



MENDOCINO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

## RESPONSE TO CIVIL GRAND JURY REPORT

*The Mendocino Unified School District Special Education Program (dated 7/10/2022)*

### INTRODUCTION

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The Board of Trustees of the Mendocino Unified School District has reviewed and discussed the report issued by the Mendocino County Civil Grand Jury, titled *The Mendocino Unified School District Special Education Program*.

**The Board disagrees with the Grand Jury's findings.** Although the Grand Jury claims that the District failed to properly identify and provide required special education services to “several students,” the Grand Jury did not, in fact, collect any evidence of this. The findings reflect an incomplete investigation.

1. The Grand Jury failed to seek any evidence of the District's compliance with special education laws, including the Individuals with Disabilities Education Act (“IDEA”);
2. The Grand Jury failed to speak to any individuals responsible for implementing District Individualized Education Programs (“IEPs”), and
3. The Grand Jury failed to identify any documentation of the “lawsuits” that allegedly found the District in violation of the law.

In this response, the Board provides information with supportive documentation to put the community's mind at ease regarding the state of special education in the District.

**The Mendocino Unified School District is, and always has been, committed to the success of its students with disabilities.** The Board hopes that by outlining the District's actions accurately, any damage done by the Grand Jury's false and misleading report will be repaired and community confidence will be restored. The Board acknowledges that perfect implementation of the IDEA is difficult to achieve and encourages parents and guardians to reach out to District staff with any concerns about their individual student's performance and progress in school.

## **RESPONSE TO GRAND JURY REPORT “SUMMARY”**

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The Grand Jury report begins with a summary that includes many factual inaccuracies. Below is a list of the Grand Jury’s inaccurate statements followed by the Board’s corrections.

### ***Inaccurate Statement 1:***

*“The GJ found that the school district failed to properly identify and provide mandated SpEd services to several students, that resulted in California Office of Administrative Hearings lawsuits compelling the district to offer additional student services to correct their practices.”*

#### **Correction:**

There has not been a single decision, finding, and/or order against the District from the California Office of Administrative Hearings with regard to special education services in more than a decade.<sup>1</sup>

### ***Inaccurate Statement 2:***

*“The GJ found a lack of awareness or particular concern about the special education settlement agreements by the school Superintendent and the K-8 school Principal.”*

#### **Correction:**

This vague allegation is not supported by any evidence and runs contrary to the Board’s experience that both the District Superintendent and Mendocino K8 School Principal are aware of special education settlement agreements as appropriate for their positions and that they are both committed to ensuring that student needs are met on District campuses.

As a point of process, settlement agreements entered into by the District are at the sole discretion of the Board, not the Superintendent or Mendocino K8 School Principal. District personnel do not have the authority to enter into settlement agreements with families without the Board’s input and approval. The Board can delegate the authority to the Superintendent to act as the Board’s agent in negotiations.

### ***Inaccurate Statement 3:***

*“Several families testified to the GJ that they had to sue the district to receive the SpEd services necessary for compliance with their students’ Individual Education Plan (IEP).”*

#### **Correction:**

It is important to distinguish between a lawsuit filed in a state or federal court and administrative filings against the District to initiate the legal process by which parents can address concerns about how their child’s special needs are being addressed—called due process complaints. Due process is an important procedural right granted by the

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<sup>1</sup> Special education due process hearing decisions are all publicly available. A searchable database is maintained by the Office of Administrative Hearings, Special Education Division, at the following website: <https://www.dgs.ca.gov/OAH/Case-Types/Special-Education/Services/Decisions>

IDEA that can be useful in resolving disagreements between schools and parents regarding special education programming.<sup>2</sup> A parent can file a due process complaint even if the District is in full compliance with special education law. Sometimes the process ends in mediation; other times it moves to a full administrative due process hearing.

***Inaccurate Statement 4:***

*“The MUSD was compelled by legal settlement agreements to pay for SpEd services and associated travel expenses, professional educational consultants, and legal fees in the amount of \$56,765 for the period January 2021 to June 2022.”*

**Correction:**

The Grand Jury’s statement reflects a lack of understanding of the negotiations process and the fact that settlements might be preferred to evidentiary hearings for financial and/or relationship purposes. The District has willingly chosen to enter into settlement agreements with several families to resolve concerns regarding the provision of Free Appropriate Public Education (“FAPE”) for their students to avoid protracted, expensive, and antagonistic administrative hearings and appeals that could last for years and leave the children in question in limbo with regard to their educational programs.

Also, these costs are incorrect. See the response under Finding 5 for details.

***Inaccurate Statement 5:***

*“All parents in these MUSD settlements were required to sign a non-disclosure agreement (NDA).”*

**Correction:**

The District has never required any parent to sign a non-disclosure agreement in the situation described above. In special education settlement agreements, families usually waive any claims against the District in return for services or assessments agreed upon by both parties. These agreements have a confidentiality clause – pertaining to both families and District personnel so only those directly involved are privy to the details of the settlement. This is to protect confidentiality; for example, a site administrator would not be privy to terms of an agreement that she did not have responsibility for implementing.

The term “non-disclosure agreement” – which appears nowhere in any special education settlement agreement approved by the Board – is inflammatory in nature and does not reflect the true intent of the confidentiality clauses. These clauses are meant to protect the student’s and parents’ confidential information and to avoid issues where persons outside

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<sup>2</sup> More information about this process is provided by the Office of Administrative Hearings, Special Education Division, at the following website: <https://www.dgs.ca.gov/OAH/Case-Types/Special-Education/Self-Help>

of the settlement process (like Grand Jury members) make judgments about the District's intent without knowledge of the full facts.

***Inaccurate Statement 6:***

*The countywide practice of non-disclosure agreements makes it difficult to obtain testimony from other families, raising concerns about other districts having similar practices to MUSD, in failing to abide by agreed-upon IEPs that provide federal and state mandated protections.*

**Correction:**

The Board cannot speak to any countywide practices, but MUSD does not use non-disclosure agreements in its special education settlement agreements. Moreover, the Board notes that the Grand Jury has subpoena power and could have conducted further inquiry if it felt information was missing from its inquiry.

**CONCERNS WITH METHODOLOGY**

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The Grand Jury failed to interview relevant individuals and failed to request relevant documentation. Had the Grand Jury completed a thorough investigation into this matter, it would have been able to make accurate findings.

Per the report, the Grand Jury did not review any due process complaints, settlement agreements, IEPs, California Department of Education compliance data, or other information relevant to the question of whether the District was meeting its obligations to students under the IDEA. Typically, a review of whether the District provided free appropriate public education to a student occurs in a fact-specific due process hearing on an individual student basis, following weeks of testimony from witnesses and the review of hundreds of pages of relevant documentation. None of that information was considered here.

Additionally, the Board is concerned that the Grand Jury never asked the Board or District for a list of parents/guardians whose students have IEPs with whom the Grand Jury could make contact. Instead, the Grand Jury only spoke with parents who had filed due process complaints against the District. Furthermore, the Grand Jury never asked the District or the Mendocino County SELPA for information or documentation related to the District's compliance with its obligations under the IDEA – information which is plentiful and easy to provide.

The Grand Jury has subpoena power, so its statement that “non-disclosure agreements makes [sic] it difficult to obtain testimony from other families, raising concerns about other districts having similar practices to MUSD, in failing to abide by agreed-upon IEPs that provide federal and state mandated protections” is insufficient and misleading. The Grand Jury had a duty and an obligation to issue subpoenas, speak with all relevant parties, and review all relevant information. Instead, it interviewed a very small and highly specific subset of the District's parent/guardian community and took those statements as fact. This half-hearted inquiry should not stand.

## **DOCUMENTS THE GRAND JURY SHOULD HAVE REQUESTED**

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Because of the methodology concerns above, the District has attached a number of additional items that the Grand Jury should have asked for and reviewed prior to issuing their report. These documents include:

1. A copy of a due process complaint and relevant documents, with confidential information redacted. Attachment 1 includes:
  - a. A due process complaint filed September 30, 2020;
  - b. A scheduling order issued October 1, 2020, showing a due process hearing date of November 24, 2020, and designating this case as OAH Case No. 2020100003;
  - c. A response to the complaint, filed October 12, 2020, showing that the District denied all allegations in the complaint and responding to allegations of denial of FAPE;
  - d. An order issued October 21, 2020, scheduling a mediation for November 20, 2020;
  - e. A compromise and release agreement resulting from the November 20, 2020, mediation agreed upon to resolve the case;<sup>3</sup>
  - f. An order issued November 20, 2020, vacating pending hearing dates due to the settlement agreement;
  - g. The agenda from the District's December 14, 2020, Board meeting, listing "Conference with Legal Counsel – Existing Litigation (Govt. Code 54956.9): OAH Case No. 2020100003" as a closed session item;
  - h. The minutes from the Board's December 14, 2020, meeting, indicating that the Board voted 3/2 to approve a settlement in OAH Case No. 2020100003; and
  - i. An order issued December 15, 2020, dismissing the case.
2. Emails showing Mendocino K8's response to requests for assessment, with confidential information redacted.
3. The District's Alternative Dispute Resolution and Prevention budget information;
4. The District's Educator Effectiveness Block Grant Expenditure Plan; and
5. Comments from parents.

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<sup>3</sup> Notably, the compromise and release agreement is clear that the District did not admit liability and that there was no prevailing party in this matter.

## **RESPONSE TO GRAND JURY REPORT “DISCUSSION”**

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Although a response to the Discussion section is not required, the Board finds it important to correct the many factual inaccuracies in this section of the report.

### ***Inaccurate Statement 1:***

*“A parent reported a recent successful negotiation whereby their student will attend a neighboring school district and receive SpEd services designated by the IEP and paid for by MUSD. . . . Parents who were denied services informed the GJ that it was so difficult to get services that they had to resort to legal action to compel the MUSD to honor the IEP agreement. These parents paid for and were successful in legal actions against MUSD to obtain compensatory services.”*

### **Correction:**

The District can place a student in a neighboring school if such a placement is required for FAPE. As noted in the finding, the District continues to provide and pay for special education services while the student attends school in a another district. As is clear from the finding, the parent reported that he or she viewed this solution as a “successful negotiation.” In other words, the parent agrees with the special education placement in a neighboring school district. There is nothing untoward or inappropriate about what occurred in this situation.

### ***Inaccurate Statement 2:***

*“Even after prevailing in their legal actions against the district, all families reported that they subsequently removed their students from the MUSD and enrolled their students in other school districts based on MUSD’s inadequate delivery of federally mandated special education services.”*

### **Correction:**

As stated previously, no parent has ever “prevail[ed] in their legal action against the [D]istrict” regarding a special education claim. The Board cannot respond to a statement about why a parent or guardian might have enrolled their student in a different school district. California law values parent choice in school enrollment and provides for a number of options for execution of such choice.<sup>4</sup>

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<sup>4</sup> The California Department of Education has compiled information on the options available to parents and guardians at the following webpage: <https://www.cde.ca.gov/re/di/fq/districttransfers.asp>

***Inaccurate Statement 3:***

*“After agreeing to settle legal disputes with the district, the parents were required to sign a non-disclosure agreement (NDA) with MUSD which the GJ later found to be a requirement of all SpEd legal settlements in this county. “*

**Correction:**

As stated previously, no parent was required to sign a non-disclosure agreement. The Board is unaware of any countywide policy or requirement regarding special education settlements. Each Local Educational Agency (“LEA”) such as a school district is free to choose its own legal counsel and make decisions regarding legal matters independently of the other LEAs.

***Inaccurate Statement 4:***

*“The MUSD Superintendent contends it is cheaper to settle legal suits than contest them in court, and that the MUSD Board may be re-thinking this strategy.”*

**Correction:**

Although the Grand Jury claims to have interviewed legal counsel(s), they do not appear to have asked this question of any legal counsel. Had they done so, Grand Jury members would have had a better understanding of the costs associated with such hearings as well as the adversarial nature of such proceedings. Advancing to an evidentiary hearing in any of the due process complaints filed against the District would have resulted in a financial burden on the District in excess of the costs of settlements, and those financial costs would not have gone toward services for students, but rather to attorneys’ fees. Instead, the costs associated with settlement agreements cover assessment and services for students. The Board believes this is an appropriate and ethical use of public funds.

Not only were the settlements fiscally sound, they avoided the adversarial relationship that is often created when a District chooses to proceed to a due process hearing, rather than resolve issues via a mediated agreement.

Most special education due process complaints are resolved via a settlement agreement. The Grand Jury should have reviewed publicly available information on special education due process complaints.<sup>5</sup> The most current data shows that statewide, out of 3,179 cases closed in the first three quarters of the 2021-22 fiscal year, 2,641 resulted in a settlement agreement, whereas only 54 resulted in a decision following an evidentiary hearing.<sup>6</sup> In other words, in special education, settlements are the rule, not the exception.

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<sup>5</sup> <https://www.dgs.ca.gov/OAH/Case-Types/Special-Education/Resources/Page-Content/Special-Education-Resources-List-Folder/Quarterly-Reports-and-Dashboards>

<sup>6</sup> <https://www.dgs.ca.gov/-/media/Divisions/OAH/Special-Education/Documents-for-Resource-Tab/Quarterly-Reports/Quarterly-Data-Report-Q3-FY21-22.pdf?la=en&hash=D9E88CEB883569166DE3BC85573599BF97C31073>

## RESPONSE TO GRAND JURY REPORT “FINDINGS”

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### ***Finding F5:***

*The MUSD parents had to seek and pay for their students' special education evaluations and accommodations and then sue the district to force compliance with federal special education law. The MUSD paid \$55,576 in reimbursement, travel, professional consultant, and legal fees from January 2021 to June 2022 to satisfy settlement agreements. The \$55,576 was paid out of the MUSD general fund which reduced the funds available for general education.*

### **Response:**

The Board disagrees with this “finding.”

1. It is unclear what is meant by “The MUSD parents.” The Board is aware that the number of complaints filed against the District reflects a small percentage of their overall student population. The District has received four due process complaints in the past ten years. The District serves an average of 67 students per year with special education programs and services.
2. Second, no parent has ever “sue[d]” the District to “force compliance with federal special education law.” As stated previously, some parents have filed due process complaints against the District. None of those complaints ever made it to a hearing stage where the District was “forced” to take any action. None of these complaints were ever lawsuits filed in a court of competent jurisdiction.
3. These costs are incorrect, as is the statement of the fund out of which they were paid. The District currently has restricted a total of \$71,050 for special education settlements.<sup>7</sup> Of that total, \$29,382 has been paid out to date. None of those payments have come out of the District’s General Fund; instead, they were paid out of Learning Recovery Support funds and the Mendocino SELPA's extraordinary costs pool.
4. As to the latter, the 2021-2022 state budget set aside \$100 million that was distributed to the SELPAs to resolve special education conflicts between parents and school districts, which escalated during remote learning.<sup>8</sup> The District received \$34,000 in these Learning Recovery Support funds.

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<sup>7</sup> It is possible that some of the restricted funds will revert to the District. Each settlement agreement has a date by which compensatory education must be used. If monies set aside for compensatory education are not used by the date indicated in the settlement agreement, the amount remaining in the fund returns to the District.

<sup>8</sup> *E.g., How California Plans to Deter Costly Special Education Disputes*, EdSource (July 22, 2021), available at <https://edsources.org/2021/how-california-plans-to-deter-costly-special-education-disputes/658226>

The Grand Jury report makes this out to be a Mendocino Unified School District issue alone. However, even the second largest school district in the nation had difficulties serving students during the pandemic and owed students compensatory education. *See, e.g., Office for Civil Rights Reaches Resolution Agreement with Nation’s Second Largest School District, Los Angeles Unified, to Meet Needs of Students with Disabilities during COVID-19 Pandemic* (Apr. 28, 2022), available at <https://www.ed.gov/news/press-releases/office-civil-rights-reaches->



5. Finally, the Board takes issue with the idea that students with disabilities should not receive services funded out of general funds. Students with disabilities are welcome in the District and are entitled to benefit from general funds just as any other student.

***Finding F6:***

*The IEP provides early interventions and are key to long term educational success and social-emotional development, and yet MUSD's IEP practices were indefensible in the Office of Administrative Hearings.*

**Response:**

The Board disagrees with this “finding.”

There has never, in the history of the District, been a finding out of the Office of Administrative Hearings that “MUSD’s IEP practices were indefensible.” The Grand Jury’s report does not indicate that it reviewed any documentation that would indicate otherwise. This “finding” appears to be based in opinion, not fact.

***Finding F7:***

*The MUSD does not adequately inform parents of the availability of diagnostic methods such as the free North Coast Diagnostic Center clinical service, that are available to all students at the parents' request.*

**Response:**

The Board disagrees with this “finding.”

The Board is unaware of what the “North Coast Diagnostic Center clinical service” is, and a review of available information has not turned up any such service. Regardless, District staff connect parents and guardians to other agencies as is appropriate.

***Finding F8:***

*Neither the MUSD Principal nor the Superintendent demonstrated any deep understanding, knowledge, or perceived concern of the ramifications of special education classroom delivery or the legal cost encroachments to the district budget.*

**Response:**

The Board disagrees with this “finding.”

This is an opinion regarding District staff, not a finding based on any facts collected by the Grand Jury. The Board maintains confidence in their staff, including the current Superintendent and Mendocino K8 School Principal. The Board wants to note that the

term “encroachment” is outdated and derogatory to students with disabilities. It is recommended that the Grand Jury revise the report to use more inclusive language.

**Finding F9:**

*When there is a settlement for violation of the IEP contract there is no public reporting mechanism so that the residents of the school district could easily discern the level of SpEd compliance at the school district, or the actual associated legal costs to the taxpayers.*

**Response:**

The Board disagrees with this “finding.”

