



**Two Rock Union School District**  
5001 Spring Hill Road • Petaluma, CA • 94952  
Phone: (707) 762-6617 • Fax: (707) 762-1923  
[www.trusd.org](http://www.trusd.org)

**AGENDA**  
**BOARD OF TRUSTEES**  
**TWO ROCK UNION SCHOOL DISTRICT**  
**REGULAR MEETING**

**April 13, 2023**  
**Closed Session 3:30 P.M.**  
**Open Session 4:30 P.M.**  
**STEAM Room 12**

**1. CALL TO ORDER**  
**A. ROLL CALL**

**2. CLOSED SESSION**

- 2.1 Announcement of Closed Session Items**
- 2.1a Negotiations with TREA and chief negotiator - Stephen Owens**
- 2.2 Personnel- Employment**
- 2.3 Public Employee Performance- Superintendent**

**3. RECONVENE TO PUBLIC MEETING**

Report of any actions taken during Closed Session (if necessary).

The Board acknowledged receipt of resignation from first grade teacher Amy Jones. The Board motioned to approve the resignation.

**4. Adoption and Approval of Agenda**

- 4.1 Approval of the Agenda for April 13, 2023.**

**Action**

Motion: [Ken Mazzetta](#)      Second: [Gayleen Maas](#)      Aye: 3      Nay: 0

**5. PUBLIC COMMENT**

Members of the public may address the Board concerning any item of interest within the subject matter jurisdiction of the Board. No discussion or action shall be taken on any item not appearing on the Agenda. Each person will be allowed up to three (3) minutes per item.

**6. CONSENT ITEMS**

**ACTION**

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**Board of Trustees**

❖ John Martin, President ❖ Gayleen Maas, Clerk ❖ Ken Mazetta ❖ John Silvestrini  
Stephen Owens, Superintendent/Principal

Items within the Consent Agenda are routine in nature and do not require discussion. Any Board member may have any item removed from the Consent Calendar and have it acted upon separately. All items are approved with a single action.

**Background:** Routine items presented for approval.

**Plan:** Routine process.

**Public Comment:**

**Board Discussion:**

**Recommended motion:** Approval of Consent Agenda.

6.1 Approval of the Accounts Payable Reports; March 2023. **PG. 1**

6.2 Review and Possible Approval of Minutes from meeting on March 9, 2023. **PG. 5**

**Action**

Motion: [Gayleen Maas](#) Second: [Ken Mazzetta](#) Aye: 3 Nay: 0

**7. REPORTS/PRESENTATIONS:**

7.1 TREA Representative: TREA will be meeting soon to appoint a new president and corresponding positions.

7.2 CSEA Representative: n/a

7.3 TRSEF Representative: Month of the Military Child on 4/14 at 8:30am, Teacher Appreciation Week May 8-12, Color Run May 24, Field Day beginning to be planned

7.4 USCG Representative: MOMC celebration on base 4/29- TRUSD will have a booth.

7.5 Superintendent's Report

Enrollment Update [127](#), for 23-24 school year we have 24 new enrollees **PG.**

Facilities Update [Roof](#) has been installed on Rooms 11,12,13&14. Ridges will be installed this week. [Sandy Manzoni](#) will be inspecting Room 15 for recommendations. Will receive certificate of use for new playground install [4/15/23](#).

Staffing Update: n/a

Curriculum Update: n/a

Other Updates: n/a

Upcoming Events: n/a

**8. DISCUSSION ITEMS**

**8.1 Board of Trustee Opening**

**Background:** Board of Trustee Opening.

**Plan:** The opening has been advertised in local newspapers, parent emails and social media. Voter rolls have been sent to the District for mailers sent to community members.

**Public Comment:**

**Board Discussion:** [One applicant for the position has been reviewed. Board will be moving forward with next steps.](#)

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**Board of Trustees**

❖ John Martin, President ❖ [Gayleen Maas](#), Clerk ❖ [Ken Mazetta](#) ❖ [John Silvestrini](#)  
[Stephen Owens](#), Superintendent/Principal

**8.2 Change Order for Play Structure PG. 10**

**Background:** Change order to play structure installation. Creative Builders, the installation contractor, changed the order for \$5,181 to remove footings from the old play structure. The removal was not in the original bid.

**Plan:** Submit payment

**Public Comment:**

**Board Discussion:** Change order was issued

**8.3 Walker Creek Outdoor Education PG. 11**

**Background:** Walker Creek Outdoor Ed Invoice for sixth-grade camp was \$5,878.

**Plan:** The payment for the camp will be paid from donations from the tamale sales, parent donations and funds set aside from the 2019 camp fund.

**Public Comment:**

**Board Discussion:** Perry Gray, 6th grade teacher, will present at the May Board meeting.

**8.4 Champions After School Program PG. 12**

**Background:** The Expanded Learning Opportunities Program funding requires school districts to offer summer and after school enrichment programs to students. Champions an organization that provides a turn-key program for districts. The District has \$115,000 that needs to be spent on a program.

**Plan:** Discuss and explore the options for the 2023-2024 school year for an after school program.

**Public Comment:**

**Board Discussion:** Summer School will be held at Valley Vista Elementary since Champions cannot set up for the summer at TRUSD. TRUSD is working on securing a bus for transportation. 38 families are interested in the 5-6 week long program.

**9. ACTION ITEMS**

**9.1 Employee Resignation PG. 19**

**Background:** First grade teacher Amy Jones is resigning from her position.

**Plan:** The District will fly the opening for a first grade teacher.

**Public Comment:**

**Board Discussion:** The Board accepted the resignation.

**Recommended motion:** Accept the letter of resignation.

Motion: John Silvestrini

Second: Gayleen Maas

Aye: 3

Nay: 0

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**Board of Trustees**

❖ John Martin, President ❖ Gayleen Maas, Clerk ❖ Ken Mazetta ❖ John Silvestrini  
Stephen Owens, Superintendent/Principal



**9.2 TREA Sunshine Letter**

**PG. 20**

**Background:** Pursuant to the provisions of the Educational Employment Relations Act, the Two Rock Education Association is hereby providing notice that it intends to open the collective bargaining negotiations process for the 2022-2023 school year in order to address the following priorities: TREA submitted their reopeners for Article 16 Fringe Benefits

**Plan:** RESIG and SISC will submit any increases to the insurance plans later this month and the district will review increases and meet with the TREA Reps.

**Public Comment:**

**Board Discussion:**

**Recommended motion:** Board has accepted the letter

Motion: John Silvestrini      Second: Ken Mazzetta      Aye: 3      Nay: 0

**9.3 District Response to TREA Sunshine Letter**

**PG. 21**

**Background:** District response to the TREA Sunshine Letter to Article 16, Fringe Benefits (Health Benefits)

**Plan:** The District is waiting for any increases in Health Benefits from SICS or RESIG.

**Public Comment:**

**Board Discussion:** Board will wait until the new 23/24 Benefits Rates come out to move forward. Delay to May Board Meeting

**Recommended motion:**

Motion: Ken Mazzetta      Second: John Silvestrini      Aye: 3      Nay: 0

**9.4 Job Description for TK-Intervention Teacher**

**PG. 22**

**Background:** For the 2023-2024 school year Two Rock will have TK class in the AM and an intervention section after lunch. A new job description for the position needs to be Board approved.

**Plan:** Review job description for TK/intervention position.

**Public Comment:**

**Board Discussion:**

**Recommended motion:** It is recommended that the job description is approved.

Motion: John Silvestrini      Second: Gayleen Maas      Aye: 3      Nay: 0

**9.5 Permanent Single Agreement**

**PG. 26**

**Background:** The California Department of Education (CDE) has revised its Permanent Single Agreement (PSA). The PSA is the written agreement that is required by the Child Nutrition Program (CNP) federal regulations (Code of Federal Regulations Title 7, sections 210.7(a), 210.9(a), 215.7(a), 220.7(a), 220.10, 225.9(d), 225.14(a), 226.11(a).

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Stephen Owens, Superintendent/Principal

Each Program Operator approved to participate in the Child Nutrition Programs (CNP) administered by the CDE must have a signed current PSA on file with CDE.

Within the past year there have been two significant changes that require issuing a new PSA.

