any item on the Closed Session Agenda will be granted three minutes to make a presentation.

Comments from the Floor: At this time, any person wishing to speak to any item not on the Agenda will be granted three minutes to make a presentation. No action may be taken at this meeting on items addressed during these comments.

Comments on Agenda Items: At this time, any person wishing to speak to any item on the Agenda will be granted three minutes to make a presentation.

### 2. PLEDGE OF ALLEGIANCE

#### Recognize staff present:

- ☐ Rachel Davis, Superintendent
- ☐ Melinda Flournoy, Business Manager
- ☐ Heather Flournoy, Teacher
- ☒ Cody Weston, Custodian
- ☒ Mei Vance, Instructional Aide
- ☒ Sandra Palafox, Instructional Aide
- ☒ Maria Hererra
- ☒ Lea Castor

3. **ADOPTION OF AGENDA** *MS* ~ / *TF* ~ 3 ~ / 0 ~ / 0 ~  
*Motion/Second* *Ayes/Noes* / *Abstain*
4. **APPROVAL OF MINUTES FROM THE MEETINGS OF:** **Tuesday, June 21 & 22, 2022**  
*TF* ~ / *MS* ~ 3 ~ / 0 ~ / 0 ~  
*Motion/Second* *Ayes/Noes* / *Abstain*
5. **COMMENTS**
1. From members of the Board of Education
  2. From the Superintendent and Business Manager
    - Debbie Hammons, paraprofessional retired effective 06/30/22
    - Amanda Taylor resigned as teacher effective 08/12/22 and will work parttime with the SERRF after school Expanded Learning Opportunities Program (ELO-P)
    - Welcome, Heather Flournoy new teacher hired effective 07/28/22
    - R. Davis talked about active shooter training and site assessment.
  3. From the Staff/Teachers
6. **GENERAL FUNCTION CONSENT ITEMS**
1. Bills and warrants for: **June & July 2022**
  2. MOUs/Agreements: **NONE** *TF* ~ / *MS* ~ 3 ~ / 0 ~ / 0 ~  
*Motion/Second* *Ayes/Noes* / *Abstain*
7. **PUBLIC HEARING:** **NONE**
8. **DISCUSSION/ACTION ITEMS** (Attachments)
1. Consider approval of the Quarterly Report on Williams Uniform Complaints Ed Code 35186(d) *TF* ~ / *MS* ~ 3 ~ / 0 ~ / 0 ~  
*Motion/Second* *Ayes/Noes* / *Abstain*
9. **DISCUSSION ON NEXT BOARD MEETING**
1. Next meeting date: Tuesday, September 20, 2022, 6:15 PM
  2. Possible items for action/discussion
    - Instructional Materials Resolution
    - GANN Resolution
    - Unaudited Financial Statements
    - Approve EPA Expenditures
10. **FURTHER COMMENTS**
1. From members of the Board of Education
  2. From the Superintendent

Patrick Archer ~ Adjournment at 6:33 p.m.

## Checks Dated 08/01/2022 through 08/31/2022

Check Number	Check Date	Pay to the Order of	FD-OBJT	Comment	Expensed Amount	Check Amount
40234981	08/04/2022	AT&T/Calnet	01-5901	Phone Bill		85.98
40234982	08/04/2022	Pace Analytical Services, LLC	01-5502	Drinking Water Monitoring		96.00
40234983	08/04/2022	California Safety Company	01-5507	Monthly Central Station Monitoring		50.00
40234984	08/04/2022	Coastal Business Systems Inc.	01-5600	Copier Lease & Usage		401.33
40234985	08/04/2022	Discovery Education	01-5825	Discovery Education Experience		555.00
40234986	08/04/2022	Green Waste	01-5506	Elkins Garbage	190.29	
				Garbage Bill	266.49	456.78
40234987	08/04/2022	McCoy's Hardware & Farm Supply	01-4300	MAINTENANCE SUPPLIES		83.06
40234988	08/04/2022	Pacific Gas & Electric Co	01-5503	Electric Bill	2,221.73	
				Elkins Electric Bill	71.78	2,293.51
40234989	08/04/2022	Michael D. Butler	01-5502	Water Operator Service		100.70
40234990	08/04/2022	TCSIG	76-9513	Insurance Premiums	3,362.00	
			76-9522	Insurance Premiums	842.00	
			76-9552	Insurance Premiums	265.00	
			76-9553	Insurance Premiums	85.00	4,554.00
40234991	08/04/2022	Tehama Co. Dept of Env Health	01-5800	School Cafeteria/Non Transient Water System		595.00
40234992	08/04/2022	US Bank	01-4300	Various	1,283.65	
			13-4300	Various	206.42	
			13-5825	Various	179.00	
40234993	08/04/2022	WAXIE Sanitary Supply	01-4300	Maintenance Supplies		1,669.07
40235073	08/08/2022	Jack Schreder & Associates, In c.	01-5801	June 2022 Activities School Facility Program		3,044.89
40235074	08/08/2022	Christy White Associates	01-5802	2021-22 District Audit		231.25
40235075	08/08/2022	Tehama Co Dept of Education	01-4300	21-22 Data Transmission Services Agreement	1,128.55	
			01-5800	21-22 Data Transmission Services Agreement	3,819.45	
				SARB MOU	865.00	
			01-5903	21-22 Data Transmission Services Agreement	4,052.00	9,865.00
Total Number of Checks					16	26,691.57

## Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL	15	21,752.15
13	CAFETERIA SPEC REV	1	385.42

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

908 - Flournoy School District

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ESCAPE ONLINE

Page 1 of 2

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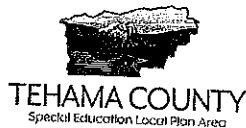
Checks Dated 08/01/2022 through 08/31/2022

Check Number	Check Date	Pay to the Order of	FD-OBJT	Comment	Expensed Amount	Check Amount
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## Fund Recap

Fund	Description	Check Count	Expensed Amount
76	WARRANT/PASS-THRU	1	4,554.00
	Total Number of Checks	16	26,691.57
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		26,691.57

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.



## MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **Tehama County Department of Education**, herein called DEPARTMENT, and **Flournoy School District**, herein called DISTRICT, for the provision of school nursing services to the District. The parties agree as follows:

The term of this agreement is **July 1, 2022** through **June 30, 2023**.

A. The DEPARTMENT agrees to:

1. Provide 0.03 full-time equivalent (FTE) of school nursing service during the period of July 1, 2022 through June 30, 2023. The individual(s) providing the service shall remain an employee of the DEPARTMENT.
2. Invoice DISTRICT the sum of **\$3,822** based on the projected rate of **\$127,412.25** per one (1.0) FTE. This rate is based on the average cost for salary and benefits for the pupil personnel services staff and average cost of 4000, 5000, and 6000 object code expenditures for the pupil personnel service program that is allocated to the district. Additionally, the district will be invoiced for actual usage of services that exceed their allocated FTE. The rate is based on the average cost for one day per week of salary and benefits for the pupil personnel services staff and the "shared" average cost of 4000, 5000, and 6000 object code expenditures for the pupil personnel service program. Additionally, as this is general education nursing, an indirect cost will be included (Tehama County Department of Education 2022-2023 Indirect rate 7.03%). An estimate of the amount to be invoiced will be made in June and the billing will occur after the Department has "closed the books" for the 2022-23 fiscal year. Payment shall be due and payable **thirty (30) days** after receipt of the invoice by DISTRICT.

B. The DISTRICT agrees to:

1. Provide adequate facilities and support including technology, materials and supplies, and access to a computer and printer for district and state reporting requirements and other reports to enable the pupil personnel service provider to perform services.
2. Pay the DEPARTMENT for the costs of services at the invoiced rate specified in Item A-2 and A-3, above.

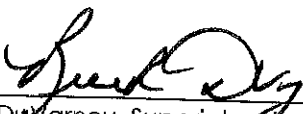
*Payment will be adjusted accordingly in the case of any change in the rate resulting from cost of living adjustments or re-negotiated rates to the appropriate salary schedule or the Department's contributions for the employee benefits.*

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Either party not intending to continue or intending to revise this Agreement for the succeeding year shall give written notice of such intent no later than **January 06, 2023**.


Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

The provisions of this agreement are agreed to by both parties as certified by the signatures below:

  
Richard DuVarney, Superintendent  
Tehama County Department of Education

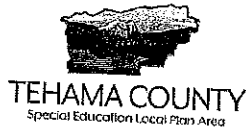
Date

8/3/22

  
Rachel Davis, Superintendent  
Flournoy School District

Date

8/30/22



## MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **Tehama County Department of Education**, herein called **DEPARTMENT**, and **Flournoy School District**, herein called **DISTRICT**, for the provision of **psychological services** to the District. The parties agree as follows:

The term of this agreement is **July 1, 2022 through June 30, 2023**.

A. The DEPARTMENT agrees to:

1. Provide psychological service during the period of July 1, 2022 through June 30, 2023 on a Fee for Services (FFS) basis. The individual(s) providing the service shall remain an employee of the DEPARTMENT.
2. Invoice DISTRICT based on the actual usage of services, prorated portion of one day a week. The rate is based on the average cost for one day per week of salary and benefits for the pupil personnel services staff and the "shared" average cost of 4000, 5000, and 6000 object code expenditures for the pupil personnel service program. An estimate of the amount to be invoiced will be made in June and the billing will occur after the Department has "closed the books" for the 2022-23 fiscal year. Payment shall be due and payable **thirty (30) days** after receipt of the invoice by DISTRICT. Payment will be adjusted accordingly in the case of any change in the rate resulting from cost of living adjustments or re-negotiated rates to the appropriate salary schedule or the Department's contributions for the employee benefits.

B. The DISTRICT agrees to:


1. Provide adequate facilities and support including technology, materials and supplies, and access to a computer and printer for IEP and report writing to enable the pupil personnel service provider to perform services.
2. Pay the DEPARTMENT for the costs of services at the invoiced rate specified in Item A-2, above.

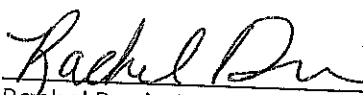
Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Either party not intending to continue or intending to revise this Agreement for the succeeding year shall give written notice of such intent no later than **January 6, 2023**.

Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

The provisions of this agreement are agreed to by both parties as certified by the signatures below:

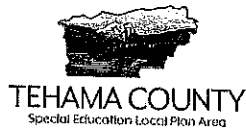
  
Richard DuVarney, Superintendent  
Tehama County Department of Education

  
Rachel Davis, Superintendent  
Flournoy School District

8/3/22  
Date

8/30/22  
Date





## MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **Tehama County Department of Education**, herein called DEPARTMENT, and **Flournoy School District**, herein called DISTRICT, for the provision of **Mild/Moderate (M/M) Specialist Program services** to the District. The parties agree as follows:  
The term of this agreement is **July 1, 2022** through **June 30, 2023**.

A. The DEPARTMENT agrees to:

1. Provide education specialist program service during the period of July 1, 2022 through June 30, 2023, based on student needs. The approximate projected allocation is 0.20 full-time equivalent (FTE). The individual(s) providing the service shall remain an employee of the DEPARTMENT.
2. The DEPARTMENT reserves the right to change the education specialist program service allocation based on student needs that enter or leave the DISTRICT with this service needs.
3. Invoice DISTRICT the sum of the remaining billback deficit based on the projected rate of \$12,537.61 per 1.0 FTE; Estimated .20 expense is **\$2,508**. An estimate of the amount to be invoiced will be made in June and the billing will occur after the Department has "closed the books" for the 2022-23 fiscal year. Payment shall be due and payable **thirty (30) days** after receipt of the invoice by DISTRICT. Payment will be adjusted accordingly in the case of any change in allocation of education specialist program. *Payment will be adjusted accordingly in the case of any change in the rate resulting from cost of living adjustments or re-negotiated rates to the appropriate salary schedule or the Department's contributions for the employee benefits.*

B. The DISTRICT agrees to:

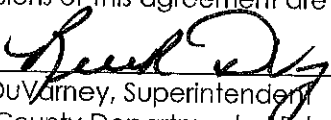
1. Provide adequate facilities and support including technology, curriculum, materials and supplies, and access to a computer and printer for IEP and report writing to enable the education specialist service provider to perform services.
2. Provide program support including, but not limited to, scheduling, curriculum decisions and support, day-to-day problem solving, and program monitoring in collaboration with DEPARTMENT staff.
3. Pay the DEPARTMENT for the costs of services at the invoiced rate specified in Item A-3, above.