Every settlement agreement in the District is approved by the Board and reported out at a public board meeting. Every agreement is then available to the public via a Public Records Act request.

Additionally, a settlement agreement represents a negotiation. It does not reflect special education compliance. There are many metrics collected by the state and federal governments that do, however, show the District’s special education compliance. Those have been provided as a part of this response. The Board notes that the Grand Jury did not request or review any of those metrics.

**Finding F10:**

*Confidential settlement agreements contain non-disclosure clauses and make it very difficult to trace legal costs in the school district budget. The MUSD managers state that the reason for obscure budget line items is due to the legal requirement to maintain the family's rights to confidentiality. These line items could be shown in the school district budget with names redacted. Due to use of NDAs the GJ could not ascertain whether or not similar problems existed in other school districts in this county.*

**Response:**

The Board disagrees with this “finding.”

As stated above, the District has never required a parent or guardian to sign a non-disclosure agreement in exchange for receiving compensatory services. The District’s budget clearly reflects its legal costs as well as any costs associated with special education settlements. The budget does not include student names in compliance with FERPA and the California Pupil Privacy Act.

The Board cannot speak to what other school districts do or do not do.

## **RESPONSE TO GRAND JURY REPORT “RECOMMENDATIONS”**

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### ***Recommendation R4:***

*The MUSD shall present a plan in the first quarter of the 2022-23 school year that uses the \$40,000 annual revenues earmarked for professional development for the next five years to reduce the number of parent legal actions to zero and provide training for all staff, administrators and district trustees that improve all practices, including campuswide harassment, related to the delivery of special education services to all applicable students. Administrators and Trustees shall train with a focus on special education legal requirements, budget implications and the importance of early educational interventions. (F5-F8)*

### **Response:**

This recommendation will not be implemented because it is not warranted or reasonable.

The District has a plan for spending its educator effectiveness monies, and the plan includes trainings in the areas recommended. That plan is included as Attachment 4. The District will not eliminate other, necessary trainings and staff development in favor of these recommendations, particularly as these recommendations are based on inaccurate findings.

Additionally, is patently unreasonable to expect a district to “reduce the number of parent legal actions to zero.”<sup>9</sup> Parents have a right under the IDEA to file a due process complaint if they disagree with the District’s provision of FAPE. Disputes can occur even when the District is following all obligations under the law. This recommendation seeks to undermine or take away that parental right and ignores the legal landscape in this area.

### ***Recommendation R5:***

*The MUSD shall make a more concerted effort to help parents understand their parental rights by holding local monthly parent CAC meetings via zoom and in person, on the topics related to special education rights and support systems for families. (F7)*

### **Response:**

This recommendation will not be implemented because it is not reasonable. The District does not hold any CAC meetings; those are a function of the SELPA.

However, the District will work with the Mendocino County SELPA to hold information nights with parents specific to the District and located within the District’s boundaries.

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<sup>9</sup> The Grand Jury might have researched how common special education disputes are in the state of California. Two sources that would have been useful for them to read include: *Overview of Special Education in California*, Legislative Analyst’s Office (Nov. 6, 2019), available at <https://lao.ca.gov/Publications/Report/4110> (noting that cases filed with the Office of Administrative Hearings had increased 84% over a ten-year period); and *2019-20 DR Data Summary*, CADRE (Nov. 11, 2021), available at [https://www.cadeworks.org/sites/default/files/resources/2019-20%20DR%20Data%20Summary%20-%20California\\_0.pdf](https://www.cadeworks.org/sites/default/files/resources/2019-20%20DR%20Data%20Summary%20-%20California_0.pdf) (showing due process complaints filed across multi-year periods and percentages resolved without a hearing).

The District will request that two such sessions be held in the 2022-2023 school year. An interpreter will be provided if needed.

**Recommendation R6:**

*The MUSD shall develop a more transparent budget by the 2023-24 school year which clearly outlines special education service costs, legal costs defrayed by SELPA, unbudgeted legal costs that encroach on the district's general fund, and staff development costs associated with special education training. The Superintendent shall make an annual report to the Board of Trustees on these associated special education budget items. (F5-F10)*

**Response:**

This recommendation will not be implemented because it is not warranted or reasonable.

The District follows accepted accounting and budgeting guidelines and makes its full and complete budget publicly available. The budget is discussed regularly at Board meetings, and special education budget items are included as part of the District Superintendent's regular reports to the Board. MUSD welcomes members of the public to attend and participate in Board meetings and become more informed regarding the budget. School district budgets can be difficult to read, but staff are available to meet with any community member who has questions about the District's adopted budget.

Furthermore, as mentioned above, the word "encroach" is outdated and discriminatory, and the Grand Jury should reconsider its use of such exclusive language.

The Board adopted the foregoing response at a meeting of this Board held on the 5th day of October 2022 by the following vote:

AYES: 4

NOES: 0

ABSENT/NOT VOTING: 1 (Absent)

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President of the Board of Trustees

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Date

MENDOCINO UNIFIED SCHOOL DISTRICT

# RUDERMAN & KNOX LLP

ATTORNEYS AT LAW

## FAX COVER SHEET

To:  Andrea Arenas Fax No. (707) 937-0714

From:  F. Richard Ruderman  Connie Mariscal

Christian Knox  Kate Chilcote

Colleen Snyder  Adrié Palm

Lindsay Whyte  Michelle Serrano

Lindsey Mehler  Abigail Poppert

Julia Baker

Re: [REDACTED] v. *Mendocino Unified School District*,  
Case No. TBD

Date: 09/30/2020 No. of pages (including cover sheet): 15

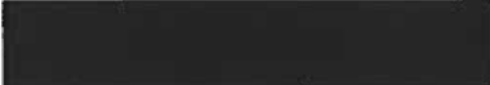
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 7

8 **BEFORE THE**  
**OFFICE OF ADMINISTRATIVE HEARINGS**  
 STATE OF CALIFORNIA  
 9 **SPECIAL EDUCATION DIVISION**

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 11  )

Case No. TBD

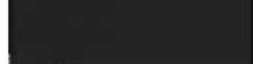
12 )  
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**DUE PROCESS COMPLAINT**  
 20 U.S.C. § 1415 (b) (7) (A)

14 **MENDOCINO UNIFIED SCHOOL** )  
**DISTRICT.** )  
 15 )

16 This is to notify the MENDOCINO UNIFIED SCHOOL DISTRICT (the "District") of a  
 17 special education due process complaint.  
 18

19 Student: 

20 Date of Birth: 

21 Grade: **Seventh Grade**

22 School: **Mendocino K8**

23 Parents: 

24 Address: 

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26 Phone: 

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**ISSUES****Nature of the Problem:**

1. The Mendocino Unified School District (the "District") denied [REDACTED] a free appropriate public education (FAPE) during the 2018-2019 school year, including extended school year (ESY), by:
  - a. failing to convene an IEP meeting when he was not making adequate progress;
  - b. failing to provide goals in all areas of need;
  - c. failing to provide adequate accommodations;
  - d. failing to provide an appropriate structured literacy program;
  - e. failing to provide adequate specialized academic instruction;
  - f. failing to provide direct instruction in executive functioning;
  - g. failing to offer adequate services during ESY;
  - h. failing to provide assistive technology services, equipment, software, and applications; and
  - i. failing to timely provide an independent educational evaluation.
  
2. The District denied [REDACTED] a FAPE during the 2019-2020 school year, through the ESY, by:
  - a. failing to implement his IEP;
  - b. failing to provide goals in all areas of need;
  - c. failing to provide adequate accommodations;
  - d. failing to provide an appropriate structured literacy program;
  - e. failing to provide adequate specialized academic instruction;
  - f. failing to provide direct instruction in executive functioning;
  - g. failing to offer adequate services during ESY;
  - h. failing to provide assistive technology services, equipment, software, and applications;

- 1 i. failing to timely provide an independent educational evaluation; and
- 2 j. failing to provide adequate services during distance learning.
- 3
- 4 3. The District denied [REDACTED] a FAPE during the 2020-2021 school year, through the date of
- 5 hearing, by:
- 6 a. failing to implement his IEP;
- 7 b. failing to provide goals in all areas of need;
- 8 c. failing to provide adequate accommodations;
- 9 d. failing to provide an appropriate structured literacy program;
- 10 e. failing to provide adequate specialized academic instruction;
- 11 f. failing to provide direct instruction in executive functioning;
- 12 g. failing to offer adequate services during ESY;
- 13 h. failing to provide assistive technology services, equipment, software, and
- 14 applications;
- 15 i. failing to timely provide an independent educational evaluation; and
- 16 j. failing to provide adequate services during distance learning.
- 17
- 18 4. The District failed to adequately assess [REDACTED] in all areas of suspected disability by:
- 19 a. failing to conduct a speech and language assessment;
- 20 b. failing to conduct an adequate psychoeducational evaluation; and
- 21 c. failing to conduct an assistive technology assessment.
- 22

23 Facts Related to the Problem

- 24 1. [REDACTED] is twelve years old and in the seventh grade. [REDACTED] is eligible for special education
- 25 under the qualifying condition of specific learning disability. [REDACTED] had deficits in
- 26 reading decoding, reading fluency, reading comprehension, written expression, math,
- 27 executive functioning, and behavior.
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2. During the 2018-2019 school year [redacted] was in the fifth grade within the boundaries of the District.

3. [redacted] operative IEP was dated January 16, 2018. The present levels of performance contained in the IEP indicated that [redacted] instructional reading level was second grade. The IEP also noted that [redacted] parents needed to serve as his scribe so that he could complete his English/language arts homework.

4. The IEP provided [redacted] with goals in the areas of reading fluency, written expression, and math.

5. The IEP provided [redacted] with 315 minutes per week of specialized academic instruction.

6. [redacted] was not offered extended school year.

7. By October 1, 2018, the District should have realized that the IEP was not adequate to meet [redacted] needs because he was not making adequate progress. The District should have convened an IEP team meeting and offered [redacted] goals in all areas of need including reading decoding, spelling, reading comprehension, executive functioning, and attention.

8. The District also should have offered [redacted] an appropriate structured literacy program and provided him with direct instruction in executive functioning.

9. On December 7, 2018, the District administered the Woodcock Johnson Test of Achievement IV. According to the assessment results, [redacted] Broad Reading score was 60, or a 1.6 grade level. [redacted] reading fluency as at a 1.7 grade level, his letter/word

///

1 identification score was a 1.2 grade level, and his passage comprehension was at a 2.0  
2 grade level.

3  
4 10. The assessment also showed that [REDACTED] was exhibiting deficits in math (3.5 grade level)  
5 and written expression (1.6 grade level). [REDACTED] spelling score was at a 1.1 grade level  
6 (standard score of 55).

7  
8 11. On January 8, 2019, the District completed [REDACTED] Triennial Evaluation. The District  
9 concluded that [REDACTED] was of average cognitive ability (full scale IQ of 105), with a  
10 strength in fluid reasoning (110) and deficits in phonological processing (79), auditory  
11 processing (80), and processing speed (78). [REDACTED] demonstrated scatter among subtests.  
12 The District should not have calculated a full scale IQ due to the significant scatter  
13 between processing speed (78) and fluid reasoning (110).

14  
15 12. According to the assessment, [REDACTED] was off-task during the classroom observation 47%  
16 of the time.

17  
18 13. The results of the Conners-3 indicated that [REDACTED] was in the Elevated range in inattention,  
19 learning problems/executive functioning, and peer relations. [REDACTED] was in the Very  
20 Elevated range in hyperactivity impulsivity and peer relations.

21  
22 14. The assessment was not adequate. The assessment failed to include an adequate  
23 assessment of [REDACTED] processing skills and executive functioning skills. Given the  
24 results of the assessment tools administered by the District, further assessment was  
25 required to determine if [REDACTED] would have met the characteristics of a student with  
26 dyslexia.

27 ///

28 ///

- 1 15. Moreover, based upon [REDACTED] rating scores on the Conners-3 for peer relations, the  
2 District should have conducted an assessment of his pragmatic language and social skills.  
3 [REDACTED] also required an assistive technology assessment to address his reading, written  
4 expression, and executive functioning deficits.  
5
- 6 16. On January 8, 2019, the District completed [REDACTED] annual/triennial IEP team meeting.  
7 The IEP indicated that [REDACTED] was engaging in off-task behaviors including staring into  
8 space, fidgeting with small objects, tapping his feet or hands, or chewing/sucking on the  
9 strings of his sweatshirt.  
10
- 11 17. According to the IEP, [REDACTED] had not met his previous reading or written expression goals.  
12 [REDACTED] reportedly met his math goal.  
13
- 14 18. The IEP provided goals in the areas of reading fluency, spelling, math, written expression  
15 (mechanics), work completion, and reading decoding. The IEP failed to provide goals in  
16 all areas of need [REDACTED] required goals in the areas of reading comprehension, written  
17 expression (content), executive functioning, and behavior.  
18
- 19 19. The IEP did not provide him with adequate accommodations to address his reading and  
20 executive functioning deficits, such as assistive technology. For example, the IEP  
21 provided for books at an easier level for academic content. [REDACTED] should have been  
22 provided with audiobooks and speech-to-text software.  
23
- 24 20. The IEP offered [REDACTED] 315 minutes per week of specialized academic instruction. The  
25 offer was inadequate to meet his needs. [REDACTED] required a structure literacy program in  
26 addition to specialized academic instruction to address his math and written expression  
27 deficits. In addition [REDACTED] required direct instruction in executive functioning.  
28

- 1 21. The IEP also offered [REDACTED] sixty minutes of specialized academic instruction twenty  
2 times during ESY. [REDACTED] required increase specialized academic instruction during  
3 ESY, including a structured literacy program.  
4
- 5 22. The notes from the IEP indicated that the RSP teacher recommended assistive technology  
6 be implemented for [REDACTED]. The District failed to offer [REDACTED] with assistive technology or  
7 conduct an assistive technology assessment.  
8
- 9 23. At the IEP team meeting [REDACTED] mother requested an independent educational  
10 evaluation (IEE). The District failed to timely respond to the request. To date, an IEE  
11 has not been completed.  
12
- 13 24. On May 13, 2019, the District convened an Amendment IEP team meeting to discuss  
14 [REDACTED] transition to middle school. The IEP provided [REDACTED] access to audiobooks.  
15 However, the IEP failed to provide [REDACTED] with speech-to-text/text-to-speech software.  
16
- 17 25. The annual IEP was amended to provide 323 minutes per week of specialized academic  
18 instruction.  
19
- 20 26. [REDACTED] did not make adequate progress during the 2018-2019 school year.  
21
- 22 27. During the 2019-2020 school year, [REDACTED] was in the sixth grade within the boundaries of  
23 the District.  
24
- 25 28. When [REDACTED] received his schedule for the school year, his specialized academic  
26 instruction was not on his schedule.

27 ///

28 ///

1 29. On August 29, 2019, the District convened an Amendment IEP team meeting. Although  
2 the IEP team again recommended that [REDACTED] be provided with assistive technology, the  
3 District failed to document what assistive technology [REDACTED] was to be provided and failed  
4 to conduct an assistive technology assessment.

5  
6 30. [REDACTED] specialized academic instruction was not implemented.

7  
8 31. [REDACTED] filed a compliance complaint with the California Department of Education.  
9 The District was order to provide ten hours of compensatory education. The District  
10 began to count any time [REDACTED] self-advocated to go to a small environment (an  
11 accommodation pennitted by his IEP) as time toward fulfillment of the ten hours, even if  
12 he only accessed the resource room for five minutes at a time.

13  
14 32. The District failed to implement a structured literacy program, adequate direct instruction  
15 in executive functioning, or appropriate written expression or math instruction.

16  
17 33. On December 17, 2019, the District convened [REDACTED] annual IEP team meeting. At the  
18 IEP team meeting the District seemed to report that [REDACTED] was reading at a third grade  
19 level. However, the scores reported by the District were only related to fluency and not to  
20 decoding, phonemic awareness, or comprehension. Moreover, the District utilized the  
21 same assessment tool (Read Naturally) that had previously reported scores approximately  
22 one year greater than standardized testing.

23  
24 34. The present levels of performance reported that it would take [REDACTED] anywhere from one  
25 minute to twenty minutes to get back on task during independent work. It was also  
26 reported that [REDACTED] was becoming more self-conscious and aware of his academic  
27 deficits.

28 ///

- 1 35. Despite recommendations for [REDACTED] to receive assistive technology during the previous  
2 two IEP team meetings, this IEP indicated that [REDACTED] did not require assistive technology  
3 devices or services.  
4
- 5 36. The IEP provided goals in the areas of reading fluency, written expression, math, and on-  
6 task behavior. The IEP failed to provide goals in all areas of need. [REDACTED] required goals  
7 in the areas of reading comprehension, written expression (content), executive  
8 functioning, and attention.  
9
- 10 37. The IEP offered [REDACTED] sixty minutes per day of specialized academic instruction. The  
11 offer was inadequate to meet his needs. [REDACTED] required a structure literacy program in  
12 addition to specialized academic instruction to address his math and written expression  
13 deficits. In addition [REDACTED] required direct instruction in executive functioning.  
14
- 15 38. The IEP also offered [REDACTED] sixty minutes of specialized academic instruction twenty  
16 times during ESY. [REDACTED] required increase specialized academic instruction during  
17 ESY, including a structured literacy program.  
18
- 19 39. The notes from the IEP indicated that [REDACTED] was not able to finish his assigned work in  
20 the classroom and that he was missing assignments. [REDACTED] was not attending science and  
21 was being provided with specialized academic instruction during science.  
22
- 23 40. As of January 2020, [REDACTED] still had not been provided with the independent educational  
24 evaluation that was requested in January 2019.  
25
- 26 41. On March 16, 2020, the District closed its campuses due to COVID-19.  
27 ///  
28 ///

1 42. On April 6, 2020, the District prepared an IEP Amendment. The District reduced [REDACTED]  
2 services to a video conference consultation with the resource teacher three times per week  
3 for sixty minutes.