- The Early Childhood Development Act of 2020 (Senate Bill 98, Chapter 24, Statutes 2020) authorized the transfer of child care and development programs administered by the CDE to the California Department of Social Services (CDSS) effective July 1, 2021. With regards to CNPs, this transferred the administration of the Child and Adult Care Program (CACFP) from the CDE to CDSS.
- Assembly Bill 130 (McGuire) Education finance, education omnibus budget trailer bill, signed into law on July 9, 2021, established the California Universal Meals Program beginning School Year 2022-23, revising the state meal mandate and creating new requirements regarding participation in provisions programs.

**Plan:** To approve the Permanent Single Agreement and addendums with the California Department Education Nutrition Services Division as required. This PSA fulfills the U.S. Department of Agriculture's (USDA) requirement for state agencies to provide each Program Operator with a PSA when a state agency administers any combination of the Child Nutrition Programs (CNP).

**Public Comment:**

**Board Discussion:**

**Recommended motion:** It is recommended that the Board approve the Permanent Single Agreement and addendums with the California Department of Education Nutrition Services Division.

Motion: [Gayleen Maas](#)      Second: [John Silvestrini](#)      Aye: 3      Nay: 0

## 9.6 June Board Meeting Changes

PG. 62

**Background:** To avoid scheduling conflict with CBO Chris Thomas, June Board Meetings are recommended to be changed to the following:

06/15/23- Preliminary Budget / LCAP presentation

06/22/23- Public Hearing

06/29/23- Adoption of Budget / LCAP

At the pleasure of the Board, a decision shall be made to hold the 6/29/23 Adoption Meeting at either 8:30am or 4:30pm.

**Public Comment:**

**Board Discussion:** 6/15 will be at 430p; 6/22 will be at 8:30a; 6/29 will be at 8:30a

**Recommended motion:** It is recommended that the date changes be approved.

Motion: [Gayleen Maas](#)      Second: [Ken Mazzetta](#)      Aye: 3      Nay: 0

## 10. ADJOURNMENT TO CLOSED SESSION (if necessary)

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**Board of Trustees**

❖ John Martin, President    ❖ Gayleen Maas, Clerk    ❖ Ken Mazzetta    ❖ John Silvestrini  
Stephen Owens, Superintendent/Principal

11. **RECONVENE TO PUBLIC MEETING** Report of any actions taken during Closed Session (if necessary)

12. **DATES AND FUTURE AGENDA ITEMS**  
Next Regular Board Meeting - May 11, 2023

13. **SIGNING OF PAPERS**

14. **ADJOURNMENT**

**ACTION**

Motion: John Silvestrini      Second: Gayleen Maas      Aye: 3      Nay: 0

Posted By:

  
\_\_\_\_\_

Stephen Owens, Superintendent

***Accessibility Accommodations***

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***Public Records***

*In accordance with Government Code section 54957.5 and the Public Records Act, public records that are distributed to a majority of the Board of Trustees concerning open session agenda items will be made available upon request. Such records distributed less than 72 hours prior to a regular meeting are available for inspection at the District Office located at 5001 Spring Hill Road, Petaluma, CA 94952.*

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**A. ROLL CALL**
  
- 2. CLOSED SESSION**
  - 2.1 Announcement of Closed Session Items**
  - 2.1a Negotiations with TREA and chief negotiator - Stephen Owens**
  - 2.2 Personnel- Employment**
  - 2.3 Public Employee Performance- Superintendent**
  
- 3. RECONVENE TO PUBLIC MEETING**  
Report of any actions taken during Closed Session (if necessary).
  
- 4. Adoption and Approval of Agenda**
  - 4.1 Approval of the Agenda for April 13, 2023.**

**Action**

Motion:                      Second:                      Aye:                      Nay:

- 5. PUBLIC COMMENT**  
Members of the public may address the Board concerning any item of interest within the subject matter jurisdiction of the Board. No discussion or action shall be taken on any item not appearing on the Agenda. Each person will be allowed up to three (3) minutes per item.
  
- 6. CONSENT ITEMS** **ACTION**  
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**Board of Trustees**

❖ John Martin, President ♦ Gayleen Maas, Clerk ♦ Ken Mazetta ♦ John Silvestrini  
Stephen Owens, Superintendent/Principal

**Background:** Routine items presented for approval.

**Plan:** Routine process.

**Public Comment:**

**Board Discussion:**

**Recommended motion:** Approval of Consent Agenda.

6.1 Approval of the Accounts Payable Reports; March 2023. **PG. 1**

6.2 Review and Possible Approval of Minutes from meeting on March 9, 2023. **PG. 5**

**Action**

Motion:                      Second:                      Aye:                      Nay:

**7. REPORTS/PRESENTATIONS:**

7.1 TREA Representative

7.2 CSEA Representative

7.3 TRSEF Representative

7.4 USCG Representative

7.5 Superintendent's Report

Enrollment Update

Facilities Update

Staffing Update

Curriculum Update

Other Updates

Upcoming Events

**PG.**

**8. DISCUSSION ITEMS**

**8.1 Board of Trustee Opening**

**Background:** Board of Trustee Opening.

**Plan:** The opening has been advertised in local newspapers, parent emails and social media.

Voter rolls have been sent to the District for mailers sent to community members.

**Public Comment:**

**Board Discussion:**

**8.2 Change Order for Play Structure **PG. 10****

**Background:** Change order to play structure installation. Creative Builders, the installation contractor, changed the order for \$5,181 to remove footings from the old play structure. The removal was not in the original bid.

**Plan:** Submit payment

**Public Comment:**

**Board Discussion:**

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**Board of Trustees**

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**8.3 Walker Creek Outdoor Education**

**PG. 11**

**Background:** Walker Creek Outdoor Ed Invoice for sixth-grade camp was \$5,878.

**Plan:** The payment for the camp will be paid from donations from the tamale sales, parent donations and funds set aside from the 2019 camp fund.

**Public Comment:**

**Board Discussion:**

**8.4 Champions After School Program**

**PG. 12**

**Background:** The Expanded Learning Opportunities Program funding requires school districts to offer summer and after school enrichment programs to students. Champions an organization that provides a turn-key program for districts. The District has \$115,000 that needs to be spent on a program.

**Plan:** Discuss and explore the options for the 2023-2024 school year for an after school program.

**Public Comment:**

**Board Discussion:**

**9. ACTION ITEMS**

**9.1 Employee Resignation**

**PG. 19**

**Background:** First grade teacher Amy Jones is resigning from her position.

**Plan:** The District will fly the opening for a first grade teacher.

**Public Comment:**

**Board Discussion:**

**Recommended motion:** Accept the letter of resignation.

Motion:

Second:

Aye:

Nay:

**9.2 TREA Sunshine Letter**

**PG. 20**

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**Plan:** RESIG and SISC will submit any increases to the insurance plans later this month and the district will review increases and meet with the TREA Reps.

**Public Comment:**

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**Board of Trustees**

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Stephen Owens, Superintendent/Principal



signed into law on July 9, 2021, established the California Universal Meals Program beginning School Year 2022-23, revising the state meal mandate and creating new requirements regarding participation in provisions programs.

**Plan:** To approve the Permanent Single Agreement and addendums with the California Department Education Nutrition Services Division as required. This PSA fulfills the U.S. Department of Agriculture's (USDA) requirement for state agencies to provide each Program Operator with a PSA when a state agency administers any combination of the Child Nutrition Programs (CNP).

**Public Comment:**

**Board Discussion:**

**Recommended motion:** It is recommended that the Board approve the Permanent Single Agreement and addendums with the California Department of Education Nutrition Services Division.

Motion:                      Second:                      Aye:                      Nay:

## 9.6 June Board Meeting Changes

PG. 62

**Background:** To avoid scheduling conflict with CBO Chris Thomas, June Board Meetings are recommended to be changed to the following:

06/15/23- Preliminary Budget / LCAP presentation

06/22/23- Public Hearing

06/29/23- Adoption of Budget / LCAP

At the pleasure of the Board, a decision shall be made to hold the 6/29/23 Adoption Meeting at either 8:30am or 4:30pm.