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Either party not intending to continue or intending to revise this Agreement for the succeeding year shall give written notice of such intent no later than **January 6, 2023**.

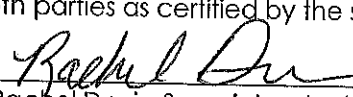
Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

The provisions of this agreement are agreed to by both parties as certified by the signatures below:

  
Richard DuVarney, Superintendent  
Tehama County Department of Education

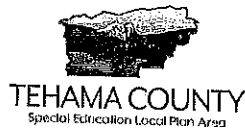
Date

8/3/22

  
Rachel Davis, Superintendent  
Flournoy School District

Date

8/30/20



## MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **Tehama County Department of Education**, herein called DEPARTMENT, and **Flournoy School District**, herein called DISTRICT, for the provision of speech services to the District. The parties agree as follows:

The term of this agreement is **July 1, 2022** through **June 30, 2023**.

A. The DEPARTMENT agrees to:

1. Provide speech services during the period of July 1, 2022 through June 30, 2023. The individual(s) providing the service shall remain an employee of the DEPARTMENT.
2. Invoice DISTRICT the sum of the remaining billback deficit. This is based on the Speech/ Language Program agreement. The portion of the deficit cost per student is currently estimated at \$339.75. An estimate of the amount to be invoiced will be made in June and the billing will occur after the Department has "closed the books" for the 2022-23 fiscal year. Payment shall be due and payable **thirty (30) days** after receipt of the invoice by DISTRICT. Payment will be adjusted accordingly in the case of any change in the number of cases supported by the provider. Payment will be adjusted accordingly in the case of any change in the rate resulting from cost of living adjustments or re-negotiated rates to the appropriate salary schedule or the Department's contributions for the employee benefits. Due to the mass shortage of Speech/Language Pathologists in the county, the DEPARTMENT has had to contract with Non-Public Agencies (NPA's) significantly increasing the cost of the deficit. This cost could rise depending on NPA contracts. Salary/Benefits is not controlled by the DEPARTMENT. Each NPA has their own rates based on supply and demand.

B. The DISTRICT agrees to:

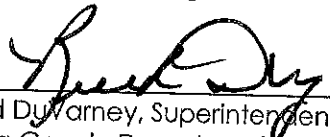
1. Provide adequate facilities and support including technology, materials and supplies, and access to a computer and printer for IEP and report writing to enable the speech service provider to perform services.
2. Pay the DEPARTMENT for the costs of services at the invoiced rate specified in Item A-2, above.

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Either party not intending to continue or intending to revise this Agreement for the succeeding year shall give written notice of such intent no later than **January 6, 2023**.

Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

The provisions of this agreement are agreed to by both parties as certified by the signatures below:

  
Richard DuVarney, Superintendent  
Tehama County Department of Education

  
Rachel Davis, Superintendent  
Flournoy School District

8/13/22  
Date

8/30/22  
Date

Flournoy Union Elementary School District

**NOTICE OF PUBLIC HEARING**  
Sufficiency of Instructional Materials

2022-2023 School Year

Education Code 60119, as revised by Chapter 900, Statutes of 2004, and CCR Title 5, Sections 9531(c), requires that in order to be eligible to receive instructional materials funds, the governing board of each district and county office of education is required to hold an annual public hearing and adopt a resolution stating whether each pupil in the district has sufficient textbooks or instructional materials in specified subjects consistent with the content and cycles of the curriculum frameworks adopted by the state board.

This hearing is scheduled during the public hearing meeting of the Flournoy Union Elementary School District Board as follows:

Tuesday, September 20, 2022 at 6:15 p.m.  
Flournoy Union Elementary School District  
15850 Paskenta Rd., Flournoy, CA 96029

Posted 09/05/2021  
Flournoy School Bulletin Board  
Flournoy Store Bulletin Board  
Paskenta Post Office Bulletin Board

## RESOLUTION REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS

Whereas, the governing board of Flournoy Union Elementary School District, in order to comply with the requirements of Education Code Section 60119 held a public hearing on September 20, 2021 at 6:15 p.m., which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days' notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district has a bargaining unit) in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, consistent with the cycles and content of the curriculum frameworks, and;

Whereas sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the 2022-2023 school year, the Flournoy Union Elementary School District has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks.