4  
5 43. The IEP was inadequate to meet [REDACTED] needs. [REDACTED] required a structure literacy  
6 program in addition to specialized academic instruction to address his math and written  
7 expression deficits. In addition, [REDACTED] required direct instruction in executive  
8 functioning. [REDACTED] also required services from a one-to-one aide to access distance  
9 learning.

10  
11 44. [REDACTED] did not make adequate progress during the 2019-2020 school year.

12  
13 45. The District failed to implement his IEP during ESY.

14  
15 46. During the 2020-2021 school year [REDACTED] is in the seventh grade within the boundaries of  
16 the District.

17  
18 47. Pursuant to State and local health orders, Mendocino K8 applied for and received a  
19 waiver to return to in-person instruction for the 2020-2021 school year.

20  
21 48. [REDACTED] was informed that [REDACTED] would be permitted to return to school for in-person  
22 instruction from a special education teacher.

23  
24 49. [REDACTED] was then informed that the only time he could access the special education  
25 teacher was during the same time he was supposed to receive instruction from his general  
26 education teacher via Zoom.

27 ///

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1 50. ██████ was told that ██████ could not attend school and could sit on the sidewalk  
2 outside of the school during the Zoom meeting with the general education teacher.

3  
4 51. The District has failed to formulate a plan for distance learning that will ensure ██████  
5 receives access to his education. Moreover, the District has failed to provide ██████ with  
6 adequate services to enable him to make adequate progress.

7  
8 Proposed Resolutions to the Problem

9 1. Student seeks declaratory relief that the District denied ██████ a free appropriate public  
10 education during the 2018-2019, 2019-2020, and 2020-2021 school years, and that he was  
11 not adequately assessed.

12  
13 2. The District shall fund independent educational evaluations in the following areas:

- 14 a. speech and language;  
15 b. psychoeducation; and  
16 c. assistive technology.

17  
18 3. The District will convene an IEP team meeting to review the results of the assessments  
19 and fund the attendance of the assessors through completion of an IEP.

20  
21 4. The District shall provide ██████ with compensatory education in the form of reading,  
22 math, written expression, and executive functioning, including a structured literacy  
23 program. The District shall also provide ██████ with transportation services to access the  
24 compensatory education.

25  
26 5. Prospectively, the District shall provide ██████ with an appropriate placement, including  
27 in-person specialized academic instruction and a structure literacy program in addition to

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the specialized academic instruction addressing his math and written expression deficits.  
Further, [REDACTED] requires direct instruction in executive functioning.

6. The District shall provide [REDACTED] with a one-to-one aide to assist in sustaining attention, on-task behaviors, and academics during distance learning and in-person instruction.

7. Student reserves the right to amend these proposed resolutions after receipt of the independent educational evaluations set forth above.

8. The District shall provide Student with such other and further relief, which is unknown to Student at this time, as deemed appropriate by the administrative law judge at the hearing on this matter.

Respectfully submitted,

*Christian M. Knox*

Christian M. Knox, Attorney for Student

Dated: September 30, 2020

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**PROOF OF SERVICE**

Case: [Redacted] v. Mendocino Unified School District;  
Case No. TBD

I am over the age of eighteen years and not a party to the above action. My business address is  
1300 National Drive, Suite 120, Sacramento, California 95834.

On this date, I served a copy of the Special Education Due Process Complaint Notice on the  
following person(s) via facsimile at the fax number(s) listed below:

Andrea Arenas  
Special Education Director/School Psychologist  
Mendocino Unified School District  
PO Box 1154  
Mendocino, CA 95460  
Facsimile (707) 937-0714

I declare under penalty of perjury under the laws of the State of California that the foregoing is  
true and correct. Executed on September 30, 2020 at Citrus Heights, California.

By: Abigail Poppert  
Abigail Poppert

From: Ruderman &amp; Knox

916 563 0114

09/30/2020 16:22

#949 P.015/015

From: [OAHSecureFiles@oah.ca.gov](mailto:OAHSecureFiles@oah.ca.gov)  
To: Service  
Subject: File received Confirmation  
Date: Wednesday, September 30, 2020 4:14:12 PM  
Attachments: [ATT00001.htm](#)

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## Office of Administrative Hearings

Your files: Complaint 200930.pdf, have been successfully  
uploaded to the Office of Administrative Hearings  
SE\_OAH.

BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA

IN THE MATTER OF:

[REDACTED] PARENT(S) ON BEHALF OF [REDACTED]  
[REDACTED] STUDENT,

v.

MENDOCINO UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2020100003

**SCHEDULING ORDER SETTING TELEPHONIC PREHEARING  
CONFERENCE AND DUE PROCESS HEARING**

OCTOBER 01, 2020

The Office of Administrative Hearings has received a Request for Due Process Hearing for the parties named above. Below are the dates in your case. The Office of Administrative Hearings STRONGLY ENCOURAGES MEDIATION AND THE PROCESS IS DESCRIBED IN THE ATTACHED INFORMATION PACKET. Please read the attached Mediation and Due Process Hearing Information Packet carefully. The packet describes your rights and responsibilities in each step of your case. For questions related to your case you may contact Erica Truong at (619) 525-3712.

**MEDIATION REQUESTS, PREHEARING CONFERENCE MOTIONS AND  
PREHEARING CONFERENCE STATEMENTS**

**LAST DAY TO FILE: 11/10/2020**

**This deadline does not include motions with specific statutory timelines. Any motions filed after this due date must show good cause as to why it was not filed timely.**

**VIDEOCONFERENCE OR TELEPHONIC PREHEARING CONFERENCE**

**DATE: 11/16/2020 at 10:00AM**

**PLACE: The Office of Administrative Hearings will conduct the prehearing conference by videoconference or telephone. Instructions for the prehearing conference are included in the Mediation and Due Process Hearing Information Packet sent with this Scheduling Order.**

**DUE PROCESS HEARING**

**DATE: 11/24/2020 at 9:30AM**

**11/25/2020 at 9:30AM**

**PLACE: The Office of Administrative Hearings will conduct the hearing by videoconference or telephone.**

**IT IS SO ORDERED.**

**MARGARET GIBSON**

**Division Chief Administrative Law Judge**

**Office of Administrative Hearings**

# MEDIATION AND DUE PROCESS HEARING INFORMATION PACKET

## MEDIATION PROCESS

Mediation is a managed process during which the parties discuss their dispute in an attempt to reach a mutually acceptable resolution. The manager of the process is called the Mediator. The Office of Administrative Hearings, referred to as "OAH," provides trained mediators at no cost to the parties.

The Mediator is neutral and skilled in methods of facilitating effective communication between the parties. In mediation, the parties themselves determine if a resolution is reached, and if so, the terms of their agreement. Mediation in special education cases has produced mutually satisfactory resolutions in the vast majority of cases. OAH strongly encourages participation in mediation. If mediation is unsuccessful, the matter will proceed to the prehearing conference and due process hearing, unless the filing party only requests a mediation in their case.

## THE DIFFERENCE BETWEEN MEDIATION AND A DUE PROCESS HEARING

The Mediator helps parties in an informal setting. Offers to settle are kept confidential. Parties control the outcome of the case. A settlement can be implemented right away, and there is less focus on legal arguments and more focus on solutions. A hearing is a formal process. An Administrative Law Judge controls the outcome of the case; and there are no changes to program and services until after the parties receive a written decision by the Administrative Law Judge.

## WHAT IS MEDIATION?

The manner in which the mediation is conducted varies somewhat depending on the methods that a particular mediator has found most successful, and the needs of the parties participating in the mediation. Typically, the mediator will begin with their own introductory remarks explaining their role, the roles of the other participants, and the steps that will be followed during the mediation. The introduction will include a discussion of proposed "ground rules" or guidelines to be agreed upon by the parties before engaging in mediation. These guidelines often include an agreement not to interrupt another person while speaking, a promise not to personally attack another party, a commitment to civility and to avoid sarcasm or other counterproductive behavior.

After opening remarks, the Mediator may ask each side to give brief remarks concerning the dispute and what they want as a result of the mediation. It is best to focus remarks in joint session on the solutions each party wishes to reach. The Mediator will next invite parties to begin the most important part of the mediation, the negotiation stage. Most of the mediation will be spent in negotiation with the parties exploring all reasonable options for resolution of the dispute. During this stage, the parties may be together for some time or may meet with the mediator in private. Meeting with the Mediator separately is often called a "caucus."

During the private caucus the parties can discuss the details of their case; what they feel are the strengths of their case; and what concerns they may have with the Mediator. The Mediator will facilitate discussion and exchanges of settlement offers. It is important to tell the Mediator what a party wants to share with the other party and what they want to keep confidential during the negotiations.

## CONFIDENTIALITY

By federal and state law, all settlement discussions during mediation are confidential and may not be used by any participant as evidence in a later due process hearing or civil proceeding.

## SETTLEMENT AGREEMENT

Once the agreement is signed by the parties, the document becomes a binding contract. Each party signs the agreement and each will receive a copy. The terms of the agreement may be enforced in court or, if the parent believes a school district or other agency is not complying with the agreement, by filing a compliance complaint with the California Department of Education.

## REQUIRE MORE INFORMATION

Multiple mediation sessions are generally not required. However, if the parties agree that critical information is not available, they may agree to continue the mediation for a short time to obtain the information. This might include an additional evaluation, an opportunity for parties to observe a proposed placement, or participation by one or more experts in the mediation.

## REQUESTING MEDIATION

Parties must ask OAH in writing to schedule mediation. The parties are encouraged to work together to find a mutually acceptable date for mediation. The joint request for mediation must be made in writing to OAH via U.S. mail or [Secure e-File Transfer](#) system at <https://www.applications.dgs.ca.gov/OAH/OAHSFTWeb/Account/Login>. OAH will notify parties within 2 business days as to the status of their requested mediation date.



OAH staff will also contact unrepresented parties to see if they need assistance in scheduling mediation or unrepresented parents or guardians may contact the case manager listed on the scheduling order if they need assistance.

Parties should carefully choose the day for mediation. Requests to cancel mediation without a good reason, may result in a second request for a different date being denied. The parties should notify OAH of any mediation cancellation by noon on Friday the week before the scheduled date or as soon as the need for cancellation arises. If you are cancelling a scheduled mediation a business day prior, you need to CALL your assigned case manager and submit your cancellation in writing to OAH.

Parties may ask to continue the due process hearing or prehearing conference, to participate in mediation. If the requested mediation date is after the currently scheduled hearing date, the parties may request a continuance of the hearing and provide OAH with new proposed dates for the hearing.

You must file the request for continuance with OAH and serve the request on the opposing party. Parties are encouraged to meet and confer as to available dates for the continued due process hearing.

Parties may use the Request to Set Mediation form. The form is not required and parties may submit their requests in a letter or as a motion. The request must be filed with OAH by the due date indicated on the Scheduling Order.

## **SETTING VIDEOCONFERENCE AND TELEPHONIC MEDIATION PROCEDURES**

All special education mediations scheduled with OAH are conducted by videoconference or telephone. Mediations that were previously scheduled for 9:30 AM will now begin at 9 AM and mediations that were previously scheduled for 1:00 PM will

now begin at 1:30 PM. Please review this outline of the process to participate in the mediation by videoconference or telephone:

1. The filing party should be ready at the beginning of the mediation to make a detailed settlement proposal containing each element of their proposed settlement, the cost, proposed vendors or placement locations, if possible, and any other details necessary to start a meaningful settlement discussion. You may ask the Mediator questions, if you would like to know the answers before a proposal can be made. This discussion is done verbally. The Mediator will not share the settlement proposal to the other side(s) until discussing it with you first. **Do not file a settlement proposal with OAH.**
2. The mediation starts with a pre-session where technology is tested to make sure it is working properly. Confidentiality agreements about settlement offers and counter-offers will be discussed and agreements reached before the mediation starts. All parties must be present for those discussions to proceed.
3. OAH is using the Microsoft Teams (MS Teams) software to host mediations in the coming weeks. MS Teams can be used for both video and telephonic conferencing. You will not have to purchase any software to participate. If you have not previously used the MS Teams platform, there are informative videos available like the one at this link from Microsoft:  
<https://support.office.com/en-us/article/join-a-teams-meeting-078e9869-f1aa-4414-8bb9-ee88e9236ee4>, to help familiarize yourself with the technology.
  - a. Please provide OAH with your current email addresses and direct telephone numbers for the attorney and all clients participating in the mediation, two business days prior to the scheduled mediation. You may

do this by calling your case manager, calling OAH at 916-263-0880 or using the Secure e-File Transfer (SFT) system.

- b. If joining the mediation by computer, the Mediator will schedule the meeting, and the participants will receive an email invitation. The meeting invitations sent to parties will be: 1) Mediation – this will be the “joint” room that all parties and mediator will be able to meet together, 2) Caucus Rooms – these will be the private meeting rooms for parties and their representatives to meet with or without the Mediator through the course of the mediation; each party will receive an invite to their own private caucus meeting in addition to the Mediation meeting. There may be instances when the Caucus Rooms invitations are not sent to the parties until all parties have joined the Mediation Meeting.
  - i. At the scheduled time of the mediation, click on “Join Microsoft Teams Meeting” for the Mediation Meeting. You will join the main mediation meeting first and the mediator will work to ensure that all parties can then access and move between the Mediation Meeting and their own caucus meeting. If you have not downloaded the MS Teams application in the past, a new screen will open in your browser inviting you to do so. Once the software has been downloaded, click on the downloaded item to open the software. This will automatically connect you to the meeting. Enter your first and last name where indicated. You will see a message informing you that you will be allowed to enter the meeting shortly. The Mediator will open the meeting to you.
  - ii. A similar process will be used to open a separate caucus meeting for each side. Each mediation participant will be required to accept

two meeting invitations for each mediation. The Mediator will be using the computer software to move from joint session to individual discussions in caucus meetings.

- c. If joining the meeting by telephone only, your case manager will be contacting you to provide the call-in numbers and Conference IDs you will need for your mediation. You will receive information for the joint Mediation Meeting as well as for any private caucus meetings to be used.
  - i. At the scheduled time of your mediation, you will call in to the Mediation Meeting first. Upon calling the number, you will hear a welcome message and be instructed to enter the Conference ID number, followed by pound (#). You will then be prompted to record your name, then press pound again. Your recorded name will be played when you join the meeting to alert others that you have joined. The Mediator will work with the parties to determine the most efficient means of connecting for caucuses by telephone.
- d. The same confidentiality rules will apply to telephonic or video conferenced mediations that apply to in-person mediations. There will be no video or audio recording of any mediation processes under any circumstances. The parties may not copy documents by any means, including by cell phone photograph, without the express permission of all parties to the mediation. The mediator will go over the rules of confidentiality prior to the beginning of the mediated discussions.
- e. OAH will continue to provide interpreters as requested by the parties.
- f. The meeting invitations are intended for the sole purpose of connecting parties to the mediation at the scheduled time. Do not reply to any invitation emails, simply use the links to join the meetings. If you need to

communicate any information regarding your case, please contact your case manager, including if you cannot participate in the mediation.

- g. If you feel additional parties or persons should be involved in the mediation, please contact your case manager with that information so that it may be provided to the Mediator when setting up the mediation. The meeting invitations should not be forwarded to other parties unless instructed to do so.

## **SURVEYS FOLLOWING MEDIATION**

The OAH offers an opportunity for feedback from those who participate in mediations and hearings. For those that do participate, you may access our surveys for mediations online or by entering the following address to your internet browser:

<https://forms.office.com/Pages/ResponsePage.aspx?id=sfdF6tcHqEm49TcTbsk4LUCdCtKdVh9li9kTOL4hZwhURFROWTVWVTFDUUxRTIhYQ1U5T1RXRE85RiQIQCN0PWcu>.

## **PREHEARING CONFERENCE**

A prehearing conference is conducted by videoconference or telephone. The Administrative Law Judge, often referred to as ALJ, and the parties discuss and clarify the due process hearing issues, witnesses, and other prehearing matters. The prehearing conference will be initiated by the ALJ.

Each party is required to submit a Prehearing Conference Statement at least 3 business days before the Prehearing Conference with OAH.

The Prehearing Conference Statement shall include:

- Each party's estimate of the time necessary to complete the due process hearing;

- A concise statement of the issues raised in the due process hearing request that remain to be decided at the due process hearing and the proposed resolution of such issues;
- The name of each witness the party may call at the due process hearing, a brief summary of the subject of the expected testimony of the witness, and a description of the issue to which the testimony of the witness relates;
- The name and address of each expert witness the party intends to call at the due process hearing, a brief summary of the opinion that the expert is expected to give, and a description of the issue to which the testimony of the expert relates;
- A list of documentary evidence that the party intends to present, and a description of any physical or demonstrative evidence;
- A list of any subpoenas for witnesses for testimony or documents that have been issued or served; and
- Whether an interpreter or special accommodation at the due process hearing will be needed.

## **PREHEARING MOTIONS AND CONTINUANCE**

All prehearing motions including requests for continuances shall be served upon the opposing party and filed with OAH, Special Education Division. Prehearing motions include motions for continuance, dismissal, stay put, or any other request for a ruling by an ALJ, which affects the rights of the parties. If a party wishes to oppose a motion, such opposition must be received by OAH at the Sacramento location no later than three business days after service of the motion.

Any prehearing motion is due to OAH no later than the date the prehearing conference statements are due or show good cause why it was not possible to file the motion by that date. Absent an order continuing the matter, the prehearing conference statement must be filed, even if there is a pending motion to continue.