**Public Comment:**

**Board Discussion:**

**Recommended motion:** It is recommended that the date changes be approved.

Motion:                      Second:                      Aye:                      Nay:

10. ADJOURNMENT TO CLOSED SESSION (if necessary)
11. RECONVENE TO PUBLIC MEETING Report of any actions taken during Closed Session (if necessary)
12. DATES AND FUTURE AGENDA ITEMS  
Next Regular Board Meeting - May 11, 2023
13. SIGNING OF PAPERS
14. ADJOURNMENT

---

**Board of Trustees**

◆ John Martin, President ◆ Gayleen Maas, Clerk ◆ Ken Mazetta ◆ John Silvestrini  
Stephen Owens, Superintendent/Principal



**ACTION**

Motion:

Second:

Aye:

Nay:

Posted By:

  
\_\_\_\_\_

Stephen Owens, Superintendent

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Stephen Owens, Superintendent/Principal

**Includes Purchase Orders dated 03/01/2023 - 03/31/2023**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-00135	Amazon Capital Services, Inc.	TWRK	Principal Standing Desk	01-4350	128.89
P23-00136	Sonoma County Wildlife Rescue	TWRK	Skunk Removal from Drain Pipes	01-5800	295.00
P23-00137	United Rentals, Inc.	TWRK	Playground Safety Materials- Installation	01-4300	2,059.04
P23-00138	JAJ Roofing	TWRK	roof patch work	01-5800	707.00
P23-00139	School and College Legal Services	TWRK	Superintendent Workshop1/26/23	01-5200	45.00
P23-00140	McPhail Fuel Co.	TWRK	2022/23 Propane Services 2-4-23	01-5510	2,741.11
P23-00141	Nasco	TWRK	Math Manipulatives	01-4310	263.04
P23-00143	Sonoma Technology Partners	TWRK	iPad purchase TKK-2, 1:1 student learning	01-4445	14,776.24
P23-00144	CSBA	TWRK	Sarah Daugherty- Brown Act Training	01-5200	250.00
P23-00145	US Bank Corporate Payment Systems	TWRK	Indeed Ad District Secretary	01-5825	704.00
P23-00146	US Bank Corporate Payment Systems	TWRK	US BANK CALCRD 7289 Feb 2023	01-4310	100.00
				01-4390	19.45
				01-5630	1,050.00
P23-00147	American Storage	TWRK	Cargo Container Rental	01-5630	470.00
P23-00148	NorBay Consulting	TWRK	Asbestos Certification	01-5800	808.00
P23-00149	Jordanna Wood	TWRK	Evaluation Review	01-5100	2,000.00
P23-00150	Christy White Accountancy Corp dba Christy White Associates	TWRK	Remaining Contract Balance 2020-21 Audit	01-5821	975.00
P23-00151	Redwood Lock, Inc	TWRK	Repair Room 2 door handle	01-5630	183.00
P23-00152	Sonoma Technology Partners	TWRK	Cases and Headphones for 1:1 iPads	01-4445	742.49
P23-00153	Office Depot	TWRK	Supplies, Filters, and Copy Paper	01-4310	155.85
				01-4350	63.84
				01-4351	420.48
				01-4390	248.80
<b>Total Number of POs</b>				<b>18</b>	
				<b>Total</b>	<b>29,206.23</b>

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	18	29,206.23

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE

Includes Purchase Orders dated 03/01/2023 - 03/31/2023

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-00002	2,200.00	01-5862	General Fund/Fingerprinting Costs	500.00
P23-00051	1,517.00	01-5630	General Fund/Repairs	217.00
<b>Total PO Changes</b>				<b>717.00</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE



**Checks Dated 03/01/2023 through 03/31/2023**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1947736	03/01/2023	All-Guard Alarm Systems	01-5630		172.65
1947737	03/01/2023	Amazon Capital Services, Inc.	01-4350		233.43
1947738	03/01/2023	Ameriprints	01-5862		20.00
1947739	03/01/2023	Anova Education and Behavior	01-5100	2,929.82	
			01-5810	2,394.74	5,324.56
1947740	03/01/2023	AT&T CALNET 3	01-5911		471.37
1947741	03/01/2023	Jakob Boisclair Clear Wood Plumbing	01-5800		253.00
1947742	03/01/2023	Corner to Corner Cleaning	01-5830		4,896.00
1947743	03/01/2023	NorBay Consulting	40-5830		1,000.00
1947744	03/01/2023	Office Depot	01-4300	9.23	
			01-4350	100.53	109.76
1947745	03/01/2023	Parrocha IT Consulting	01-4400		4,206.38
1947746	03/01/2023	Dept. of Justice Accounting	01-5862		32.00
1951632	03/17/2023	Amazon Capital Services, Inc.	01-4350		128.89
1951633	03/17/2023	AT&T CALNET 3	01-5911		488.87
1951634	03/17/2023	JAJ Roofing	01-5800		707.00
1951635	03/17/2023	Fishman Supply Company	01-4390		609.78
1951636	03/17/2023	McPhail Fuel Co.	01-5510		2,741.11
1951637	03/17/2023	Pylon Communications LLC	01-4400		356.30
1951638	03/17/2023	School and College Legal Services	01-5200		45.00
1951639	03/17/2023	Dept. of Justice Accounting	01-5862		367.00
1951640	03/17/2023	Shred-It USA	01-5800		42.88
1951641	03/17/2023	Sonoma County Wildlife Rescue	01-5800		295.00
1951642	03/17/2023	Sonoma Technology Partners	01-5800		910.90
1952791	03/24/2023	All-Guard Alarm Systems	01-5630		20.39
1952792	03/24/2023	Anova Education and Behavior	01-5100	2,775.82	
			01-5810	2,268.70	5,044.32
1952793	03/24/2023	CSBA	01-5200		250.00
1952794	03/24/2023	Sonoma County Office Of Educ.	01-5850		55.00
1953296	03/29/2023	California Department of Tax and Fee Administration	01-9580		1,035.00
1953297	03/29/2023	California Department of Tax and Fee Administration	01-5839		113.86
1953298	03/29/2023	All-Guard Alarm Systems	01-5630		279.94
1953299	03/29/2023	American Storage	01-5630		470.00
1953300	03/29/2023	US Bank Corporate Payment Systems	01-4310	100.00	
			01-4340	107.67	
			01-4350	58.52	
			01-4352	225.95	
			01-4390	19.45	
			01-5630	1,050.00	
			01-5825	704.00	2,265.59
1953301	03/29/2023	Corner to Corner Cleaning	01-5830		4,896.00
1953302	03/29/2023	Fishman Supply Company	01-4390		131.95
1953303	03/29/2023	Householder, Liz	01-5800		672.75

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

ESCAPE

**Checks Dated 03/01/2023 through 03/31/2023**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1953304	03/29/2023	Jordanna Wood	01-5100		2,000.00
1953305	03/29/2023	Office Depot	01-4300	16.01	
			01-4350	174.31	190.32
1953306	03/29/2023	Sonoma Technology Partners	01-4445		14,776.24
1953307	03/29/2023	Worthington Direct	01-4310		538.00
<b>Total Number of Checks</b>			<b>38</b>		<b>56,151.24</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	37	55,151.24
40	Spec Rsrve For Cap Outlay Proj	1	1,000.00
<b>Total Number of Checks</b>		<b>38</b>	<b>56,151.24</b>
<b>Less Unpaid Tax Liability</b>			<b>.00</b>
<b>Net (Check Amount)</b>			<b>56,151.24</b>

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

ESCAPE   
Page 2 of 2



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**AGENDA  
BOARD OF TRUSTEES  
TWO ROCK UNION SCHOOL DISTRICT  
REGULAR MEETING**

**March 9, 2023  
Closed Session None  
Open Session 5:00 P.M.  
STEAM Room 12**

- 1. CALL TO ORDER**  
**A. ROLL CALL**
  
- 2. CLOSED SESSION**
  - 2.1 Announcement of Closed Session Items**
  - 2.2 Personnel- Employment**
  
- 3. RECONVENE TO PUBLIC MEETING**  
Report of any actions taken during Closed Session (if necessary).
  
- 4. Adoption and Approval of Agenda**
  - 4.1 Approval of the Agenda for March 9, 2023.**

**Action**

Motion: Ken Mazzetta      Second: Gayleen Maas      Aye: 4      Nay: 0

- 5. PUBLIC COMMENT**  
Members of the public may address the Board concerning any item of interest within the subject matter jurisdiction of the Board. No discussion or action shall be taken on any item not appearing on the Agenda. Each person will be allowed up to three (3) minutes per item.

- 6. CONSENT ITEMS** **ACTION**  
Items within the Consent Agenda are routine in nature and do not require discussion. Any Board member may have any item removed from the Consent Calendar and have it acted upon separately. All items are approved with a single action.