Passed and adopted this 20<sup>th</sup> day of September 2021, at a regular meeting by the following vote, to wit:

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstained: \_\_\_\_\_

\_\_\_\_\_  
Clerk, Board of Trustees

### CERTIFICATION:

I, Rachel Davis certify that the foregoing is a correct copy of a resolution passed and adopted by the Flournoy Union Elementary School District Board of Trustees.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**RESOLUTION FOR ADOPTING THE "GANN" LIMIT**

*(Normal, no increase to Limit pursuant to G.C. 7902.1 [nothing on line K {COE line P}])*

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the Flournoy Elementary School District must establish a revised Gann limit for the 2021-22 fiscal year and a projected Gann Limit for the 2022-23 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2021-22 and 2022-23 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2021-22 and 2022-23 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk, Board of Trustees

AYES: \_\_\_\_\_

CERTIFICATION:

NOES: \_\_\_\_\_

I, Rachel Davis, Superintendent

ABSENT: \_\_\_\_\_

Certify that the foregoing is a correct copy  
of a resolution passed and adopted by the  
Flournoy School District Board of Trustees

Dated: \_\_\_\_\_

\_\_\_\_\_  
Superintendent

**2022-23 Certification of Assurances**


Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

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

Authorized Representative's Full Name	Melinda Flournoy
Authorized Representative's Signature	
Authorized Representative's Title	Business Manager
Authorized Representative's Signature Date	09/07/2022

**\*\*\*Warning\*\*\***

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**2022–23 Protected Prayer Certification**

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

**CDE Program Contact:**

Miguel Cordova, Title I Policy, Program, and Support Office, [MCordova@cde.ca.gov](mailto:MCordova@cde.ca.gov), 916-319-0381

**Protected Prayer Certification Statement**

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

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

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Rachel Davis
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	09/07/2022
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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**2022–23 LCAP Federal Addendum Certification****CDE Program Contact:**Local Agency Systems Support Office, [LCAPAddendum@cde.ca.gov](mailto:LCAPAddendum@cde.ca.gov), 916-323-5233**Initial Application**

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

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

**Returning Application**

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

<b>County Office of Education (COE) or District</b> For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	09/12/2017
<b>Direct Funded Charter</b> Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Rachel Davis
Authorized Representative's Title	Superintendent/Teacher

**\*\*\*Warning\*\*\***

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**2022–23 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

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

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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**District English Learner Advisory Committee Review**

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

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

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

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title II, Part A funds used through the Alternative Fund Use Authority (AFUA)</b> Section 5211 of ESEA	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes
<b>Title IV, Part A (Student and School Support)</b> ESSA Sec. 4101 SACS 4127	Yes
<b>Title IV, Part A funds used through the Alternative Fund Use Authority (AFUA)</b>	Yes

**\*\*\*Warning\*\*\***

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## 2022–23 Application for Funding

**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

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

**\*\*\*Warning\*\*\***

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**2022–23 Title III English Learner Student Program Subgrant Budget**

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

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [GNdirang@cde.ca.gov](mailto:GNdirang@cde.ca.gov), 916-323-5831

**Estimated Allocation Calculation**

Estimated English learner per student allocation	\$125.10
Estimated English learner student count	4
Estimated English learner student program allocation	\$500

**Note: \$10,000 minimum program eligibility criteria**

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

**Budget**

Professional development activities	\$0
Program and other authorized activities	\$500
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$0
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$500

**\*\*\*Warning\*\*\***

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**2022–23 Title III Immigrant Student Program Subgrant Budget**

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

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [GNdirang@cde.ca.gov](mailto:GNdirang@cde.ca.gov), 916-323-5831

**Estimated Allocation Calculation**

Estimated immigrant per student allocation	\$150.85
Estimated immigrant student count	1
Estimated immigrant student program allocation	\$151

**Note: Eligibility criteria**

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

**Budget**

Authorized activities	\$151
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$151

**\*\*\*Warning\*\*\***

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**2022–23 Substitute System for Time Accounting**

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

**CDE Program Contact:**

Hilary Thomson, Fiscal Oversight and Support Office, [HThomson@cde.ca.gov](mailto:HThomson@cde.ca.gov), 916-323-0765

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

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

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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