If you wish to continue the due process hearing or prehearing conference, you must file your request in writing with OAH. The parties are encouraged to meet and confer as to available dates for the due process hearing. If the parties reach agreement on dates, the form may be used to request new dates; however, you are not required to use the form.

## DUE PROCESS HEARING

An impartial AUJ will conduct the hearing. You have the right to represent yourself or be represented by an attorney. If you represent yourself, you may be accompanied or advised by a person knowledgeable about your child or special education matters.

**Issues:** The hearing shall be limited to the issues raised in the request for due process, also referred to as a complaint. You will not be permitted to raise other issues unless the other party, or parties, agrees.

**Attorney Representation:** You must inform the other party, or parties, at least 10 calendar days in advance, if you plan to be represented by an attorney at the hearing.

**Evidence:** At least five business days before the hearing, you must give the other party a copy of all documents and a list of witnesses that you plan to present at the hearing. Failure to do so may result in the exclusion of your documents and witnesses at the hearing.

The procedure for submitting exhibits to OAH for the hearing is provided in a separate set of instructions. Please see the instructions for CaseLines attached to this order. The process for filing exhibits will also be discussed at the Prehearing Conference and addressed in the Prehearing Conference Order.

## HEARING LOCATION

OAH is authorized to conduct due process hearings by videoconference or telephone. (Cal. Code Regs., tit. 5, § 3082, subd. (g).) Based on state and federal guidance to address safety procedures due to the novel coronavirus, COVID-19, OAH will conduct the due process hearing by videoconference. The procedure for participating in the hearing by videoconference is provided in a separate set of instructions. Please see the instructions for using the Microsoft Teams application attached. Unless otherwise ordered, participants are required to appear by videoconference using a webcam and Microsoft Teams.

## REQUEST FOR REASONABLE ACCOMMODATION

OAH complies with the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Unruh Civil Rights Act and all laws governing accessibility of government services to persons with disabilities. A party or participant to this case, such as a witness, requiring reasonable accommodation to participate in the mediation or hearing may contact the assigned calendar staff identified above or the OAH Reasonable Accommodation Coordinator at 916-263-0880.

## REPRESENTATION

California Education Code section 56502, subdivision (h), provides as follows:  
"The Superintendent or his or her designee shall provide both parties with a list of



persons and organizations with the geographical area that can provide free or reduced cost representation or other assistance in preparing for the due process hearing. This list shall include a brief description of the requirement to qualify for the services." This list is available on the OAH website <https://www.dgs.ca.gov/OAH/Case-Types/Special-Education/Services/Page-Content/Special-Education-Services-List-Folder/Free-or-Reduced-Cost-Attorneys-or-Advocates---Lists> or by contacting OAH Sacramento Special Education Division at 916-263-0880.

## PEREMPTORY CHALLENGES

California Code of Regulations, title 1, section 1034, subdivisions (a) and (b), provide in pertinent part that, pursuant to Government Code section 11425.40, subdivision (d), a party is entitled to one peremptory challenge, which is a disqualification without cause, of an ALJ assigned to an OAH hearing. A peremptory challenge is not allowed if it is made after the hearing has commenced.

A peremptory challenge must be directed to the Presiding ALJ, served on all parties if made in writing, and filed in compliance with the time requirements in section 1034. If at the time of a scheduled prehearing conference, an ALJ has been assigned to the hearing, any challenge of the assigned ALJ must be made no later than commencement of the prehearing conference. To determine the identity of the Administrative Law Judge who will hear the case contact your case manager listed on the scheduling order or by viewing the [on-line calendar](#) at <https://www.dgs.ca.gov/OAH/Calendars>. Once on this website page just follow the Special Education link to the calendar option.

## SETTLEMENT

If the parties reach settlement in the case, OAH must be notified as soon as possible. Notification is to be in writing, but need not include the entire contents of the settlement agreement. It is sufficient to provide a page that identifies the nature of the document and participants and the signature page with each participant's signature. A request for dismissal based on settlement of all issues that is submitted by the party who requested the hearing will also suffice. The matter will remain on calendar and will not be dismissed until OAH receives the proper notification.

If the parties reach a final settlement agreement pending board approval, OAH must be notified in writing as soon as possible. OAH will dismiss the matter 30-days after the board meeting date unless notified otherwise.

If the parties reach settlement and finalize an agreement after hours or need to cancel a mediation at the last minute, they may contact OAH at 916-274-6035 and leave a message. The message needs to say either that "settlement has been reached" or the "mediation needs to be cancelled and that an ALJ will not need to attend" the mediation. Proof of settlement via copy of the signed signature page, stipulation of the parties, or notice of withdrawal from the petitioner should be sent at the same time to Secure e-File Transfer system to OAH. "Last minute" means Monday through Friday between 5:00 PM and 8:00 AM or on a Saturday or Sunday.

## SERVICE OF DOCUMENTS

Rather than being served with copies of all documents relevant to your case by U.S. mail, you have the option of having these documents served on you electronically by way of Secure e-File Transfer system to an email address you select.

To select service of documents by way of Secure e-File Transfer system, please complete the consent to electronic service agreement (CESA) form located on our website: <https://www.dgs.ca.gov/OAH/Case-Types/Special-Education/Forms/Consent-to-Electronic-Service-Agreement>

## CONTACTING OAH

All documents can be sent via U.S. mail to the Office of Administrative Hearings, Special Education Division, 2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833. Documents may also be submitted via Secure e-File Transfer system <https://www.applications.dgs.ca.gov/oah/oahsftweb>. You may reach your case manager, by calling 916-263-0880 or the number provided on your Scheduling Order.

## DECLARATION OF SERVICE

OAH CASE NUMBER 2020100003

I, Erica Truong, declare as follows: I am over 18 years of age and am not a party to this action. I am employed by the Office of Administrative Hearings. My business address is 2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833. On October 01, 2020, I served a copy of the following documents in the action entitled above:

### SCHEDULING ORDER SETTING TELEPHONIC PREHEARING CONFERENCE AND DUE PROCESS HEARING AND GENERAL ORDERS

to each of the persons named below at the addresses listed after each name by the following methods:

Christian Knox  
Ruderman & Knox, LLP  
service@rudermanknox.com

Andrea Arenas - Special Education Director/School Psychologist  
Mendocino Unified School District  
44141 Little Lake Rd  
P.O. Box  
Mendocino, CA 95460

- **Secure e-File Transmission:** Based upon agreement of the parties to accept service through the OAH Secure e-file Transfer System, I caused the documents to be sent to the persons at the email addresses listed above.
- **United States Mail:** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed above, and placed the envelope or package for collection and mailing, in accordance with the Office of Administrative Hearings' ordinary business practices. I am readily familiar with the Office of Administrative Hearings' practice for collecting and processing documents for mailing. Correspondences are deposited in the ordinary course of business with the United States Postal Service in a sealed envelope or package with postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration was executed at Sacramento, California on October 01, 2020.

DocuSigned by:  
*Erica Truong*  
6082E8843C3A44C  
Erica Truong, Declarant



**SCHOOL & COLLEGE LEGAL SERVICES  
OF CALIFORNIA**

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state.*

October 12, 2020

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Steven P. Reiner  
Kaitlyn A. Schwendeman  
Loren W. Soukup  
Erin E. Stagg

*Of Counsel*  
Ellie R. Austin  
Robert J. Henry  
Patrick C. Wilson  
Frank Zotter, Jr.

Christian M. Knox  
Ruderman & Knox, LLP  
1300 National Drive, Suite 120  
Sacramento, CA 95834

Via Email Only  
service@rudermanknox.com

Re: [REDACTED] *Parents on behalf of* [REDACTED] *Student, v.*  
*Mendocino Unified School District*  
OAH No.: 2020100003  
**Response to Due Process Complaint**

Dear Ms. Knox:

I am writing you on behalf of the Mendocino Unified School District (“District”) with regard to the request for due process complaint (“Complaint”) filed by and through you as to [REDACTED] (“Student”), which the District received on September 30, 2020.

A response to a complaint (“Response”) is required within ten calendar days of receipt of the complaint unless the student has already received prior written notice regarding the subject of the complaint. (20 U.S.C. 1415(c)(2)(B)(i)(I).) This Response is provided in good faith and is based on the information known to date. Nothing in this Response should be construed as an admission of liability or wrongdoing unless expressly so stated. The District reserves the right to amend this Response as additional information becomes known and available. In addition, the District reserves the right to amend this response in the event that an amended complaint is filed. Lastly, the District reserves the right to challenge the sufficiency of the Complaint within the applicable timelines and/or to file a motion to dismiss the Complaint.



### ALLEGED ISSUES

The District's understanding is that the following issues are alleged against the District in the Complaint:

**Issue 1: The Mendocino Unified School District (the "District") denied [REDACTED] a free appropriate public education (FAPE) during the 2018-2019 school year, including extended school year (ESY), by:**

- a. failing to convene an IEP meeting when he was not making adequate progress;
- b. failing to provide goals in all areas of need;
- c. failing to provide adequate accommodations;
- d. failing to provide an appropriate structured literacy program;
- e. failing to provide adequate specialized academic instruction;
- f. failing to provide direct instruction in executive functioning;
- g. failing to offer adequate services during ESY;
- h. failing to provide assistive technology services, equipment, software, and applications; and
- i. failing to timely provide an independent educational evaluation.

The District denies these allegations. On January 16, 2018, an individualized education program ("IEP") meeting was held to conduct an annual review of [REDACTED] IEP. [REDACTED] teachers reported that [REDACTED] participated in most of the grade level English Language Arts ("ELA") curriculum in the general education setting with accommodations and modifications, as needed. In addition, [REDACTED] had been working on his reading fluency and comprehension through a reading program called Read Naturally, which is a structured reading fluency and reading comprehension program that incorporates a writing component that provided him access to the general education curriculum and allowed him to make progress on his IEP goals. In fact, [REDACTED] had met both his reading and writing goals and made excellent progress overall academically. At this time, [REDACTED] did not exhibit behaviors impeding his learning or the learning of others; however, [REDACTED] teachers reported that [REDACTED] can be easily distracted but that frequent prompts



and check-ins to return to task allowed him to get back on track and access the general education curriculum.

The District asserts that [REDACTED] IEP adequately addressed his areas of need. The numerous accommodations, in addition to his services, addressed any concerns with off-task behavior and support for organization and the District strongly disputes that [REDACTED] was not served in all areas of need. The IEP team proposed new IEP goals in the areas of reading, writing, and math, and offered the following services: Specialized Academic Instruction for 315 minutes weekly. Mr. and Mrs. [REDACTED] purportedly expressed to the IEP team that they often act as a scribe for his ELA homework because his handwriting continued to be messy. Mr. and Mrs. [REDACTED] did not need to serve as [REDACTED] scribe as they allege and were not requested by the District to do so. At this time, [REDACTED] was determined not to qualify for extended school year as he had not demonstrated significant regression of his skills following school breaks. Mr. and Mrs. [REDACTED] actively participated in this IEP and provided their consent to implement the IEP.

On January 8, 2019, the District held an IEP meeting to conduct a triennial/annual review of [REDACTED] IEP. The District conducted a psychoeducational assessment of [REDACTED] and the IEP team determined that [REDACTED] continued to meet the eligibility criteria for specific learning disability ("SLD") and that reading, spelling and letter word identification were especially challenging for him, while problem solving skills, writing fluency, math facts fluency and reading comprehension were strengths for him. The IEP team reviewed [REDACTED] annual goals and determined that he met his math goal, made excellent progress toward meeting his writing goal, and did not meet his reading goal as it was based on reading mid-third grade passage and the assessment data identified [REDACTED] independent reading level as mid-first grade.





The IEP team reviewed the assessment results and determined that [REDACTED] required goals in the following areas to meet his needs: reading fluency, spelling, math, written language, and work completion/behavior. The District offered the following services: Specialized Academic Instruction for 315 minutes weekly. The District also offered two additional accommodations: copy of class notes provided by teachers and scribe/dictation for speech to text. The District also offered [REDACTED] ESY services as Ms. [REDACTED] stated she was interested in ESY services for [REDACTED]. Ms. [REDACTED] also requested an independent assessment from the Diagnostic Center, which the District agreed to. Ms. [REDACTED] was not cooperative in completing the paperwork to complete the Diagnostic Center assessment and ultimately the assessment did not move forward. Mr. and Mrs. [REDACTED] actively participated in this IEP and provided their consent to implement the IEP.

On May 13, 2019, an IEP meeting was held to update [REDACTED] services, accommodations and modifications in light of his transition to middle school. The District offered specialized academic instruction for 323 minutes weekly, which included one support class and three additional sessions during Advisory and Health classes. In addition, the IEP team added the accommodation of "access to audio books for textbooks and classroom books." Mr. and Mrs. [REDACTED] actively participated in this IEP and provided their consent to implement the IEP.

Accordingly, no denial of FAPE occurred.

**Issue 2: The District denied [REDACTED] a FAPE during the 2019-2020 school year, through the ESY, by:**

- a. failing to implement his IEP;
- b. failing to provide goals in all areas of need;
- c. failing to provide adequate accommodations;
- d. failing to provide an appropriate structured literacy program;
- e. failing to provide adequate specialized academic instruction;
- f. failing to provide direct instruction in executive functioning;
- g. failing to offer adequate services during ESY;

- h. failing to provide assistive technology services, equipment, software, and applications;**
- i. failing to timely provide an independent educational evaluation; and**
- j. failing to provide adequate services during distance learning.**

The District denies these allegations. On June 17, 2019, and August 29, 2019, IEP meetings were held to discuss ██████████ transition to middle school. At the August 29, 2019, IEP meeting ██████████ general educational teacher reported that ██████████ was doing great in his class and that he has an aide present in general education to provide additional support to ██████████ and other students. ██████████ teachers offered/suggested that ██████████ take a picture of the assignments on the board instead of writing them down and use a speech to text or voice recorder to record assignments as an accommodation. ██████████ special education teacher worked with ██████████ on how to use Google voice to text and Bookshare text to voice options, which were accommodations provided to ██████████ as discussed in the IEP meeting. Mr. and Mrs. ██████████ actively participated in this IEP and provided their consent to implement the IEP.

On December 17, 2019, an IEP meeting was held to conduct an annual review of ██████████ IEP. The IEP team reviewed ██████████ present levels and progress on his annual goals. ██████████ met his reading/fluency goal and made excellent progress in this area. ██████████ made great progress in his spelling goal, although he did not quite meet it (65% as opposed to 80%). ██████████ met his mathematics, written language, work completion/behavior, and independent reading goals. Overall, ██████████ made excellent progress and Ms. ██████████ acknowledged to the team that she thought he was successful with the supports he was getting. The IEP team discussed and proposed goals in the following areas: reading fluency, written language, mathematics, on-task behavior. The District continued to offer numerous accommodations, including access to audio books for textbooks and classroom books, access to a Chromebook and ability to take pictures



with his phone of important information on the board. The District offered specialized academic instruction for 60 minutes daily. Mr. and Mrs. [REDACTED] actively participated in this IEP and provided their consent to implement the IEP.

On April 24, 2020, an IEP meeting was held to address a change of placement to independent study (distance learning) due to school closures for COVID-19. The District's FAPE offer beginning on March 16, 2020, was: provide supplemental curriculum in reading, writing and math to support the general education curriculum, consultation from the resource teacher via video/phone conference three times per week for a total of 60 minutes weekly. The IEP team also discussed that when school is back in session, the IEP team would reconvene to specifically address whether [REDACTED] had made expected progress on his IEP goals during the school closure, and if not, what compensatory education would be needed.

On June 4, 2020, an IEP meeting was held to finalize ESY and to discuss Parents' concerns. [REDACTED] special education teacher advised the team that he and [REDACTED] were doing sessions via distance learning multiple times per week and that [REDACTED] is able to be productive for 30-40 minutes ideally. Both of [REDACTED] general education teachers reported that they had seen good growth from [REDACTED] during in-person instruction and noticed an improvement in his academic skills; however, it had been difficult to assess his progress during distance learning. The District offered 900 minutes of specialized academic instruction during ESY to support his progress on his IEP goals. Ms. [REDACTED] actively participated in this IEP and provided their consent to implement the IEP.

Accordingly, no denial of FAPE occurred.

**Issue 3: The District denied [REDACTED] a FAPE during the 2020-2021 school year, through the date of hearing, by:**



- a. failing to implement his IEP;
- b. failing to provide goals in all areas of need;
- c. failing to provide adequate accommodations;
- d. failing to provide an appropriate structured literacy program;
- e. failing to provide adequate specialized academic instruction;
- f. failing to provide direct instruction in executive functioning;
- g. failing to offer adequate services during ESY;
- h. failing to provide assistive technology services, equipment, software, and applications;
- i. failing to timely provide an independent educational evaluation; and
- j. failing to provide adequate services during distance learning.

The District denies these allegations. On October 2, 2020, an IEP meeting was held to discuss [REDACTED] progress as he transitioned to 7<sup>th</sup> grade and to address Parents' concerns.