**Background:** Routine items presented for approval.

**Plan:** Routine process.

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**Board of Trustees**

John Martin, President ♦ Gayleen Maas, Clerk ♦ Gayleen MaasKen Mazetta ♦ Kathy Wilson ♦ John MartinJohn Silvestrini  
Stephen Owens, Superintendent/Principal



**Public Comment:**  
**Board Discussion:**  
**Recommended motion:** Approval of Consent Agenda.

**Action**

Motion: John Silvestrini      Second: Gayleen Maas      Aye: 3      Nay: 0

- 6.1 Approval of the Accounts Payable Reports; February 2023. **PG. 1**
- 6.2 Review and Possible Approval of Minutes from meeting on February 16, 2023. **PG. 5**

**Action**

Motion: John Silvestrini      Second: Gayleen Maas      Aye: 3      Nay: 0

**7. REPORTS/PRESENTATIONS:**

- 7.1 TREA Representative
- 7.2 CSEA Representative
- 7.3 TRSEF Representative
- 7.4 USCG Representative
- 7.5 Superintendent's Report
  - Enrollment Update **PG.**
  - Facilities Update
  - Staffing Update
  - Curriculum Update
  - Other Updates
  - Upcoming Events

**8. DISCUSSION ITEMS**

- 8.1 **School Board Trustee Resignation** **PG. 9**

**Background:** Trustee Kathy Wilson has resigned as Board Trustee after 30 plus years of service for Two Rock Union School District.

**Plan:** The superintendent/principal will seek a Board Trustee to fill the vacant position.

**Public Comment:**

**Board Discussion:** Could opt to a 3 person board, but prefer to maintain a 5 person board. TRUSD will run AD in Artis Courier, Social Media, Website, and notify parents.

**9. ACTION ITEMS**

**9.1 2022/2023 2nd Interim Financial Report/Budget Revision PG. 10**

**Background:** Consultant CBO Christine Thomas will be presenting the 2022/2023 2nd Interim Financial Report and Budget Revision #2 for Two Rock Union School District.

**Plan:** Review Reports and Budget Revisions

**Public Comment:**

**Board Discussion:**

**Recommended motion:** Review and approve the 2022/2023 2nd Interim Financial Report/Budget Revision.

Motion: Ken Mazzetta      Second: Gayleen Maas      Aye: 3      Nay: 0

**9.2 Rooms 11-14 Roof Repair PG. 131**

**Background:** Portable classrooms 11-14 roofs need repair. The bid for roof comes under

**Plan:**

**Public Comment:**

**Board Discussion:**

**Recommended motion:** Approve the scope of work in the estimate provided by Henris Roofing Company.

Motion: John Silvestrini      Second: Gayleen Maas      Aye: 3      Nay: 0

**9.3 MOU between TREA and Two Rock Union School District for Amy Jones PG. 134**

**Background:** Certificated employee Amy Jones acted as teacher in charge from February 7, 2023 - March 7, 2023 for Superintendent/principal to recover from surgery.

**Plan:** Pay a one-time stipend of \$500.00 for extended teacher in charge duties for Amy Jones.

**Public Comment:**

**Board Discussion:**

**Recommended motion:** Approve the one time stipend of \$500.00 for extended teacher in charge duties for Amy Jones.

Motion: John Silvestrini      Second: Gayleen Maas      Aye: 3      Nay: 0

**Board of Trustees**

**Background:** Room 15, the storage room, has mold as a result of a leak in the roof. The contents need to be cleaned for use and mold needs to be eliminated from the space.

**Plan:** Discuss the financial costs of mold remediation of room 15 vs seeking alternative storage space for the contents of the room.

**Public Comment:**

**Board Discussion:** Will move forward with Critical Control

**Recommended motion:** Review the estimates from Critical Control and West Coast Fire & Water, and select a bid.

Motion: John Silvestrini      Second: Gayleen Maas    Aye: 3      Nay: 0

10. **ADJOURNMENT TO CLOSED SESSION** (if necessary)

11. **RECONVENE TO PUBLIC MEETING** Report of any actions taken during Closed Session (if necessary)


12. **DATES AND FUTURE AGENDA ITEMS**  
Next Regular Board Meeting -April 13, 2023

13. **SIGNING OF PAPERS**

14. **ADJOURNMENT**

**ACTION**

Motion:                      Second:                      Aye:                      Nay:

Posted By:   
Stephen Owens, Superintendent

**Accessibility Accommodations**

*If you require assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the school office at 707-762-6617. You are encouraged to provide as much advance notice as possible to better enable Two Rock Union School District to meet your accessibility needs in accordance with applicable law.*



**Public Records**

*In accordance with Government Code section 54957.5 and the Public Records Act, public records that are distributed to a majority of the Board of Trustees concerning open session agenda items will be made available upon request. Such records distributed less than 72 hours prior to a regular meeting are available for inspection at the District Office located at 5001 Spring Hill Road, Petaluma, CA 94952.*

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**Board of Trustees**

John Martin, President • Gayleen Maas, Clerk • Gayleen MaasKen Mazetta • Kathy Wilson • John MartinJohn Silvestrini  
Stephen Owens, Superintendent/Principal





**MARIN COUNTY**  
**OFFICE OF EDUCATION**  
 building the future... one student at a time

# Invoice

Invoice Number: 230233  
 Date: 03/28/2023

**Bill To:**

000387  
 Two Rock School (OE)  
 5001 Spring Hill Road  
 Petaluma CA 94952

Terms: Net 30 Days

**Remitter:**

MARIN COUNTY OFFICE OF EDUCATION  
 1111 Las Gallinas Avenue  
 P.O. Box 4925  
 San Rafael, California, 94913-4925  
 Tel (415) 499-5851 \* Fax (415) 491-6620  
 AR@MARINSCHOOLS.ORG

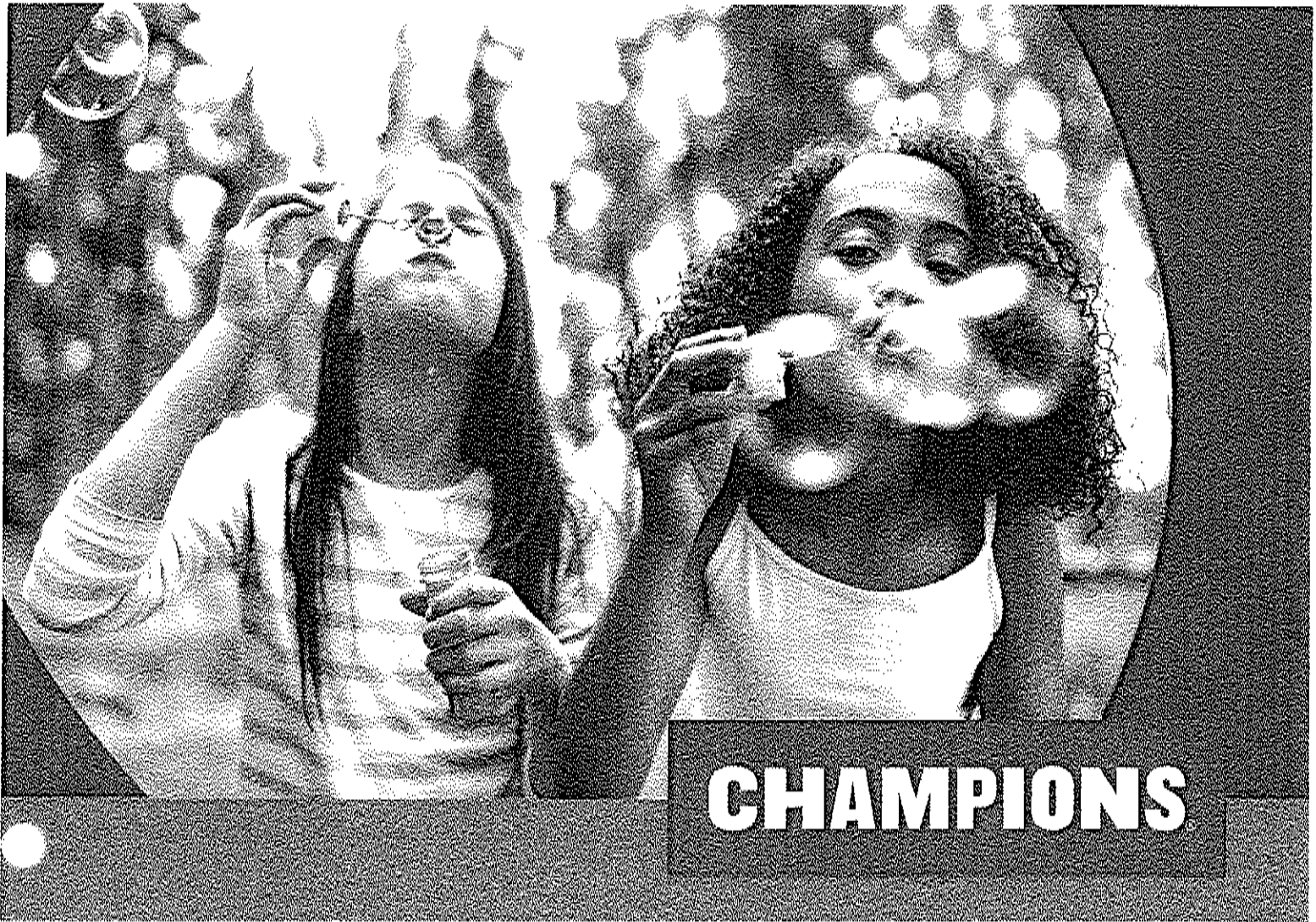
Ln	Description	Qty	Unit Price	Total Price	Tax
1	Outdoor Ed Fees for the				
2	Week of Mar. 13 - 16, 2023				
3	for students and teachers.				
4	Student - 4 days	16.00	352.00	5,632.00	N
5	Teacher - 4 days	1.00	246.00	246.00	N

<b>Sub Total:</b>	5,878.00
<b>Tax:</b>	0.00
<b>PLEASE PAY THIS AMOUNT:</b>	5,878.00

64-0134-0-8689.00-9405-6100-000-606-000                      5,878.000

Checks Should be made payable to:  
 Marin County Office of Education  
 Attn: Accounts Receivable  
 \*\*\*PLEASE INCLUDE THE INVOICE NUMBER ON YOUR CHECK\*\*\*  
 Thank you for your prompt remittance.

*Pam Smith*  
 \_\_\_\_\_  
 Authorized By



*Two Rock Union School District*

**Two Rock Union, 2023-2024**

**Arya Kumar  
Champions Sales Consultant  
Arya.kumar@kindercare.com | 949-624-8020**

**5005 Meadows Road, Suite 200  
Lake Oswego, OR 97035  
503-872-1300**

**DiscoverChampions.com**

## KEYS TO SUCCESSFUL EXTENDED LEARNING PROGRAMS

High-quality education is critical to a child's growth during the K-12 years, and leaders like Two Rock Union know that learning shouldn't stop when the bell rings. That's why at Champions® we take an "all in" approach to providing exceptional programs. This means:

- Our teachers foster a love of learning within your students.
- Our field leaders maintain unwavering quality standards.
- Our executive teams are connected to our most important customers—you and your families.

Champions partners with principals, teachers, and parents to create more than 800 before- and after-school, full-day, and year-round learning environments that spark wonder in children. A member of the KinderCare Education® family of brands, Champions is backed by the resources and expertise of one of the world's largest education companies. KinderCare Education serves 180,000 children in 40 states, and Champions specifically serves more than 40,000 of those children in 28 states and Washington, D.C.



## A CURRICULUM YOU CAN COUNT ON



Our programs are intentionally designed to give your students the tools they need to learn and grow. Developed to focus on 4-Cs skills (communication, creativity, collaboration, and creative thinking), Champions Early Foundations and School-Age curriculum are based on the latest research and best practices in early childhood and school age education.

- **Character Development:** Developing successful and supportive relationships, and 21<sup>st</sup> century skills such as social skills, social intelligence, curiosity, optimism, productivity, mentoring, and leadership.
- **Creative Expression:** Appealing to children's interest in the arts, as well as encouraging creative and imaginative expression.
- **Executive Function:** Cultivating higher level thinking skills, including the ability to think before acting, attend to a task despite distractions, adapt to changing conditions, take initiative, and follow through.
- **Literacy:** Fostering foundational skills in reading and writing including information literacy, media literacy, and technology literacy.



# CHAMPIONS

- **Inquiry-Based Learning:** Helping children learn about the world using questions, problems, and real-life scenarios, which reinforces STEM and SEL skills.
- **Community:** Building and sustaining an inclusive classroom community and developing skills such as collaboration and communication.

Like Two Rock Union, we are dedicated to keeping children on the path to becoming life-long learners. That's why we pack our curriculum full of engaging, hands-on activities that support science, technology, engineering, and mathematics (STEM) and state education standards.

## TALENT INNOVATIONS



We appreciate that schools are always seeking talented professionals, particularly now. Champions has unique hiring platforms and dedicated recruiters whose sole mission is to find our next great educators – and over the years, thousands of our staff have gone on to work for their client schools.

More than that, Champions has solutions to help you attract and retain the educators you work hard to find. We offer benefits at only 25 hours per week, so when we hire your staff, not only do they have a full-day employment solution, they have industry-leading benefits that incentivize them to stay. And even more, you may be able to opt into Tuition Benefits – discounted tuition at our KinderCare Learning Centers, another powerful benefit to help you keep the staff you need.



## DIVERSITY, EQUITY AND INCLUSION

As an organization, we believe in creating a truly diverse and equitable environment where every employee is empowered to do their best work: to provide best-in-class experiences to all children, families and communities across the country. We don't think children what to think – we teach them to value the different stories and experiences that make us who we are, and celebrate those.

## INCLUSION SERVICES

Every child is a unique individual with varying needs, and we welcome the diversity that this brings to our programs. Our Inclusion Services Team will provide Two Rock Union Champion's staff a broad spectrum of professional learning, including:

- Guidance on how to make specific types of accommodations
- Recommendations on teaching strategies
- Individualized tools that support children with special needs
- Helping site staff facilitate partnerships with families and outside organizations, such as IEP teams, classroom teachers, and school counselors



## INDUSTRY-LEADING HEALTH AND SAFETY

We have set a new standard for health and safety practices to keep your children protected and well. Champions has always maintained hygiene practices that safeguard children's well-being, but with the COVID-19 pandemic, we have developed meticulous and exacting procedures to ensure that children spread confidence for life, not viruses! Our organization recognizes that health and safety need to be a continued priority long after the national emergency has passed, and we have restructured our company pillars to reflect this importance. We value all dimensions of well-being for children – physical as well as emotional.



## QUALITY AND ACCREDITATION: IT'S IN OUR DNA

We are proud to demonstrate our commitment to quality education through our Cognia™ accreditation (formerly known as AdvancED®). We are the largest after-school provider to earn this mark of excellence, and it proves we can provide and maintain the highest standards of quality in Two Rock Union' before- and after-school programs.

Accreditation means we have met meaningful, exacting standards of program quality and operational excellence, and we rigorously sustain our commitments through continuous improvement processes. Among before- and after school providers, quality varies widely - national standards matter, and transparency and accountability help take the guesswork out of selecting an extended learning provider.



## A CULTURE OF ENGAGEMENT

We are proud of our powerful culture of engagement, creating emotional bonds between children, families, and teachers. Our formula for inspiring outstanding levels of family, child, and Two Rock Union engagement is simple. In partnership with Gallup—the renowned global performance-management consulting company—we have discovered that **engaged** teachers build great before- and after-school programs, **inspire** happy kids, make **satisfied** parents, and **nourish** deeper experiences, all of which bolsters the fabric of your program and your community.

Our engagement surveys provide statistical insights related to educational experiences, relationships with families, and success of the kids enrolled at Champions, which helps us continually improve every aspect of our program.



## AFFORDABLE, ACCESSIBLE EXTENDED LEARNING PROGRAMS

Champions presents a financial model that benefits the Two Rock Union community. We offer flexible, affordable pricing where parents can schedule full- or part-time care and pay on a weekly basis. We provide an in-house subsidy team to help parents find, apply for, and receive state and local subsidies and scholarships.

## PROGRAM LOCATION & HOURS

Site Location	Program	Hours of Operation
Two Rock Union	After School 2023-2024	2pm to 6pm (Kinder) 3pm to 6pm (1st+) *Wednesdays 2pm to 6pm for all grades
Two Rock Union	Summer 2023-2024	7am-6pm full day, or 12pm to 6pm for half day

## REGISTRATION AND FEES

Registration fees are required upon initial enrollment, while re-enrollment fees are paid prior to returning to the program. Tuition is charged weekly to provide flexibility to families, allowing them to adjust care to meet their changing schedules. It also promotes a consistency of learning by



# CHAMPIONS



## **CUSTOMIZED SOLUTION**

Champions does it all for you, setting you up for success so you can focus on what you do best. School districts like yours come to us—and stay with us. As we

create programs, we customize them to your district's dreams, mission and vision. We have decades of experience, so we do this with expertise that makes the process seamless for you – customized programs that feel turnkey. We've always kept our eye on what matters most: helping parents, teachers, and children thrive. Let's build brighter futures together.