[REDACTED] general education and special education teachers reported that [REDACTED] was making wonderful progress on his IEP goals. [REDACTED] general education teacher reported that [REDACTED] is navigating Google classroom and had turned in all of his work that had been assigned to [REDACTED]. [REDACTED] special education teacher, Josh Potter, reported that he was very impressed with how [REDACTED] was doing and that he was seeing maturity and growth in [REDACTED]. Mr. Potter reported he discussed with Ms. [REDACTED] at the beginning of the school year that he would be willing to meet with [REDACTED] in-person, even though in-person classes had not resumed, from 2:00 p.m. to 3:00 p.m. on Monday, Tuesday, Thursday, and Friday, which Ms. [REDACTED] declined due to her concern that [REDACTED] would be fatigued. Mr. Potter again recommended that he meet with [REDACTED] in person for 60 minutes per day from 2:00 p.m. to 3:00 p.m. on Monday, Tuesday, Thursday, and Friday, and from 11:30 a.m. to 12:30 p.m. on Wednesday. Ultimately, the District offered what Mr. Potter was suggesting. Mr. Potter also addressed the accommodations he provides to [REDACTED] such as the scribe feature in Google docs and Zoom and the speech-to-text feature, which has allowed [REDACTED] to write a paragraph and edit it independently recently. Mr. and Mrs. [REDACTED] along with their advocate, appeared to accept the offer of FAPE but requested in addition specialized



transportation due to Parents' work schedule. The District declined to offer specialized transportation on the basis that [REDACTED] disability does not qualify him for specialized transportation. Mr. and Mrs. [REDACTED] have not provided their written consent to implement this IEP.

Accordingly, no denial of FAPE occurred.

**Issue 4: The District failed to adequately assess [REDACTED] in all areas of suspected disability by:**

- a. failing to conduct a speech and language assessment;
- b. failing to conduct an adequate psychoeducational evaluation; and
- c. failing to conduct an assistive technology assessment.

The District denies this allegation. The District assessed [REDACTED] in all areas of suspected disability, and the assessments were appropriate and legally compliant. The assessments provided the IEP team with enough information to determine [REDACTED] continued eligibility and to develop an IEP that addressed his needs. Accordingly, no denial of FAPE occurred.

#### **REQUESTED REMEDIES**

Accordingly, because the District complied with all relevant Federal and state special education laws during the relevant time periods, Student should not receive his requested remedies.

Sincerely,

Monica D. Batanero, Senior Associate General Counsel  
School & College Legal Services of California

cc: Jason Morse, Superintendent, MUSD  
Andrea Arenas, Special Education Director/School Psychologist, MUSD

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## PROOF OF SERVICE

I declare that:

I am a citizen of the United States and a resident of the County of Sonoma. I am over the age of eighteen years and not a party to the within action; my business address is 5350 Skylane Blvd., Santa Rosa, CA 95403.

On the date set forth below, I served the attached **Response to Due Process Complaint re: [REDACTED], Parents on behalf of [REDACTED], Student, v. Mendocino Unified School District, OAH No.: 2020100003**, on the interested parties in said action, by placing a true copy thereof as indicated below, addressed as follows:

Christian M. Knox  
Ruderman & Knox, LLP  
1300 National Drive, Suite 120  
Sacramento, CA 95834  
*Via Email Only:* [service@rudermanknox.com](mailto:service@rudermanknox.com)

(X) **BY ELECTRONIC MAIL:** I emailed a copy of the document(s) to the addressee(s) at the email address listed above.

On this same date, I filed the above-referenced document in the manner stated below:

Margaret Gibson, Presiding Judge  
Office of Administrative Hearings  
Special Education Division  
2349 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833-4231

(X) **OAH Secure e-File:** I caused the document(s) to be uploaded and transmitted via the Office of Administrative Hearings "Secure e-File Transfer."

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 12, 2020, at Santa Rosa, California.

*Tracy D. Church*  
\_\_\_\_\_  
Tracy D. Church

**SCLS Service**

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**From:** OAHSecureEFile@dgs.ca.gov  
**Sent:** Monday, October 12, 2020 4:21 PM  
**To:** service@sclsca.org  
**Subject:** File received Confirmation



**Office of  
Administrative Hearings**

Your files: 2020-10-12 [REDACTED] - Response.pdf, have been successfully uploaded to the Office of Administrative Hearings SE\_OAH.

BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA

STUDENT'S NAME: [REDACTED]

DISTRICT: MENDOCINO UNIFIED SCHOOL DISTRICT

OAH CASE NUMBER 2020100003

ORDER GRANTING JOINT REQUEST FOR  
VIDEOCONFERENCE MEDIATION AND CONTINUANCE OF  
DUE PROCESS HEARING

OCTOBER 21, 2020

On September 30, 2020, Parents on behalf of Student filed with the Office of Administrative Hearings a Due Process Hearing Request, referred to as a complaint, naming Mendocino Unified School District. The Office of Administrative Hearings is referred to as OAH. On October 20, 2020, the parties filed a Joint Request to Schedule Videoconference Mediation and Continue Due Process Hearing. The joint request is timely and is granted. The dates are scheduled as follows:

MEDIATION DATE is November 20, 2020, from 9:00 AM to 4:30 PM. The mediation will occur via telephone or video. Please see attached Order Setting Telephonic and Video Mediation Procedures.

PREHEARING VIDEOCONFERENCE will be held on December 4, 2020, at 1:00 PM.




DUE PROCESS HEARING BY VIDEOCONFERENCE will be held on December 15 through 17, 2020. The hearing shall begin at 9:30 AM each day and generally end at 3:30 PM, unless otherwise ordered.

PARTICIPANT INFORMATION SHEETS FOR MEDIATION AND PREHEARING CONFERENCES MUST BE FILED TWO BUSINESS DAYS PRIOR TO THE DATE OF THE SCHEDULED EVENT.

Prehearing conference statements and motions are due to OAH no later than three business days before the prehearing conference or with a showing of good cause why it was not possible to file the motion by that date.

IT IS SO ORDERED

DocuSigned by:  
  
E 658813A1A1454

Jennifer Kelly

Administrative Law Judge

Office of Administrative Hearings

## DECLARATION OF SERVICE

OAH CASE NUMBER 2020100003

I, Erica Truong, declare as follows: I am over 18 years of age and am not a party to this action. I am employed by the Office of Administrative Hearings. My business address is 2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833. On October 21, 2020, I served a copy of the following documents in the action entitled above:

### ORDER GRANTING JOINT REQUEST FOR MEDIATION AND CONTINUANCE OF DUE PROCESS HEARING

to each of the persons named below at the addresses listed after each name by the following methods:

Christian Knox  
Ruderman & Knox, LLP  
service@rudermanknox.com

Monica Batanero  
School and College Legal Services of CA  
service@sclscal.org

- **Secure e-File Transmission:** Based upon agreement of the parties to accept service through the OAH Secure e-file Transfer System, I caused the documents to be sent to the persons at the email addresses listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration was executed at Sacramento, California on October 21, 2020.

*Erica Truong*

Erica Truong, Declarant

## **COMPROMISE AND RELEASE AGREEMENT**

OAH No 2020100003

This Final Compromise and Release Agreement ("Agreement") is entered into by [REDACTED] and [REDACTED] ("Parents") on behalf of [REDACTED] ("Student"), their minor son/daughter, over whom they hold full legal and physical custody, and the Mendocino Unified School District ("District"), hereinafter collectively referred to as the "Parties." No other parties, agents, agencies, or individuals are beneficiaries or parties to this Agreement. In consideration of the promises made herein, the Parties agree as follows:

### **1. Nature and Status of Dispute**

- 1.1. Parents and Student reside within the boundaries of the District. Student is eligible for special education and related services under the eligibility category of Specific Learning Disability.
- 1.2. A request for a special education due process hearing ("Complaint"), OAH No. 2020100003, was filed on behalf of Student on or about September 30, 2020, alleging that the District failed to provide Student with a Free Appropriate Public Education ("FAPE"), both procedurally and substantively.
- 1.3. The District denies all allegations raised in Student's Complaint. The District asserts that it has, at all times, acted in accordance with the Individuals with Disabilities Education Act ("IDEA") with regard to Student and offering a FAPE, both procedurally and substantively.
- 1.4. The purpose of this Agreement is to fully and finally resolve any and all claims with Parents on behalf of Student through the effective date of this Agreement. It does not, nor should it be construed as, an admission of liability for any purpose. The services and/or reimbursements that the district agrees to provide through this Agreement do not constitute, and shall not be construed as, an admission of what is FAPE for Student.

### **2. Actions to Resolve Dispute and Consideration for the Release and Waiver Below:**

- 2.1. The District agrees to establish a compensatory education fund ("Fund") in the total amount of twelve thousand dollars (\$12,000), which can be used to fund educationally related services provided to Student between the effective date of this Agreement and June 30, 2022. The Fund may be used to provide the following educationally related services provided by a qualified and credentialed provider: academic tutoring.
  - 2.1.1. Upon Parents providing the District Superintendent with a written request for the District to enter into a contract with an appropriately qualified service provider for the provision of educationally related services, the District shall take the necessary actions to enter into a contract with the service provider within ten (10) business days. It shall not be considered a breach of this Agreement if the District attempts to contract with the requested service provider but the service provider is nonresponsive, delayed in response time, or unwilling to agree to the District's terms. The written request provided to the District Superintendent for requests to contract with a service provider must include all of the following information: the name, phone number, and email address of the education services provider; a description of services; the costs of the services; and the term of the services. Additionally, Parents must provide documentation that any service provider who is not associated with a nonpublic agency is qualified to provide the requested services.
  - 2.1.2. Parents agree to hold the District harmless for any liability, damage to person or property, or legal claims that may result from the acts or omissions of Parents or Student, acts or omissions of service providers or vendors, or from any actions or omissions of any officers, agents, or employees of the same associated with Student's service providers and vendors described in this Agreement related to the provision of education services.

- 2.2. The District agrees to fund an Independent Educational Evaluation (“IEE”) in the area of Psychoeducational, at a maximum cost of six thousand dollars (\$6,000), inclusive of travel, report writing, and IEP attendance. The District will review and consider the IEE at an IEP meeting within thirty (30) days of receipt of the assessment report. The Parties anticipate that this IEE will be completed by March 15, 2021. Parents and the District will work collaboratively to identify a mutually agreed-upon assessor to conduct this assessment should Dr. Solomon not be available.
- 2.3. The District agrees to assess Student in the areas of speech and language and assistive technology. Parents agree to consent to the aforementioned assessments as memorialized in the attached Assessment Plan, labeled “Exhibit A.” Parents reserve their right to request an Independent Educational Evaluation if they disagree with the aforementioned assessments.
- 2.4. If Parents relocate outside the jurisdictional limits of the District during the term of this Agreement, then Parents must immediately notify the District Superintendent of the move. In addition, if requested by the District, which may occur no more often than once per quarter, Parents shall provide proof of residency (in accordance with District Administrative Regulation 5111.1) to the District Superintendent within ten (10) calendar days. .
- 2.5. The District agrees to pay reasonable attorneys’ fees related to this matter in an amount not to exceed five thousand five hundred dollars (\$5,500). Any attorneys’ fees shall be paid by check to “Client Trust Account of Ruderman and Knox” and mailed through U.S. postal mail to 1300 National Drive, Suite 120, Sacramento, CA 95834. All requests for payment under this section must be made within thirty (30) calendar days of the effective date of this Agreement to counsel for the District. Payment will be made within forty-five (45) calendar days following the receipt by Counsel for the District of a standard accounting of the Parents’ attorneys’ fees and completed state (CA-590) and federal (W-9) tax forms. The detailed accounting for attorneys’ fees should provide: the hourly rate of each attorney and/or paralegal; dates and times services were provided; amount of service provided for each time and date; and a description of the services provided (with redactions for attorney-client privileged information) for each time and date.
- 2.6. This Agreement will not be effective until approved by the District Board of Trustees. The District Superintendent will present this Agreement for approval at the District’s December 14, 2020, Board of Trustees meeting. District counsel will notify Parents’ counsel within three business days of the decision of the Board of Trustees. Counsel for Parents agrees to withdraw OAH Case No. OAH No 2020100003, with prejudice, within three (3) business days after notification of approval by the Board of Trustees.

### 3. Release and Discharge

Parents, on behalf of Student and anyone acting on behalf of Parent and/or Student, agrees to release the District, its past and present officials, employees, trustees, successors, predecessors, assigns, agents, attorneys, consultants, affiliates and representatives from any and all education matters, claims, obligations, actions, judgments, damages, liabilities, demands, complaints, and causes of action relating to Student’s educational program and services through and to the effective date of this Agreement. This release includes, but is not limited to, all claims and issues raised in OAH Case No. OAH No 2020100003, and all claims and issues raised or that could have been raised, under the IDEA, IDEA implementing regulations, related California special education law and regulations, Section 504 of the Rehabilitation Act of 1973 (“Section 504”), the Americans with Disabilities Act (“ADA”), and Title 42 of the United States Code Section 1983, Unruh Civil Rights Act, and the California Government Code, and any and all other education claims that Parents may potentially hold against the District through the

effective date of this Agreement.

4. Unknown Claims

Paragraph 3 of this Agreement applies to all special education and/or civil rights claims for injuries, damages, claims, or losses related to Student's educational program and services through the date of this Agreement, regardless of whether those injuries, damages, claims, or losses are currently known, foreseen, or unforeseen. Unknown personal injury claims are not included in Paragraph 3 to this Agreement.

4.1. Parents agree to waive the application of California Civil Code section 1542 as it applies to this Agreement.

4.2. Parents certify that they have read and have had the opportunity to consult with an attorney regarding any and all questions they may have about the following provision of California Civil Code section 1542 as it applies to the issues described in Paragraph 1 ("Nature and Status of Dispute"), through the effective date of this Agreement, herein:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

[Redacted Signature] (Parent's initials)

[Redacted Signature] (Parent's initials)

4.3. Parents understand and acknowledge the significance and consequence of this waiver of California Civil Code section 1542 as it applies to this Agreement, as follows:

4.3.1. Parents may have additional claims arising or occurring through the date of full execution of this Agreement, of which they are not now aware;

4.3.2. Parents may not make a further demand for any such claims, fees or costs; and

4.3.3. Parents extend the waiver to include now unknown or later discovered claims, fees or costs arising or occurring through the effective date of this Agreement.

5. Attorney Fees

Other than as provided for in Paragraph 2 of this Agreement, the Parties agree to bear their own attorney's fees and costs, including the cost of expert witnesses. The Parties further agree that no party shall be deemed a prevailing party for any purpose with respect to matters up to and including the execution of this Agreement and through the date of this Agreement.

6. Advice of Attorney

The Parties warrant and represent that, in executing this Agreement, they have relied upon advice from the attorney of their choice; that the terms of this Agreement have been read and its consequences (including risks, complications, and costs) have been completely explained to them by that attorney; and that they fully understand the terms of this Agreement. They further acknowledge and represent that, in executing this Agreement, they have not relied on any inducements, promises, or representations other than those stated in this Agreement.

**7. Conditions of Execution**

Each party to the Agreement acknowledges and warrants that each party's execution of this Agreement is free and voluntary.

**8. Execution of Other Documents**

Each party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

**9. Breach**

If either party alleges that the other party has breached the terms of this agreement, the following will occur:

- 9.1. The non-breaching party will notify the other party, in writing, of the specific alleged breach.
- 9.2. The alleged breaching party must respond in writing, within 10 business days, indicating their position concerning the breach, including the steps the party will take to cure the alleged breach.
- 9.3. If the non-breaching party continues to assert that a breach exists after the other party's attempt to cure the alleged breach, that party may file an action in a court of competent jurisdiction or administrative agency.
- 9.4. The prevailing party in an action before a court of competent jurisdiction or administrative agency regarding an allegation of breach is entitled to recover attorney's fees and related costs associated with the action.

**10. Non-admission**

This Agreement is not, and shall not be construed as, an admission of liability, fault or wrongdoing of any kind by Parent or the District. No party shall be deemed to be a prevailing party for any purpose with respect to claims released in this Agreement.

**11. Governing Law and Forum**

This Agreement is entered into, and shall be construed and interpreted in accordance with the state and federal special education laws and the laws of the State of California and the United States. This Agreement is entered into pursuant to provisions of the IDEA at 20 U.S.C. § 1415(e). Venue for any dispute arising out of the interpretation or enforcement of this Agreement shall be in the Superior Court of the County of Mendocino, California and in no other place or forum.

**12. Severability**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

**13. Integration**

This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or

oral understandings or agreements of the parties. The Agreement may not be altered or amended in any respect except by a writing signed by each party.

14. Negotiated Agreement

The text of this Agreement is the product of negotiation among the Parties and is not to be construed as having been prepared by any specific party.

15. Implementation and Confidentiality

By their signatures, the parties acknowledge that they will carry out the terms of this Agreement, which shall be maintained as a confidential document by all parties except as required by law. Specifically, Parents shall not share the terms of this Agreement with anyone except the Parents' legal counsel or their accountants. However, for the limited purpose of resolving questions of implementation and enforcement of the Agreement, the parties mutually consent to disclosure and admissibility of this Agreement. This Agreement may be disclosed for the purpose of obtaining providers to contract with the District for the purposes of implementation of paragraph 2.1. If Parents or District violate the confidentiality of this Agreement, then this will constitute a breach as described in Paragraph 9 of this Agreement.

16. Signatures in Counterpart

This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. An electronic or facsimile copy of signature is deemed an original signature for purposes of this Agreement. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

17. Effective Date

The effective date of this Agreement shall be that date upon which the Agreement is fully executed by all parties and approved by the Governing Board.

Dated: 11/20/2020

[Redacted]  
By [Redacted] Parent

Dated: 11/20/2020

By [Redacted] Parent

MENDOCINO UNIFIED SCHOOL DISTRICT

Dated: 11/20/2020

DocuSigned by:  
By Jason Morse  
Jason MORSE, Superintendent



Approved as to Form and Content:

RUDERMAN AND KNOX

Dated: 11/20/2020

DocuSigned by:  
By: Christian Knox  
Christian Knox, Attorney(s) for Parents and Student

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

Dated: 11/20/2020

DocuSigned by:  
By: Monica Batanero  
Monica D. Batanero, Attorneys for District

BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA

IN THE MATTER OF:  
PARENT ON BEHALF OF STUDENT,

v.