*"Champions has partnered with Norton Public Schools for over 20 years. As a partner they have provided direct curriculum. The management team and providers have outstanding skills and are very professional. The staff providing these services is second to none. Most importantly, the children are safe, engaged and provided with excellent programming."*

— Dr. Joseph F. Baeta, Superintendent, Norton Public Schools, MA



**CHAMPIONS**

**THANK YOU**



April 7, 2023

Dear Mr. Owen and the Two Rock School Board

After 23 years of teaching at Two Rock it is with a heavy heart that I give you my resignation of employment at Two Rock Union School District at the end of this school year (June 30th). When I got hired here I fell in love with the staff and the location. Through my 23 years here I have had the wonderful opportunity of working with some amazing teachers, support staff and being able to teach so many wonderful students. This was not an easy decision, but my husband and I have decided to relocate to Arizona where I will be starting my new adventure there teaching first grade.

I will miss everyone so much and treasure the friendships that I have built here. I wish you the greatest success in the years to come. Two Rock will always have a little piece of my heart.

Sincerely,

Amy Jones

First Grade Teacher

A handwritten signature in cursive script that reads "Amy Jones". The signature is written in black ink and is positioned to the right of the typed name "Amy Jones".

March 24, 2023

Stephen Owens, Superintendent/Principal  
Two Rock Union School District  
5001 Spring Hill Rd.  
Petaluma, CA 94952

Dear Superintendent Owens,

Pursuant to the provisions of the Educational Employment Relations Act, the Two Rock Education Association is hereby providing notice that it intends to open the collective bargaining negotiations process for the 2023-2024 school year in order to address the following priorities:

1. Article 16: Fringe Benefits

As you know, the Act requires that these bargaining priorities be presented at a public session of the District Board of Trustees prior to the beginning of the active negotiations. Accordingly, please place this notice on the agenda for the April 2023 meeting of the Two Rock Union School District Board of Trustees. In the interest of expediting the negotiations process, the Association requests that the District also identify its bargaining priorities at that meeting.

Sincerely,



Amy Jones, Perry Gray, Kim Lloyd  
Two Rock Educators Association



**Two Rock Union School District**  
5001 Spring Hill Road • Petaluma, CA • 94952  
Phone: (707) 762-6617 • Fax: (707) 762-1923  
[www.trusd.org](http://www.trusd.org)

Date: April 10, 2023

To: Two Rock Educators Association  
Amy Jones, President TREA  
Kim Lloyd, TREA  
Perry Gray, TREA

From: Stephen Owens, Superintendent/Principal

Subject: Two Rock Union School District Contract Reopeners Proposal for the 2023-2024 School Year

This letter serves as a formal notice that Two Rock Union School District proposes to reopen the following contract articles for negotiations with the Two Rock Educators Association for the 2023-2024 school year.

1. Article 16: Fringe Benefits

These Contract reopeners will be a part of the April 13, 2023 public board meeting. We are looking forward to working collaboratively with the Association to continue to provide the best quality education to students of Two Rock Union School District.

Sincerely,

A handwritten signature in black ink, appearing to be "SO", written over a horizontal line.

Stephen Owens

Cc: Board of Education, Two Rock Union School District

**Board of Trustees**

John Martin, President • Gayleen Maas, Clerk • • Ken Mazzetta • John Silvestrini

Stephen Owens, Superintendent/Principal

**Two Rock Union School District**  
**JOB DESCRIPTION**  
**CLASSROOM TEACHER – ELEMENTARY, TK/Intervention Teacher**

**SUMMARY**

Provides educational program for pupils in grades to transitional kindergarten students and provides and oversees school wide interventions or a combination thereof, and assists in other school programs as assigned.

**SUPERVISION RECEIVED AND EXERCISED**

General supervision is provided by site principal. No supervision is exercised over other District personnel.

**DUTIES AND RESPONSIBILITIES**

The following are typical duties and responsibilities for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed below. This assignment provides instruction to TK students in in the mornings (8:30 – 12:00) and designs, organizes and collaborates with teacher to implement a school-wide intervention program after lunch (12:40 – 3:00);

- Implements screening, collects diagnostics, progress monitoring data for the purpose of identification of struggling students, instruction/intervention design and students' response to intervention
- Provides and coordinates Tier 2 & 3 interventions
- Monitors and reports out student achievement data associated with the multi-tiered assessment
- Instruct pupils in citizenship, basic communication skills, and other general elements of the course of study specified in state law and administrative regulations and procedures of the district;
- Provide planned learning experiences in order to motivate pupils and best utilize the available time for instruction, while creating a supportive environment where children can learn to think independently and creatively;
- Teach reading, language arts, social studies, mathematics, science, health, art, physical education, and music to pupils utilizing course of study adopted by the Board of Education;
- Develop clear lesson plans, utilize instructional materials and provide individualized and small group instruction in order to adapt the curriculum to the needs of each pupil;
- Establish and maintain standards of pupil behavior and safety needed to achieve a functional learning atmosphere in the classroom;
- Evaluate pupils' academic and social growth, keeps appropriate records, prepares progress reports, and communicates with parents on the individual pupil's progress;
- Identify pupil needs and cooperates with other professional staff members in assessing and helping pupils solve health, attitude, and learning problems;
- Create with assistance from pupils a functional and attractive environment for learning through display, bulletin boards, and interest centers;
- Maintain professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities;
- Perform basic accounting and record keeping as required by Business Services;
- Participate cooperatively with the principal to mutually develop the system by which he will be

evaluated in conformance with the district's uniform guidelines for evaluation and assessment;

- Select and requisition books, instructional aides, and instructional supplies, and maintain required inventory records;

- Ensure a comfortable room environment through control of heating, lighting, and ventilation to the extent possible;
- Supervise pupils in out-of-classroom activities during the assigned working day;
- Administer group standardized tests in accordance with the district testing program;
- Participate in curriculum and other developmental programs within the school of assignment and/or on a district level;
- Share in the sponsorship of student activities and participate in faculty committees;
- Plan and coordinate the work of student teachers, instructional assistants, and other para-professionals; and
- Participate with other professional staff members in the social hygiene and outdoor education programs as assigned.

### **QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodation may be made to individuals with disabilities to perform the essential functions.

#### **Knowledge of and Ability to:**

- Create a flexible program and class environment favorable to learning and personal growth;
- Establish effective rapport with pupils;
- Motivate pupils to develop skills and attitudes;
- Provide a good educational foundation for elementary school education, in accordance with each pupil's ability;
- Establish good relationships with parents and other staff members;
- Foster an attitude of life long learning;
- Improve and maintain professional skills and knowledge; and
- Be flexible and receptive to change.

### **EXPERIENCE AND EDUCATION**

Any combination equivalent to experience and required education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities could be:

#### **Experience:**

- One year of full-time elementary classroom teaching experience.

#### **Required education:**

- Bachelor's Degree from an accredited college or university;
- Valid California teaching credential authorizing K-5 instruction in a self contained classroom

#### **Preferred education:**

- CLAD or B-CLAD certificate



**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee regularly is required to stand, sit and walk. The employee is frequently required to: use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision, color vision and the ability to adjust focus.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually moderate.

# CALIFORNIA DEPARTMENT OF EDUCATION

## NUTRITION SERVICES DIVISION

### PERMANENT SINGLE AGREEMENT

The California Department of Education, hereafter referred to as CDE, and Two Rock Union School District, Child Nutrition Program Operator hereinafter referred to as Program Operator, do hereby make and enter into this Permanent Single Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), Title 7, *Code of Federal Regulations* (7 CFR), Part 210; the School Breakfast Program (SBP), 7 CFR Part 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Special Milk Program (SMP), 7 CFR Part 215; and the Food Distribution Program (FDP), 7 CFR Part 250.

This Permanent Single Agreement (PSA) fulfills the U.S. Department of Agriculture's (USDA) requirement for state agencies to provide each Program Operator with a PSA when a state agency administers any combination of the Child Nutrition Programs (CNP). This PSA replaces any prior CNPs PSA with the California Department of Education (CDE) for each program listed in Section II below.

#### I. DEFINITIONS

**Child Nutrition Programs (CNP):** Federally and state funded nutrition programs administered by the United States Department of Agriculture (USDA) and CDE according to the National School Lunch Act of 1946 (Public Law [P.L.] 79-396), as amended, and the Child Nutrition Act of 1966 (P.L. 89-642), as amended, and California *Education Code* (EC) sections 49490-49536, 49547-49564.5, and 49570-49571 and Section 48931, as applicable. Specifically, for the purpose of this Permanent Single Agreement (hereafter referred to as "Agreement"): the National School Lunch Program (NSLP), NSLP Afterschool Meal Supplements (NSLP Snacks) Program, NSLP Seamless Summer Option (SSO), School Breakfast Program (SBP), Special Milk Program (SMP), State Meal Program, Food Distribution Program (FDP), and Summer Food Service Program (SFSP), herein referred to as "CNP(s)" or "Program(s)".

**Federal Assistance:** Any federal funding, property, or aid that is provided to a state agency, program operator, institution, or recipient agency for the purpose of providing program benefits or services to eligible participants.

**Institution:** A sponsoring organization that enters into an agreement with the state agency to assume final administrative and financial responsibility for CNP operations.

**Program Operator:** For the purposes of this Agreement, "Program Operator" shall mean a school food authority that is a public, or private nonprofit, organization's legal governing body (1) which is responsible for the administration of one or more schools; (2) has legal authority to operate and has been approved to operate a CNP as defined in 7 CFR parts 210, 215, 220, 225 and 250; and (3) has legal authority to enter into an agreement with the CDE.

For purposes of this Agreement, the institution, recipient agency, or organization that is party to this Agreement shall be referred to as the Program Operator.

**Recipient Agency:** Any eligible nonprofit organization that receives food under 7 CFR Part 250, Food Distribution Program.

**School:** An educational unit as defined in 7 CFR parts 210, 215, and 220.

**State Agency:** The state educational agency approved by the USDA to administer CNPs within the state. For the purposes of this Agreement, the state agency is the California Department of Education (CDE).

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

**Hereinafter, the institution, recipient agency, or organization shall be referred to as the Program Operator.**

## II. PROGRAM DESIGNATION

The above-named Program Operator applied for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If the Program Operator decides to discontinue or begin operating any of these programs after signing this Agreement, the Program Operator must provide the CDE with an amendment (herein attached as Exhibit A—Changes in Child Nutrition Program Operations) to this Agreement. The amendment must be approved by the CDE in order for each CNP to be incorporated or deleted from this Agreement.

- National School Lunch Program (NSLP)
- NSLP Afterschool Meal Supplements (NSLP Snacks) Program

- Seamless Summer Option (SSO)
- School Breakfast Program (SBP)
- Summer Food Service Program (SFSP)
- Special Milk Program (SMP)
- Food Distribution Program (FDP)
- State Meal Program (SMP)

### **III. GENERAL CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT**

- A. The Program Operator will comply with all laws and regulations applicable to its designated Program(s), as well as 7 CFR parts 245 and 250, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2, *Code of Federal Regulations* [2 CFR], Part 200) and Food and Nutrition Service (FNS) instructions, policy memoranda, guidance, and other written directives interpreting the statutes and regulations applicable to the Program, and state law, regulations, policies, procedures, and guidance as issued by the CDE.
- B. The Program Operator will ensure that any subcontractors that provide services described in this Agreement will operate in accordance with the terms and conditions of this Agreement.
- C. The Program Operator agrees to perform as described in application documents, policy statements, supporting documents, and approved amendments to the applications or this Agreement for participation in designated programs.
- D. The CDE agrees to provide USDA Foods to the Program Operator in accordance with 7 CFR Part 250 (FDP).
- E. The Program Operator agrees to publicly announce the criteria for free and reduced-price (F/RP) meals and free milk after the CDE or USDA notifies the Program Operator of the criteria for determining the eligibility of children for F/RP meals and for free milk. (7 CFR Section 245.5[a])

- F. The Program Operator shall promptly notify the CDE whenever significant changes occur in their CNP operations. Examples of significant changes include, but are not limited to, initiating service of a new CNP listed in this Agreement, change in Program Operator or contact information, or local health code violations.
- G. The Program Operator accepts final administrative and financial responsibility for management of a proper, efficient, and effective food service operation in all sites operated or sponsored by the Program Operator. This responsibility includes any audit exception or payment deficiency in the CNP covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by the CDE or USDA. The Program Operator will be responsible for the collection and payback of any amount paid in excess of the proper claim amount.
- H. The Program Operator will maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management.
- I. The Program Operator will claim federal and state reimbursement at the assigned rates only for meals and meal supplements served in accordance with this Agreement. A maximum of one free meal for breakfast and one free meal for lunch may be claimed in accordance with EC Section 49501.5. Federal meal reimbursement shall only be claimed for nutritionally adequate meals served to approved students based upon their meal eligibility status. (7 CFR sections 210.7[c][1], 220.7[e][6] and, 220.7[e][7])
- J. The Program Operator will submit claims and/or revised claims for reimbursement in accordance with procedures established by the CDE and CNP regulations. Original or revised claims not received within the required timeframe require special permission and processing for reimbursement and must comply with USDA regulations governing late and/or revised claims. Original or revised claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available and the request for payments by the Program Operator has been approved by the CDE.
- K. Upon request, the Program Operator will make all facilities, accounts, and records pertaining to its CNPs available to the CDE, USDA, and/or other appropriate officials determined by the CDE or USDA for inspection, audit, or review at a reasonable time and place. Such records, including eligibility determination documents submitted by families, approved and denied individual applications for F/RP and meal supplements, direct certification documentation, individual applications for free milk submitted by families, financial and supporting

documents, statistical records, and other records pertinent to the services for which a claim was submitted shall be retained for a period of three (3) years plus the current year, except that if audit findings have not been resolved, the records shall be retained beyond three (3) years plus the current year or as long as required for resolution of the findings raised by the audit. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the CDE and the Program Operator. The Program Operator will keep records of nonexpendable property acquired under this Agreement for three (3) years after final disposition of the property, or for NSLP and SBP, Program Operators participating in the Community Eligibility Provision (CEP) must maintain documentation for the entirety of the four (4)-year cycle plus an additional three (3) years.

- L. The Program Operator will accept and use, in as large quantities as may be efficiently utilized in its nonprofit food service, such foods as may be offered as a donation by the USDA.
- M. The Program Operator will establish a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting the CDE's right of access to recipient case records or other information relating to clients served under this Agreement.
- N. For SFSP, the Program Operator will submit to the CDE in a timely manner an amendment to its application or budget management plan when any change from information that was originally submitted in the Program Operator's application occurs.
- O. The Program Operator will claim no more than the maximum number of meals by meal type per child in accordance with Program regulations, rules, and guidance.
- P. For the NSLP and SBP, verification must be completed on Household Meal Benefit Applications for F/RP meals as specified by CNP regulations and guidance.
- Q. For all CNPs, the Program Operator agrees to maintain proper sanitation, health standards, and, as applicable, licenses that conform with all applicable federal, state, and local laws and regulations during the storage, preparation, delivery, and service of food and milk.
- R. The CDE shall promptly investigate complaints received or irregularities noted in connection with the operation of the program and shall take appropriate action to correct any irregularities. The CDE will investigate complaints in accordance with (1) the federal provisions governing complaints relative to child nutrition



programs found in 7 CFR sections 210.19(a)(4), 215.11(e), 220.13(c), 225.11(b), and 250.15(d), and (2) provisions governing complaints relative to child nutrition programs found in Title 5 California Code of Regulations (5 CCR) sections 15580 through 15584. All other program complaints will be referred back to the LEA for investigation through their Uniform Complaint Procedure process. The CDE will continue to investigate all non-LEA program complaints. At the discretion of the CDE, the investigations shall be conducted on an announced or unannounced basis.

- S. For the NSLP and SBP, the Program Operator will comply with Professional Standards regulations for local school nutrition program personnel in accordance with 7 CFR Section 210.30.
- T. The Program Operator is responsible for training their subrecipients, including "frontline staff" (FNS Instruction 113-1). "Frontline staff" who interact with program applicants or participants and those persons who supervise "frontline staff" must be provided civil rights training on an annual basis as detailed in FNS Instruction 113-1, Section XI.
- U. The Program Operator will prominently display the USDA nondiscrimination poster "And Justice for All" as required by FNS 113-1, Section IX.
- V. The Program Operator will comply with EC 45103.5, when public schools and schools operated by the county superintendent of schools are contracting with a food service management company (FSMC).
- W. For equipment and supplies acquired with CNP funding, the Program Operator will comply with 2 CFR Section 200.313(e) when using and disposing of equipment, and 2 CFR Section 200.314 when disposing of supplies.
- X. The Program Operator will comply with all applicable federal and state laws and regulations, which are hereby incorporated by reference.