MENDOCINO UNIFIED SCHOOL DISTRICT.  
OAH CASE NUMBER 2020100003

ORDER VACATING DATES

NOVEMBER 20, 2020

On November 20, 2020 the parties provided proof that they had entered into a settlement agreement outside of mediation that was contingent on school board approval. It is anticipated that the settlement agreement will be discussed at the next school board meeting on December 14, 2020. Accordingly, all dates are vacated and this matter will be dismissed 30-days after your scheduled board meeting.

If the settlement is not considered at the scheduled Board meeting, the parties are to promptly notify the Office of Administrative Hearings. Otherwise, the Office of Administrative Hearings will close the case and issue a notice of dismissal.

**MARGARET GIBSON**

**Division Chief Administrative Law Judge**

**Office of Administrative Hearings**

## DECLARATION OF SERVICE

OAH CASE NUMBER 2020100003

I, Erica Truong, declare as follows: I am over 18 years of age and am not a party to this action. I am employed by the Office of Administrative Hearings. My business address is 2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833. On November 20, 2020, I served a copy of the following documents in the action entitled above:

## ORDER VACATING DATES

to each of the persons named below at the addresses listed after each name by the following methods:

Christian Knox  
Ruderman & Knox, LLP  
service@rudermanknox.com

Monica Batanero  
School and College Legal Services of CA  
service@sclscal.org

- **Secure e-File Transmission:** Based upon agreement of the parties to accept service through the OAH Secure e-file Transfer System, I caused the documents to be sent to the persons at the email addresses listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration was executed at Sacramento, California on November 20, 2020.

*Erica Truong*

Erica Truong, Declarant

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# Mendocino Unified School District

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## Agenda

### Regular Board Meeting

**DECEMBER 14, 2020**

**MENDOCINO K-8 SCHOOL  
44261 LITTLE LAKE ROAD  
MENDOCINO, CA 95460**

**4:00 P.M. CLOSED SESSION - VIA TELECONFERENCE**

(Closed Session Public Hearing - Link on page 2)

**5:00 P.M. OPEN SESSION - VIA TELECONFERENCE**

Join Zoom Meeting

<https://zoom.us/j/95823804585?pwd=UFO0cGZMb3FMTzUrUldOeDNHV0NBUT09>

Meeting ID: 958 2380 4585 Passcode: V92xfV

Dial by your location

+1 669 900 9128 US (San Jose)

Meeting ID: 958 2380 4585 Passcode: 233939

*Please "mute" your device during the meeting.*

*MUSD is not available for technical support for remote meetings.*

***If the public wishes to make a comment regarding any closed session item before the Board adjourns to closed session, please email [JMorse@mcn.org](mailto:JMorse@mcn.org)***

#### **Board Priorities**

- *Develop and expand community partnerships and communication*
- *Increase learning and achievement for all students, families, and staff*
- *Plan wisely for the future while maintaining fiscal integrity*
- *Maintain and improve the physical plant*

Any writings distributed either as part of the Board packet, or within 72 hours of a meeting, can be viewed at the District Office: 44141 Little Lake Road, Mendocino, CA 95460. Board backup materials are also located on the MUSD website at <http://www.mendocinoused.org/District/2285-Untitled.html>

In compliance with Government Code section 54954.2(a) Mendocino Unified School District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability related modification or accommodation in order to participate in the meeting should contact, Erin Placido Exec. Assistant to the Superintendent, in writing at P.O. Box 1154, Mendocino, CA 95460 or via email at [doerin@mcn.org](mailto:doerin@mcn.org).

**MENDOCINO UNIFIED SCHOOL DISTRICT IS PROUD TO BE AN EQUAL OPPORTUNITY EMPLOYER**

**1. 4:00 P.M., CLOSED SESSION CALL TO ORDER AND ROLL CALL**

- 1.1. Call to order and roll call
- 1.2. The President will verbally identify the agenda items to be discussed during closed session as listed below.

**2. PUBLIC HEARING FOR CLOSED SESSION**

Members of the public may take this opportunity to comment on closed session agenda items per Board Policy 9322. Under the requirements of the Brown Act open meeting law, members of the community wishing to address an item on the closed session agenda may do so at this time. Items not on the agenda cannot be addressed at this time. A three-minute limit is set for each speaker on all items. The total time for public input on each item is limited to 20 minutes. (Government Code 54954.3).

<https://zoom.us/j/96418322633?pwd=Y0VPOHZPT3JOZjVySE45bjk2RDhXZz09>

Meeting ID: 964 1832 2633 Passcode: 9fADsc

Dial by your location: +1 669 900 9128 US (San Jose) Meeting ID: 964 1832 2633 Passcode: 470770

**3. CLOSED SESSION**

The Board will adjourn to closed session pursuant to Government Code 54950 - 54962.

- 3.1. Conference with labor negotiators (Govt. Code 54957.6) Agency Representative: Superintendent Jason Morse  
Employee organizations: CEMUS and MTA bargaining units and unrepresented employees
- 3.2. Employment/Personnel Changes
- 3.3. Conference with Legal Counsel – Existing Litigation (Govt. Code 54956.9):  
OAH Case No. 2020100003
- 3.4. Public Employee Discipline/Dismissal/Release (Govt. Code 54957)

**4. 5:00 P.M. RECONVENE TO OPEN SESSION**

- 4.1. Call to order and roll call
- 4.2. Closed session disclosure  
Any reportable action taken during closed session will be disclosed at this time.
- 4.3. Approval of agenda  
Items to be removed from the agenda or changes to the agenda should be done at this time.

**5. 5:00 P.M. PUBLIC HEARING – RESOLUTION REGARDING THE ACCOUNTING OF DEVELOPER FEES FOR THE 2019-2020 FISCAL YEAR.**

At this time the Board will accept public comments regarding the accounting of developer fees for Fiscal Year 2019-20.

**6. CONSENT AGENDA**

Items on the consent agenda are passed in one motion without discussion. Any item may be pulled from the consent agenda by any member of the Board and moved to action when approving the agenda. (action)

- 6.1. Approval of Warrants  
6.1.1. 11/13/20, 11/19/20
- 6.2. Approval of Minutes  
6.2.1. Board Meeting Minutes: 11/19/20
- 6.3. Approval of Employment/Personnel Changes  
6.3.1. Accept Resignation, Speech & Language Pathologist, .80 FTE, effective 12/31/20

- 6.4. Approval of the Current Budget Change Report
- 6.5. Approval of Student Body Reports – October & November 2020
- 6.6. Final Approval of Board Policy/Administrative Regulation/Exhibits
  - 6.6.1. BP/AR 1340.0: Access to District Records (community relations)
  - 6.6.2. BP/AR 4113.0: Assignment (personnel)

**7. REPORTS**

- 7.1. Student Trustee – Olivia Jung
- 7.2. Administrative
  - 7.2.1. Principal – Tobin Hahn
  - 7.2.2. Superintendent – Jason Morse
- 7.3. Bargaining Units
  - 7.3.1. Mendocino Teachers Association (MTA)
  - 7.3.2. Classified Employees of Mendocino Unified Schools (CEMUS)
- 7.4. Board Trustee Reports

**8. TIMED ITEM 5:30 P.M. - PARENT/COMMUNITY COMMENT**

Items not on the agenda, but within the jurisdiction of this body, may be addressed at this time or be submitted to the Superintendent in writing for Board consideration as an agenda item. A three-minute limit is set for each speaker on all items. The total time for public input on each item is limited to 20 minutes (Government Code 54952). The Brown Act does not permit the Board to take action on any item that is not on the agenda. In addition, in order to protect the rights of all involved, complaints about employees should be addressed through the District complaint process. Speaking about a personnel issue at a Board meeting may prevent the Board from being able to act on it. Please see an administrator to initiate the complaint process.

The Board may briefly respond to public comments by asking questions to clarify the speaker's comments and refer the speaker to the Superintendent for further clarification. We thank you for your comments and participation at this meeting.

**9. INFORMATION/DISCUSSION/POSSIBLE ACTION ITEMS**

- 9.1. Board Organizational Meeting
  - The Board is required to hold an annual organizational meeting (BB 9100 attached) whereby it appoints Board representatives to various assignments and designated committees. These actions are required by law.
  - 9.1.1 Swearing in of Elk, Caspar and Comptche Trustees (action)
  - 9.1.2 Board elections for President, Clerk, and official appointment of the Superintendent as Secretary to the Board (action)
  - 9.1.3 Selection of Board Trustee appointments to committees (action)
    - Previous committees which Board members have participated on have been: Board Facilities Committee (two Trustees), Board Finance Committee (two Trustees plus an alternate), Superintendent's MCN Advisory Committee (two Trustees), MECCA (Board President), and Superintendent's Policy Committee (two Trustees) (action)
- 9.2. Approval of the 2021-22 MUSD Board Calendar (action)



- 9.3. Approval of the 2021-22 MUSD Board Action Calendar (action)  
This calendar is a summary of routine and legally required agenda items and the approximate month they need to take place (action)
- 9.4. MUSD First Interim Budget Report  
Jason Fruth, Business Manager, will present the MUSD 2020-21 First Interim Budget Report to the Board for review and approval (action)
- 9.5. 2020-21 School Year Reassessment  
District Admin will provide the Board with information relating to the processes the sites and District are discussing as it relates to distance learning and alternative learning options. The Board will revisit the decision made at the Board Meeting on October 15, 2020 wherein the Board moved and approved to "to continue with the current distance learning model through the end of the semester with the Board revisiting the decision at the December Board meeting" (action)
- 9.6. Approval of Resolution 2020-19 regarding accounting of Developer Fees for Fiscal Year 2019-20 (action)
- 9.7. Board Policies and Administrative Regulations (as a first reading) (action)
  - 9.7.1. BP/AR 5145.3: Nondiscrimination/Harassment (students)
  - 9.7.2. BP/AR 6174: Education for English Learners (Instruction)
  - 9.7.3. BP/AR 4119.11, 4219.11, 4319.11: Sexual Harassment (personnel)
  - 9.7.4. AR 4119.12, 4219.12, 4319.12: Title IX Harassment Complaint Procedures (personnel)
  - 9.7.5. BP/AR 5145.7: Sexual Harassment (students)
  - 9.7.6. AR 5145.71: Title IX Sexual Harassment Complaint Procedures (students)

#### **10. FUTURE AGENDA ITEMS**

2019-20 Audit Report, Cafeteria Financial Report, SARC's, Strategic Plan Update

#### **11. ADJOURNMENT**

The next Board meeting is scheduled for **January 21, 2021**.

# Mendocino Unified School District



## MINUTES

### Regular Board Meeting

**DECEMBER 14, 2020**

**MENDOCINO K-8 SCHOOL  
44261 LITTLE LAKE ROAD  
MENDOCINO, CA 95460**

**4:00 P.M. CLOSED SESSION - VIA TELECONFERENCE**

(Closed Session Public Hearing - link on page 2)

**5:00 P.M. OPEN SESSION - VIA TELECONFERENCE**

Join Zoom Meeting

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#### **Board Priorities**

- *Develop and expand community partnerships and communication*
- *Increase learning and achievement for all students, families, and staff*
- *Plan wisely for the future while maintaining fiscal integrity*
- *Maintain and improve the physical plant*

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**MENDOCINO UNIFIED SCHOOL DISTRICT IS PROUD TO BE AN EQUAL OPPORTUNITY EMPLOYER**

**1. 4:00 P.M., CLOSED SESSION CALL TO ORDER AND ROLL CALL**

- 1.1. Call to order and roll call

*The meeting was called to order at 4:02 PM. Virtually present were Trustees Gay, Morton, Grinberg, Schaeffer, Aum. The meeting was re-opened at 6:43 PM at the conclusion of Open Session.*

- 1.2. The President will verbally identify the agenda items to be discussed during closed session as listed below.

*The President verbally identified the agenda items to be discussed.*

**2. PUBLIC HEARING FOR CLOSED SESSION**

Members of the public may take this opportunity to comment on closed session agenda items per Board Policy 9322. Under the requirements of the Brown Act open meeting law, members of the community wishing to address an item on the closed session agenda may do so at this time. Items not on the agenda cannot be addressed at this time. A three-minute limit is set for each speaker on all items. The total time for public input on each item is limited to 20 minutes. (Government Code 54954.3).

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Meeting ID: 964 1832 2633 Passcode: 9fADsc

Dial by your location: +1 669 900 9128 US (San Jose) Meeting ID: 964 1832 2633 Passcode: 470770

*There were no members of the public present.*

**3. CLOSED SESSION**

The Board will adjourn to closed session pursuant to Government Code 54950 - 54962.

- 3.1. Conference with labor negotiators (Govt. Code 54957.6) Agency Representative: Superintendent Jason Morse  
Employee organizations: CEMUS and MTA bargaining units and unrepresented employees
- 3.2. Employment/Personnel Changes
- 3.3. Conference with Legal Counsel – Existing Litigation (Govt. Code 54956.9):  
OAH Case No. 2020100003
- 3.4. Public Employee Discipline/Dismissal/Release (Govt. Code 54957)

**4. 5:00 P.M. RECONVENE TO OPEN SESSION**

- 4.1. Call to order and roll call

*The meeting was called to order at 5:04 PM. Virtually present were Trustees Gay, Morton, Grinberg, Schaeffer, Aum and Student Trustee Jung.*

- 4.2. Closed session disclosure

Any reportable action taken during closed session will be disclosed at this time.

*There was nothing to report from closed session other than the Board will continue with Closed Session at the conclusion of Open Session.*

*Upon re-opening of Closed Session at 6:43 PM, the Board voted 3/2 on OAH Case No. 2020100003.*

*Roll call vote: Ayes: Trustees Grinberg, Gay, Aum.*

- 4.3. Approval of agenda

Items to be removed from the agenda or changes to the agenda should be done at this time.

*MSA Schaeffer/Grinberg (5/0) to approve the agenda as written.*

**5. 5:00 P.M. PUBLIC HEARING – RESOLUTION REGARDING THE ACCOUNTING OF DEVELOPER FEES FOR THE 2019-2020 FISCAL YEAR.**

At this time the Board will accept public comments regarding the accounting of developer fees for Fiscal Year 2019-20.

*There were no public comments regarding the Accounting of Developer Fees for the 2019-20 Fiscal Year.*

## 6. CONSENT AGENDA

Items on the consent agenda are passed in one motion without discussion. Any item may be pulled from the consent agenda by any member of the Board and moved to action when approving the agenda. (action)

- 6.1. Approval of Warrants
  - 6.1.1. 11/13/20, 11/19/20
- 6.2. Approval of Minutes
  - 6.2.1. Board Meeting Minutes: 11/19/20
- 6.3. Approval of Employment/Personnel Changes
  - 6.3.1. Accept Resignation, Speech & Language Pathologist, .80 FTE, effective 12/31/20
- 6.4. Approval of the Current Budget Change Report
- 6.5. Approval of Student Body Reports – October & November 2020
- 6.6. Final Approval of Board Policy/Administrative Regulation/Exhibits
  - 6.6.1. BP/AR 1340.0: Access to District Records (community relations)
  - 6.6.2. BP/AR 4113.0: Assignment (personnel)

*MSA Grinberg/Aum (5/0) to approve the consent agenda.*

## 7. REPORTS

- 7.1. Student Trustee – Olivia Jung

*Student Trustee Jung reported that there is not much happening at the MHS right now. The semester is ending and students are prepping for finals. This Wednesday, the canned food drive for the MUSD Food Pantry ends. So far over 325 items have been donated. The Senior class is currently in the lead with donations. Also on Wednesday, the CTE Faire is taking place showcasing student work done with items being sold in support of the programs.*

- 7.2. Administrative

- 7.2.1. Principal – Tobin Hahn

*Principal Hahn gave a presentation (see attached)*

*The Radio Grant that was recently received will hopefully include a signal upgrade and/or streaming capabilities along with equipment for remote productions and FCC tests/emergency alerts.*

- 7.2.2. Superintendent – Jason Morse

*Superintendent Morse notified the Board of his recent outreach to staff to participate/fill in their classrooms for 1 hour. He misses staff and students and wanted to experience distance learning for himself. Has heard back from 14 staff members. Has participated in a few classes already and looks forward to more. Got to see first-hand some of the technological difficulties students are having. Glad to have been able to have the aides present in the classes.*

*Ten contractors showed up for the walk-through at the MHS. Hoping for a lot of incoming bids. Thanks to the committee for their participation. Thank you to Evan Mills for his knowledge and time.*

- 7.3. Bargaining Units

- 7.3.1. Mendocino Teachers Association (MTA)

*President Pam Duncan echo's a staff member's invitation and invites Board members to sit in on classes in order to get a feel for what teachers/students are experiencing. Email Pam to*

*participate.*

7.3.2. Classified Employees of Mendocino Unified Schools (CEMUS)

*There was no update from CEMUS.*

7.4. Board Trustee Reports

*Trustee Schaeffer is trying to imagine what getting back to normal means. The vaccine may not benefit schools until June. How does the Board respond? Wishes everyone luck as we proceed.*

*Trustee Morton stated that it has been extremely gratifying these past few weeks to have something positive to collaborate on (MHS Modernization Project). They have been dealing with energy at the MHS. The gym will not be included at this time. When all is said and done the Bunsen Burners may be the only fossil fuels being used at MHS. The committee lucked out in having a Nobel Peace Prize winner, Evan Mills, move to the coast and become involved in the energy conversation. The goal is to abandon the fuel tanks and move to heat pumps. Otto is doing a great job on the project.*

*Trustee Aum echo's Trustee Morton. Evan Mills has helped tremendously. Thank you to Kim Bratton for the link to the MUSD Choral Caroling link.*

*Trustee Gay extends a sincere "thank you" to all of the Trustees for their dedication and positive outlook.*

**8. TIMED ITEM 5:30 P.M. - PARENT/COMMUNITY COMMENT**

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The Board may briefly respond to public comments by asking questions to clarify the speaker's comments and refer the speaker to the Superintendent for further clarification. We thank you for your comments and participation at this meeting.

*A staff member offered Board members the opportunity to sit in on classes to experience firsthand what the staff/students are experiencing.*

**9. INFORMATION/DISCUSSION/POSSIBLE ACTION ITEMS**

9.1. Board Organizational Meeting

The Board is required to hold an annual organizational meeting (BB 9100 attached) whereby it appoints Board representatives to various assignments and designated committees. These actions are required by law.

9.1.1 Swearing In of Elk, Caspar and Comptche Trustees (action)

*Trustee's Morton, Gay, and Schaeffer were sworn in by Superintendent Morse and took their oath.*

9.1.2 Board elections for President, Clerk, and official appointment of the Superintendent as Secretary to the Board (action)

*MSA Schaeffer/Morton (5/0) to approve Trustee Aum as President of the Board, Trustee Schaeffer as Board Clerk and Superintendent Morse as Board Secretary.*

**9.1.3 Selection of Board Trustee appointments to committees (action)**

Previous committees which Board members have participated on have been: Board Facilities Committee (two Trustees), Board Finance Committee (two Trustees plus an alternate), Superintendent's MCN Advisory Committee (two Trustees), MECCA (Board President), and Superintendent's Policy Committee (two Trustees) (action)

*MSA Gay/Schaeffer (5/0) to approve the following committee appointments:*

*Facilities Committee: Trustee Morton, Trustee Aum*

*Finance Committee: Trustee Gay, Trustee Schaeffer, Alternate: Trustee Morton*

*MCN Advisory Committee: Trustee Grinberg, Trustee Gay*

*MECCA: Trustee Aum*

*Policy Committee: Trustee Grinberg, Trustee Schaeffer*

**9.2. Approval of the 2021-22 MUSD Board Calendar (action)**

*MSA Schaeffer/Morton (5/0) to approve the 2021-22 MUSD Board Calendar with the following changes: April 22, 2021 becomes April 21<sup>st</sup>, August 26, 2021 becomes August 25<sup>th</sup>, June 3, 2021 becomes June 2<sup>nd</sup> and June 2, 2022 becomes June 1<sup>st</sup>.*

**9.3. Approval of the 2021-22 MUSD Board Action Calendar**

This calendar is a summary of routine and legally required agenda items and the approximate month they need to take place (action)

*MSA Schaeffer/Morton (5/0) to approve the 2021-22 MUSD Board Action Calendar.*

**9.4. MUSD First Interim Budget Report**

Jason Fruth, Business Manager, will present the MUSD 2020-21 First Interim Budget Report to the Board for review and approval (action)

*MSA Schaeffer/Gay (5/0) to approve the MUSD First Interim Budget Report (see attached presentation).*

**9.5. 2020-21 School Year Reassessment**

District Admin will provide the Board with information relating to the processes the sites and District are discussing as it relates to distance learning and alternative learning options. The Board will revisit the decision made at the Board Meeting on October 15, 2020 wherein the Board moved and approved to "to continue with the current distance learning model through the end of the semester with the Board revisiting the decision at the December Board meeting" (action)

*MSA Morton/Schaeffer (5/0) to continue with Distance Learning and revisit the situation at the February 11, 2021 Board meeting.*

**9.6. Approval of Resolution 2020-19 regarding accounting of Developer Fees for Fiscal Year 2019-20 (action)**

*MSA Schaeffer/Grinberg (4/0/1) to approve Resolution 2020-19 regarding the accounting of Developer Fees for Fiscal Year 2019-20. Roll call vote: Trustee Gay (abstain), Trustee Morton (aye), Trustee Grinberg (aye), Trustee Schaeffer (aye), Trustee Aum (aye).*

- 9.7. Board Policies and Administrative Regulations (as a first reading) (action)
  - 9.7.1. BP/AR 5145.3: Nondiscrimination/Harassment (students)
  - 9.7.2. BP/AR 6174: Education for English Learners (instruction)
  - 9.7.3. BP/AR 4119.11, 4219.11, 4319.11: Sexual Harassment (personnel)
  - 9.7.4. AR 4119.12, 4219.12, 4319.12: Title IX Harassment Complaint Procedures (personnel)
  - 9.7.5. BP/AR 5145.7: Sexual Harassment (students)
  - 9.7.6. AR 5145.71: Title IX Sexual Harassment Complaint Procedures (students)

*MSA Grinberg/Morton (5/0) to approve the Board Policies as a first reading.*

#### **10. FUTURE AGENDA ITEMS**

2019-20 Audit Report, Cafeteria Financial Report, SARC's, Strategic Plan Update

#### **11. ADJOURNMENT**

The next Board meeting is scheduled for **January 21, 2021.**

*The meeting was adjourned at 6:33 PM.*

*The Board re-opened Closed Session at 6:43 PM.*

*CLOSED SESSION DISCLOSURE: The Board voted 3/2 on OAH Case No. 2020100003.*

*Ayes: Trustees: Grinberg, Gay, Aum*

*Closed Session Adjourned at 8:10 PM.*

BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA

IN THE MATTER OF:  
PARENT ON BEHALF OF STUDENT,

v.

MENDOCINO UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2020100003

NOTICE OF CASE DISMISSAL

DECEMBER 15, 2020

The Office of Administrative Hearings – Special Education Division received a notice requesting dismissal of the above-entitled case. Consequently, all previously set dates are vacated and the matter is closed.

For Good Cause shown, the case is DISMISSED.

MARGARET GIBSON

Division Chief Administrative Law Judge

Office of Administrative Hearings



## DECLARATION OF SERVICE

### OAH CASE NUMBER 2020100003

I, Dana Dill, declare as follows: I am over 18 years of age and am not a party to this action. I am employed by the Office of Administrative Hearings. My business address is 2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833. On December 15, 2020, I served a copy of the following documents in the action entitled above:

## NOTICE OF CASE DISMISSAL

to each of the persons named below at the addresses listed after each name by the following methods:

Christian Knox  
Ruderman & Knox, LLP  
service@rudermanknox.com

Monica Batanero  
School and College Legal Services of CA  
service@sclscal.org

- Secure e-File Transmission: Based upon agreement of the parties to accept service through the OAH Secure e-file Transfer System, I caused the documents to be sent to the persons at the email addresses listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration was executed at Sacramento, California on December 15, 2020.

*Dana Dill*

Dana Dill, Declarant

**Jason Morse**

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**From:** Kim Humrichouse <khumrichouse@mcn.org>  
**Sent:** Tuesday, September 13, 2022 4:57 PM  
**To:** Jason Morse  
**Subject:** FW: [REDACTED]/IEP

On 3/18/22, 10:12 AM, "Kim Humrichouse" <khumrichouse@mcn.org> wrote:

Hello [REDACTED],

Thank you for the email.

Cheyenne Davis, our school psychologist and director of special education, will be in touch with you within 15 days to discuss an assessment plan and next steps.

I have cced her on this email so that you have contact information for each other.

Thank you,

Kim

On 3/18/22, 10:02 AM, [REDACTED] <[REDACTED]> wrote:

- >
- > Hello Kim,
- > I am writing you this to officially ask for [REDACTED] to be evaluated for an iep. I am also going to be talking with his physician however have been told by advisors to ask for this to be done sooner than later so we can get some help in school for [REDACTED] Thanks
- > Let me know what my next step is and what the school can offer us as a next step.
- >
- > [REDACTED]
- > [REDACTED]
- >

## Jason Morse

---

**From:** Kim Humrichouse <khumrichouse@mcn.org>  
**Sent:** Tuesday, September 13, 2022 4:55 PM  
**To:** Jason Morse  
**Subject:** FW: Testing Request for 4 my Year Old

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**From:** Kim Humrichouse <khumrichouse@mcn.org>  
**Date:** Tuesday, April 19, 2022 at 4:57 PM  
**To:** [REDACTED]  
**Cc:** Cheyenne Davis <cdavis@mendocinosd.org>, Sam Skowron <sskowron@mendocinosd.org>  
**Subject:** Re: Testing Request for 4 my Year Old

Hello [REDACTED]

Thank you for the email. I have included Cheyenne Davis, our School Psychologist and Special Education Director, and Sam Skowron, our Speech and Language Pathologist on this email to loop them in.

Cheyenne will be in touch with you within 15 days to discuss next steps.

Please let me know if you have any questions.

Thank you,

Kim

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**From:** [REDACTED]  
**Date:** Monday, April 18, 2022 at 4:21 PM  
**To:** <khumrichouse@mcn.org>  
**Subject:** Testing Request for 4 my Year Old

Hi Principal Humrichouse,

I am writing to start the process to request testing for my 4 year old son [REDACTED] who will be attending Mendocino K8 for Kindergarten in the 2023-24 school year. His preschool director [REDACTED] from [REDACTED] has suggested we look into testing him. She is very well seasoned in observing preschool students and apparently our very smart little dude, also struggles more than average. He is going to be evaluated by his physician soon, but I think getting a baseline can be a very good idea so we can see if he improves or not over time. [REDACTED] says he struggles with socializing and often needs the extra help of a teacher. He struggles with physical boundaries and his dad is on the autism spectrum. I would like to get the ball rolling because I know this can be a long process. Please let me know what you need for next steps or if there is someone else I should be directing my concerns to.

Thank You,



## Jason Morse

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**From:** Kim Humrichouse <khumrichouse@mcn.org>  
**Sent:** Tuesday, September 13, 2022 4:53 PM  
**To:** Jason Morse  
**Subject:** FW: Special Education Assessment Request

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**From:** [REDACTED]  
**Date:** Friday, August 12, 2022 at 3:03 AM  
**To:** Kim Humrichouse <khumrichouse@mcn.org>  
**Subject:** Re: Special Education Assessment Request

Thank you Kim

Sent from my iPhone

On Aug 11, 2022, at 3:10 PM, Kim Humrichouse <khumrichouse@mcn.org> wrote:

Hello [REDACTED],

It was nice to see you today, too!

Someone from the district will be in touch with an assessment plan within 15 days.  
Staff do not return to work until next week!

I'm so glad the boys are excited to start school. I am looking forward to it, as well.

See you, again, soon!

Kim

---

**From:** [REDACTED] >  
**Date:** Thursday, August 11, 2022 at 2:59 PM  
**To:** Kim Humrichouse <khumrichouse@mcn.org>  
**Cc:** My [REDACTED]  
**Subject:** Special Education Assessment Request

Hello Kim,

It was nice to see you in the office today. Thank you for the guidance. As discussed, we are requesting a school based special education assessment for [REDACTED]. We will be providing a doctors report to the school in the next few weeks with recommendations. Hopefully we can work together to accommodate these recommendations to help him be successful this first year of middle school!

Thank you to the staff for placing the boys in classes with teachers they are excited about! That has to be a challenging effort!

Take care,



## Jason Morse

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**From:** Kim Humrichouse <khumrichouse@mcn.org>  
**Sent:** Tuesday, September 13, 2022 4:43 PM  
**To:** Jason Morse  
**Subject:** FW: Assessment for [REDACTED]

On 8/17/22, 8:30 AM, "Kim Humrichouse" <khumrichouse@mcn.org> wrote:

Hello [REDACTED]

Thank you for your request.

Josh Potter, our resource teacher, will be in touch within 15 days for next steps.

Thank you,

Kim

On 8/16/22, 4:11 PM, [REDACTED] > wrote:

Hi Kim,

It was nice to speak with you today. I would like to request a special ed assessment for my daughter, [REDACTED], who will be in 6th grade this year.

Thanks very much,  
[REDACTED]



## Jason Morse

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**From:** Kim Humrichouse <khumrichouse@mcn.org>  
**Sent:** Tuesday, September 13, 2022 4:42 PM  
**To:** Jason Morse  
**Subject:** FW: [REDACTED] commented on Elective Forms

On 8/22/22, 4:54 PM, [REDACTED] wrote:

Hi Kim,

That sounds good. In terms of her JIA diagnosis, [REDACTED] needs are mostly related to pain associated with her arthritis. However, due to her medication for JIA, her immune system is suppressed. As a result [REDACTED] has developed quite an anxiety trying to keep herself safe from Covid. This has manifested itself in many directions. I think that we should start the process as soon as possible as evidenced by her experience in the first day of school. Josh can call us at anytime he is available. He has my cell number and is a good friend. Thank you very much for your help in this matter.

Regards,

[REDACTED]

On 2022-08-22 1:10 pm, Kim Humrichouse wrote:

> Hello [REDACTED]  
>  
> Thank you for communication requesting getting [REDACTED] help and support.  
>  
>  
> Looking back through her records, I see that she had a 504 on file  
> with the district and because it has been quite awhile since that  
> Initial assessment, we would like to proceed with a full  
> psycho-educational assessment to see if [REDACTED] would qualify for  
> special education services or 504 services.  
>  
> Josh Potter, our 6th – 8th grade resource teacher will be in touch  
> with you in the next 15 days about signing an assessment plan and  
> getting the process start to re-evaluate [REDACTED].  
>  
> Please let me know if you have any questions.  
>  
> Thank you!  
>  
> Kim  
>

> From: [REDACTED] via Aeries Communications  
> <donotreply@parentsquare.com>  
> Date: Friday, August 19, 2022 at 7:06 AM  
> To: <khumrichouse@mcn.org>  
> Subject: [REDACTED] commented on Elective Forms  
>  
> Mendocino K-8 School (330)  
>  
> [REDACTED] commented in 7th Grade, 8th Grade on  
>  
> Elective Forms  
>  
> [REDACTED] said: \_  
>  
> Good morning Kim,  
> I would like to request to re-register [REDACTED] for the IEP  
> program. She was registered just prior to Covid but was not during the  
> last two years. Please let me know what I need to do to proceed.  
> Thanks so much.  
>  
> Regards,  
> [REDACTED]  
>  
> View or Reply [1]  
>  
> Hello All,  
>  
> Please have your 7th and 8th grade student(s) complete This Elective  
> Form [2] by August 16th. Each student can only submit 1 response.  
>  
> If you need help completing the form, please call the office,  
> 937-0515.  
>  
> Thank you!  
>  
> Kim  
>  
> \_Please do not reply to this email.\_  
>  
> Stay involved with your child's learning and activities at school.  
>  
> [3] [4]  
>  
> You received this email because you are a Aeries Communications user  
> in Mendocino K-8 School (330). If you received this email in error or  
> wish to disable your account, click here to unsubscribe [5].  
>  
> ParentSquare Inc · 3905 State St, Suite 7502 · Santa Barbara, CA  
> 93105  
>  
>  
>

**Jason Morse**

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**From:** Kim Humrichouse <khumrichouse@mcn.org>  
**Sent:** Tuesday, September 13, 2022 4:40 PM  
**To:** Jason Morse  
**Subject:** FW: [REDACTED]  
**Attachments:** sped personnel.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[REDACTED]

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**From:** Kim Humrichouse <khumrichouse@mcn.org>  
**Date:** Saturday, August 27, 2022 at 7:09 AM  
**To:** [REDACTED]  
**Cc:** Josh Potter <jpotter@mendocinoused.org>  
**Subject:** Re: [REDACTED]

Hello [REDACTED]

Yes, [REDACTED] has a new resource teacher/case carrier. Her name is Allie Hartley. I mailed the attached letter home at the beginning of August introducing Allie. Allie has been pushing into classes, getting to know the students, and helping support them in their classroom this week. [REDACTED] is scheduled to meet with Cecilia Jimenez regularly for counseling services. This is the same counselor that [REDACTED] worked with last year.

[REDACTED] resource teacher/case carrier would be Josh Potter, who I mentioned below. Josh will be conducting the academic portion of [REDACTED] assessment.

As an update to the attached letter, the district is contracting with the county for a School Psychologist and Rico Perez is the School Psychologist that has been assigned to us. He will be doing [REDACTED] psycho-educational assessment.

Josh will produce the assessment plan when he returns to work. Once you sign the assessment plan to give us permission to assess [REDACTED], the district has 60 days to complete the assessment. We will do our best to complete the assessment as soon as possible.

In the meantime, [REDACTED] will have support during his Flex period. We also have a homework class offered during lunch time two days a week that might be helpful to [REDACTED] if you are finding he is falling behind on his homework/class work. Students are often referred to this class by a teacher, but plenty of students come on their own so they do not have to do work outside of school.

Have a great weekend!

Kim

---

**From:** [REDACTED]  
**Date:** Friday, August 26, 2022 at 10:21 PM  
**To:** Kim Humrichouse <khumrichouse@mcn.org>  
**Subject:** Re: [REDACTED]

Thank you for getting back to me.

In addition to [REDACTED] I understand [REDACTED] has a new person. I heard that Seneca is taking some time off so I'm curious who the new person is and if it's the same person helping [REDACTED]. As I understand it [REDACTED] is already signed up and should be starting a regular session with the new special ed counselor. [REDACTED] definitely needs the same type of help so if there's anyway we can expedite this process please let me know thank you

Sent from my iPhone

On Aug 26, 2022, at 2:18 PM, Kim Humrichouse <khumrichouse@mcn.org> wrote:

Hello [REDACTED],

I hope you are doing well and that the school year is off to a good start for the boys!

Yes, [REDACTED] is on our list to begin the assessment process. [REDACTED] called me on the last day of school last year to request special education assessment and [REDACTED] has been added to the list for assessment.

Our 6-8 Resource Teacher, Josh Potter will be the one to be in contact with you about signing the assessment plan. I have cced him here so you have each other's contact information. Unfortunately, he is out sick this week and that is why he has not been in touch with you.

Please know that [REDACTED] will also receive support during Flex period in either ELA or Math (whichever pops as the area needing the most support) until the assessments can be completed.

Please let me know if you have any questions!

Thank you,

Kim

On 8/26/22, 11:20 AM, [REDACTED] wrote:

Hello I'm writing to confirm that [REDACTED] will be enrolled in the IEP program this year. He needs help with his math etc and has had a difficult time keeping up. Please let us know when he can start with this. [REDACTED] began the process last year so I want to make sure he gets started as soon as possible. Thank you.

Sent from my iPhone

Alternative Dispute Resolution and Prevention

| Dist Def | Budgeted | 5/26/2022 Expended | Remaining | Bill MCOE Learning Recovery Support |
|----------|----------|--------------------|-----------|-------------------------------------|
| 0102     | 12,000   | (12,000)           | -         | Bill MCOE Learning Recovery Support |
|          | 15,000   | (282)              | 14,718    | Bill MCOE Learning Recovery Support |
| 0103     | 12,500   | (11,100)           | 1,400     | Bill MCOE Learning Recovery Support |
| 0104     | 25,550   | -                  | 25,550    | Bill MCOE Learning Recovery Support |
| 0105     | 6,000    | (6,000)            | -         | Bill MCOE Extraordinary Cost        |
|          | 71,050   | (29,382)           | 41,668    |                                     |
|          |          | (23,382)           |           |                                     |
|          |          | (1,553)            |           |                                     |
|          | 34,761   | (24,934)           | 9,827     |                                     |

LRS Expended/Remaining:  
 Billed to LRS - 6537 at close  
 Indirect Cost

| Dist                       | Total Unduplicated | Unduplicated per District (includes charters) | Percentage of Unduplicated Total | RS 6536      | RS 6537      | Learning Recovery Support |
|----------------------------|--------------------|---|----------------------------------|--------------|--------------|---------------------------|
| 40 MCOE                    | 148                | 148   | 8.04%                            | \$218,830.00 | \$984,735.00 | 79,172.68                 |
| 42 Manchester              | 9                  | 9   | 0.49%                            |              |              | 4,825.20                  |
| 44 Anderson Valley         | 57                 | 57  | 3.10%                            |              |              | 30,528.79                 |
| 45 Fort Briggs             | 213                | 220   | 11.95%                           |              |              | 117,675.83                |
| 46 Three Rivers            | 7                  | 7   | 0.38%                            |              |              |                           |
| 48 Mendocino               | 65                 | 65  | 3.53%                            |              |              | 34,781.49                 |
| 47 Round Valley            | 82                 | 82  | 4.45%                            |              |              | 43,620.71                 |
| 48 Laytonville             | 52                 | 52  | 2.82%                            |              |              | 27,789.53                 |
| 49 Laytonville             | 10                 | 10  | 0.54%                            |              |              | 5,317.57                  |
| 50 Willits                 | 218                | 282   | 14.23%                           |              |              | 140,127.79                |
| Willits Charter            | 30                 |   |                                  |              |              |                           |
| Willits Elementary Charter | 6                  |   |                                  |              |              |                           |
| La Vida                    | 18                 |   |                                  |              |              |                           |
| 54 Potter Valley           | 39                 | 39  | 2.12%                            |              |              | 20,876.36                 |
| 55 Ukiah                   | 791                | 833   | 45.25%                           |              |              | 445,582.59                |
| Accelerated Achievement    | 18                 |   |                                  |              |              |                           |
| Rosewood Academy           | 5                  |   |                                  |              |              |                           |
| River Oak                  | 19                 |   |                                  |              |              |                           |
| 81 Arena Union             | 36                 | 64  | 3.48%                            |              |              | 34,268.78                 |
| Past Arena                 | 20                 |   |                                  |              |              |                           |
| Pacific Community Charter  | 8                  |   |                                  |              |              |                           |
|                            | 1841               | 1841  | 100.00%                          | 175,064.00   |              | 984,735.00                |

## Educator Effectiveness Block Grant 2021 Expenditure Plan Template

LEA Name: Mendocino Unified  
 Contact Name: Jason Morse  
 Email Address: [jmorse@mendocino.k12.ca.us](mailto:jmorse@mendocino.k12.ca.us)  
 Phone Number: 707-937-5868

Total Amount of funds received by the LEA: \$ 218,871.00  
 Date of Public Meeting prior to Adoption: By June 30, 2022  
 Date of adoption at a public meeting: By June 30, 2022

**EC-41480**

(a) (2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021-22 fiscal year to the 2025-26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114-95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils, with a focus on any of the following areas:

(3) Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.

| Planned Activity                | Budgeted    | Budgeted    | Budgeted     | Budgeted    | Budgeted    | Total Budgeted |
|---------------------------------|-------------|-------------|--------------|-------------|-------------|----------------|
|                                 | 2021-22     | 2022-23     | 2023-24      | 2024-25     | 2025-26     | per Activity   |
| MCSOE Teacher Induction Program | \$ 7,000.00 | \$ 7,000.00 | \$ 10,500.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 38,500.00   |
|                                 | \$ -        | \$ -        | \$ -         | \$ -        | \$ -        | \$ -           |
|                                 | \$ -        | \$ -        | \$ -         | \$ -        | \$ -        | \$ -           |
|                                 | \$ -        | \$ -        | \$ -         | \$ -        | \$ -        | \$ -           |
| Subtotal for this section:      | \$ 7,000.00 | \$ 7,000.00 | \$ 10,500.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 38,500.00   |

(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

| Planned Activity                                 | Budgeted     | Budgeted     | Budgeted     | Budgeted     | Budgeted     | per Activity |
|--|--------------|--------------|--------------|--------------|--------------|--------------|
|  | 2021-22      | 2022-23      | 2023-24      | 2024-25      | 2025-26      |              |
| Content Area Trainings, Instructional Strategies | \$ 10,000.00 | \$ 12,275.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 58,275.00 |
|  | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |
|  | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |
|  | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |
| Subtotal for this section:                       | \$ 10,000.00 | \$ 12,275.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 58,275.00 |

**General Instructions:**

This example template is provided as a resource as one way to develop a plan for the EEGG 2021. LEAs are cautioned to refer to EC 41480 for all program requirements. Please verify all calculations/formulas before finalizing the plan.

**Printing/Layout**

The template will print in Landscape mode. The blue instruction boxes will not print.

Page breaks can be added manually prior to final printing. To add a page break:

1. Click the cell immediately below the desired page break.
2. In the Menu/Ribbon, choose Page Layout.
3. Select Breaks >> Insert Page Break.

Note: the Summary table is preset to print on the last page.

**Add/Delete rows to the table(s) as necessary.**

**Add:** Right-click in the last row and select Insert >> Table Row Below

**Delete:** Unused rows can be deleted by Right-click and select Delete >> Table Rows

**Deleting Sections:**

If an LEA is not planning any activities in a particular category, the entire section may be eliminated:

1. Select the text and table to delete.
  2. Right click, choose Delete >> Entire Row
- \*\*\*Important\*\*\* - after deletion, the Summary Table will show WREFF and will not calculate until you complete the next step**
3. Delete the corresponding row on the Summary table. The table should refresh and show the proper calculations for the remaining table(s).

(3) Practices and strategies that reengage pupils and lead to accelerated learning.

| Planned Activity                          | 2021-22 | 2022-23     | 2023-24     | 2024-25     | 2025-26     | per Activity |
|---|---------|-------------|-------------|-------------|-------------|--------------|
| Strategies to Address Chronic Absenteeism | \$ -    | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 4,000.00  |
|   | \$ -    | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
|   | \$ -    | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
|   | \$ -    | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
| Subtotal for this section                 | \$ -    | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 4,000.00  |

(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.

| Planned Activity          | 2021-22 | 2022-23     | 2023-24     | 2024-25     | 2025-26     | per Activity |
|---------------------------|---------|-------------|-------------|-------------|-------------|--------------|
| Peer Counseling, YMHA     | \$ -    | \$ 4,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 10,000.00 |
|                           | \$ -    | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
|                           | \$ -    | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
|                           | \$ -    | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
| Subtotal for this section | \$ -    | \$ 4,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 10,000.00 |

(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a school's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

| Planned Activity                            | 2021-22 | 2022-23     | 2023-24 | 2024-25 | 2025-26 | per Activity |
|---|---------|-------------|---------|---------|---------|--------------|
| Proact, PBIS, Restorative Justice Trainings | \$ -    | \$ 5,000.00 | \$ -    | \$ -    | \$ -    | \$ 5,000.00  |
|   | \$ -    | \$ -        | \$ -    | \$ -    | \$ -    | \$ -         |
|   | \$ -    | \$ -        | \$ -    | \$ -    | \$ -    | \$ -         |
|   | \$ -    | \$ -        | \$ -    | \$ -    | \$ -    | \$ -         |
| Subtotal for this section                   | \$ -    | \$ 5,000.00 | \$ -    | \$ -    | \$ -    | \$ 5,000.00  |

(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

| Planned Activity           | 2021-22     | 2022-23     | 2023-24     | 2024-25     | 2025-26     | per Activity |
|----------------------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Special Education Training | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 15,000.00 |
| Differentiated Instruction | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 5,000.00  |
|                            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
|                            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
| Subtotal for this section  | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 20,000.00 |

(7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.



| Planned Activity              | 2021-22     | 2022-23     | 2023-24     | 2024-25     | 2025-26     | per Activity |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|--------------|
| ELPAC Training, EL Strategies | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 10,000.00 |
|                               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
|                               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
|                               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
| Subtotal for this section:    | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 10,000.00 |

(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

(c) To ensure professional development meets educator and pupil needs, local educational agencies are encouraged to allow schedulable and constant staff to identify the topic or topics of professional learning. Professional learning provided pursuant to this section shall be of the following:

(1) be content based, incorporate active learning, support collaboration, use models of effective practice, provide coaching and expert support, offer feedback and reflection, and be of sustained duration;

(2) be aligned to the relevant content standards adopted pursuant to Sections 51214, 60405, 60405.1, 60405.2, 60405.3, 60405.4, 60405.6, and 60405.12, and the model curriculum adopted pursuant to Section 51226.7, or those sections read on June 10, 2010, and former Section 60405.6, as that section read on June 30, 2014.

| Planned Activity                     | 2021-22     | 2022-23     | 2023-24      | 2024-25      | 2025-26      | per Activity |
|--------------------------------------|-------------|-------------|--------------|--------------|--------------|--------------|
| PLC Collaboration Time for all staff | \$ 3,000.00 | \$ 8,774.00 | \$ 15,774.00 | \$ 15,774.00 | \$ 15,774.00 | \$ 59,096.00 |
|                                      | \$ -        | \$ -        | \$ -         | \$ -         | \$ -         | \$ -         |
|                                      | \$ -        | \$ -        | \$ -         | \$ -         | \$ -         | \$ -         |
|                                      | \$ -        | \$ -        | \$ -         | \$ -         | \$ -         | \$ -         |
| Subtotal for this section:           | \$ 3,000.00 | \$ 8,774.00 | \$ 15,774.00 | \$ 15,774.00 | \$ 15,774.00 | \$ 59,096.00 |

(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

| Planned Activity                  | 2021-22     | 2022-23     | 2023-24 | 2024-25 | 2025-26 | per Activity |
|-----------------------------------|-------------|-------------|---------|---------|---------|--------------|
| Ethnic Studies Training, Planning | \$ 2,000.00 | \$ 2,000.00 | \$ -    | \$ -    | \$ -    | \$ 4,000.00  |
|                                   | \$ -        | \$ -        | \$ -    | \$ -    | \$ -    | \$ -         |
|                                   | \$ -        | \$ -        | \$ -    | \$ -    | \$ -    | \$ -         |
|                                   | \$ -        | \$ -        | \$ -    | \$ -    | \$ -    | \$ -         |
| Subtotal for this section:        | \$ 2,000.00 | \$ 2,000.00 | \$ -    | \$ -    | \$ -    | \$ 4,000.00  |

(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

| Planned Activity                  | 2021-22     | 2022-23     | 2023-24     | 2024-25     | 2025-26     | per Activity |
|-----------------------------------|-------------|-------------|-------------|-------------|-------------|--------------|
| ECE, Tr/Pref Training and Support | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 10,000.00 |
|                                   | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
|                                   | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
|                                   | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -         |
| Subtotal for this section:        | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 10,000.00 |

**Summary of Expenditures**

| Section Totals       | 2021-22      | 2022-23      | 2023-24      | 2024-25      | 2025-26      | per Activity |
|----------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Subtotal Section (1) | \$ 7,000.00  | \$ 7,000.00  | \$ 10,500.00 | \$ 7,000.00  | \$ 7,000.00  | \$ 38,500.00 |
| Subtotal Section (2) | \$ 10,000.00 | \$ 12,275.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 58,275.00 |

The Summary table should auto-calculate - please don't type directly into the summary table!

|                       |    |    |           |    |           |    |           |    |           |    |           |    |            |
|-----------------------|----|----|-----------|----|-----------|----|-----------|----|-----------|----|-----------|----|------------|
| Subtotal Section (3)  | \$ | \$ | 1,000.00  | \$ | 1,000.00  | \$ | 1,000.00  | \$ | 1,000.00  | \$ | 1,000.00  | \$ | 4,000.00   |
| Subtotal Section (4)  | \$ | \$ | 4,000.00  | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 10,000.00  |
| Subtotal Section (5)  | \$ | \$ | 5,000.00  | \$ | \$        | \$ | \$        | \$ | \$        | \$ | \$        | \$ | 5,000.00   |
| Subtotal Section (6)  | \$ | \$ | 4,000.00  | \$ | 4,000.00  | \$ | 4,000.00  | \$ | 4,000.00  | \$ | 4,000.00  | \$ | 20,000.00  |
| Subtotal Section (7)  | \$ | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 10,000.00  |
| Subtotal Section (8)  | \$ | \$ | 3,000.00  | \$ | 8,774.00  | \$ | 15,774.00 | \$ | 15,774.00 | \$ | 15,774.00 | \$ | 59,096.00  |
| Subtotal Section (9)  | \$ | \$ | 2,000.00  | \$ | 2,000.00  | \$ | \$        | \$ | \$        | \$ | \$        | \$ | 4,000.00   |
| Subtotal Section (10) | \$ | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 2,000.00  | \$ | 10,000.00  |
| Totals By Year:       | \$ | \$ | 30,000.00 | \$ | 48,049.00 | \$ | 49,274.00 | \$ | 45,774.00 | \$ | 45,774.00 | \$ | 218,871.00 |

**Total Planned Expenditures by the LEA:**  
\$ 218,871.00

The values should populate as entries are made in the preceding tables. If a table was deleted, delete the corresponding row in the summary table - see instructions above.

|                                   |
|-----------------------------------|
| <b>Budgeting Planner:</b>         |
| Allocation:                       |
| \$ 218,871.00                     |
| Variance:                         |
| \$ 0.00                           |
| Expenditures and Allocation Match |

## Jason Morse

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**From:** [REDACTED]  
**Sent:** Wednesday, September 14, 2022 8:18 PM  
**To:** Jason Morse  
**Subject:** Re: MUSD Special Education Program

Absolutely.

Our family moved to Mendocino from Los Angeles in the middle of COVID. Our son struggles with ADHD. We reached out to the Mendocino K-8 to help us get an IEP for our son so he could get specialized help. The school was very responsive and we are currently thrilled with the extra attention our son is receiving.

Let me know if you need anything else. [REDACTED]

## Jason Morse

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**From:** [REDACTED]  
**Sent:** Tuesday, September 13, 2022 3:59 PM  
**To:** Jason Morse  
**Subject:** Re: MUSD Special Education Program

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

My name is [REDACTED], I was granted custody of my 2 eldest grandkids 12 years ago. They had learning disabilities, emotional issues, many challenges fitting in socially, literally the whole 9 yards +. [REDACTED] graduated from high school last June and he actually finished 3 months early. [REDACTED] is on track to graduate in this coming June (on time). Without the educational and emotional support, kindness, understanding and love they received from many people in Mendocino k-8, there is no way possible the kid's would be in the shoes that they are in today. People like Megan Perry, Penny Alves, Anna Levy, Cecilia Jimenez, Eric Tripplett, Mr C, to name a few have been a huge impact on their lives. And all of them support the kids to this day. I have worked with these folks hand in hand for 12 years, they are 2nd to none! Sincerely [REDACTED]

## Jason Morse

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**From:** [REDACTED]  
**Sent:** Tuesday, September 13, 2022 5:20 PM  
**To:** Jason Morse  
**Subject:** Re: MUSD Special Education Program

Hey there,

I haven't heard about the grand jury report. We have felt like the school has been great at helping [REDACTED] with extra help and her IEP. I have heard so many other parents complaining on social media and hearing talk. It honestly surprises me. [REDACTED] has been thriving and we are grateful. I also everyone is different and not all situations are the same. Let me know what you need.

Thanks,

[REDACTED]

Sent from my iPhone

## Jason Morse

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**From:** [REDACTED]  
**Sent:** Wednesday, September 14, 2022 9:57 AM  
**To:** Jason Morse  
**Subject:** Re: MUSD Special Education Program

Hi Jason,

I was so sorry to hear this, especially since I feel like my child has what I call "the dream team" this year.

So far everyone I have come in contact with has been helpful, more than accommodating, and full of heart. I feel like every need of hers is addressed and that she is thriving.

I wish you every luck in putting this conflict to rest. In my humble opinion, it's energy that could be spent on the children instead.

Gratitude and Best wishes,  
[REDACTED]