#### **IV. PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT – NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM, AND SPECIAL MILK PROGRAM**

This Section only applies to Program Operators who have designated and have been approved for the National School Lunch Program, School Breakfast Program, and Special Milk Program under Section II of this Agreement.

The Program Operator further agrees to the following specific provisions, as applicable:

- A. Maintain a nonprofit school food service account or a nonprofit milk service account. (7 CFR sections 210.14[c] and 215.7[d][1]) All federal, state, and local

revenues, payments, and program reimbursement must be deposited into the nonprofit school food service account and are to be used solely for the operation and improvement of this service. (7 CFR sections 210.9[b][1], 210.14(a), 215.7[d][1], and 220.7[e][1])

- B. Limit net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as established by CDE and as may be approved in accordance with 7 CFR sections 210.9(b)(2), and 220.7(e)(1)(iv).
- C. Maintain a financial management system as prescribed in 7 CFR sections 210.14(c), 215.7(d)(6), and 220.7(e)(12).
- D. Comply with the requirements of USDA regulations regarding financial management. (2 CFR Part 200)
- E. Serve meals that meet the minimum requirements prescribed in 7 CFR sections 210.10, 215.7a, and/or 220.8, whichever is applicable and EC sections 47613.5 and 49531.
- F. Maintain documentation of compliance with meal pattern requirements.
- G. Serve CNP meals and milk free or at a reduced-price to all children who are determined by the Program Operator to be eligible for such meals under 7 CFR Part 245.
- H. Claim reimbursement at the assigned rates only for reimbursable meals served to eligible children. The Program Operator authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy, as specified in 7 CFR sections 210.8, 215.10, and 220.11.
- I. Count the number of free, reduced-price, and paid reimbursable CNP meals at the point of service, as approved by the CDE.
- J. Submit claims for reimbursement in accordance with 7 CFR sections 210.8, 215.9, 215.10, and 220.11.
- K. Comply with USDA requirements regarding nondiscrimination. (7 CFR Part 15)
- L. Make no discrimination against any child because of his or her eligibility for F/RP meals, milk, or supplements (NSLP Snacks) in accordance with the F/RP Policy Statement (7 CFR Section 245.8) and comply with any State nondiscrimination requirements (EC Section 49557).
- M. Each Program Operator shall comply with the requirements pertaining to F/RP Meal Policy Statements in accordance with 7 CFR Section 245.10 and CDE policies and procedures.

- N. Accept and use USDA Foods, in as large quantities as may be efficiently used, and as offered under provisions of 7 CFR Part 250.
- O. Maintain proper sanitation and health standards in conformance with all applicable federal, state, and local laws and regulations during the storage, preparation, and service of food and milk. (7 CFR sections 210.13 and 220.7[e][8])
- P. Maintain necessary facilities for storing, preparing, and serving food or milk. The facilities for handling, storing, and distributing of purchased and donated food shall be such as to properly safeguard against theft, spoilage, and other losses. (7 CFR sections 210.13[d], and 220.7[e][11])
- Q. Obtain for each school participating in the program a minimum of two food safety inspections during the school year, conducted by the state or local governmental agency responsible for food safety inspections, and publicly post inspection results; develop and maintain for each school a food safety program complying with Hazard Analysis and Critical Control Points. (7 CFR Section 210.13[b])
- R. Upon request, make all accounts and records pertaining to NSLP, SBP, or SMP available to the CDE and USDA FNS for audit or review at a reasonable time and place in accordance with 7 CFR sections 210.9(b)(17), 215.7(d)(7), and 220.7(e)(13). In accordance with 7 CFR Section 210.19(a)(4), the CDE shall promptly investigate complaints received or irregularities noted in connection with the operation of the program and shall take appropriate action to correct any irregularities. At the discretion of the CDE, the investigations shall be conducted on an announced or unannounced basis.
- S. Securely maintain files of currently approved and denied F/RP meal applications and direct certification documentation. Documentation shall be readily retrievable by school or site. (7 CFR sections 210.9[b][18] and [19])
- T. Retain and secure the individual applications for free milk or F/RP meals submitted by families for a period of three years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period and for as long as required until the resolution of the issues raised by the audit. (7 CFR sections 210.9[b][20] and 220.7[e][14])
- U. Observe the limitations on the use of CNP revenues set forth in 7 CFR sections 210.14(a) and 220.7(e)(1)(iii).
- V. Comply with competitive food and beverage requirements set forth in 7 CFR sections 210.11 and 220.12; EC sections 48931, 49430-49434; and 5 CCR sections 15500-15501 and 15575-15578.
- W. Establish and maintain a local school wellness policy as set forth in 7 CFR sections 210.31 and 220.7(h). (Note: 7 CFR Section 220.7[h] refers to the local

school wellness policy under 7 CFR Section 210.30. On December 22, 2016, 7 CFR Section 210.30 was re-designated to 7 CFR Section 210.31 [81 FR 93792].)

- X. Participate in mandated CDE trainings.
- Y. Comply with *EC* Section 49430.7 with regards to fried foods.
- Z. Beginning with School Year 2022–23, during each school day, public schools, charter schools, school districts, and county offices of education shall provide one nutritionally adequate breakfast and one nutritionally adequate lunch to any child that requests one regardless of eligibility. (*EC* Section 49501.5.)
- AA. When more than one type of nutritionally adequate meal is offered, or when a variety of foods and milk are offered for choice within the required meal pattern, all children shall be offered the same selection.
- BB. Make *F/FP* meal determinations in accordance with the *F/FP* eligibility guidelines issued by the USDA and distributed by the CDE and the Program Operator's approved *F/FP* Meal Policy Statement, which are hereby incorporated by reference. Use the income eligibility scale distributed by the CDE without alteration or retyping.

**V. PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT – NATIONAL SCHOOL LUNCH PROGRAM–AFTERSCHOOL MEAL SUPPLEMENTS (NSLP SNACKS) PROGRAM**

This Section only applies to Program Operators who have designated and have been approved for the National School Lunch Program–Afterschool Meal Supplements Program under Section II of this Agreement.

In conjunction with all applicable provisions of the NSLP and Requirements for Program Operator Participation in NSLP noted above, the Program Operator also agrees to:

- A. Claim reimbursement only for snacks served in afterschool care programs that meet all of the following criteria:
  - 1. The afterschool care program shall be operated by a school that is participating in the NSLP. (7 CFR Section 210.10[o])
  - 2. The purpose of the afterschool care program shall be to provide care for children in an afterschool setting.

3. The afterschool care program shall include education or enrichment activities in an organized, structured, and supervised environment.

Extracurricular activities such as school choir, debate team, or drama society may participate only if their basic purpose is to provide afterschool care, and the program is open to all children. Under no circumstances will organized athletic programs engaged in interscholastic sports be considered as an afterschool care program that is eligible to receive reimbursement under this provision. The afterschool care program must be "open to all." Specifically, programs that exclude children based on race, color, national origin, sex, age, or disability are not eligible to participate in the NSLP Snack Program.

- B. Claim reimbursement only for snacks served to children who are not more than 18 years of age. If a child's nineteenth birthday occurs during the school year, reimbursement may be claimed for snacks served to that child during the remainder of the school year. Individuals who are determined to be mentally or physically disabled are eligible to participate regardless of age. (42 U.S.C. sections 1760[d][1][A] and 1766[a])
- C. Claim reimbursement for no more than one snack per child per day. Sites located in areas served by a school in which at least 50 percent of the enrolled children are eligible for F/RP meals may claim reimbursement at the free rate for snacks served to all children eligible to participate in the NSLP Snack Program, regardless of each child's eligibility for F/RP meals. Sites in which less than 50 percent of the enrolled children are certified eligible for F/RP meals must claim reimbursement based on each child's eligibility for F/RP meals (USDA Eligibility Manual for School Meals, Determining and Verifying Eligibility, 2017, Page 43).
- D. Serve snacks that meet the minimum requirements prescribed in 7 CFR Section 210.10(o).
- E. Price snacks as a unit. (7 CFR Section 210.10[a][2])
- F. Serve snacks for free or at a reduced-price to all children who are determined by the Program Operator to be eligible for F/RP school meals under 7 CFR Part 245.
- G. If charging for meals, the charge for a reduced-price snack shall not exceed 15 cents. (7 CFR Section 210.9[c][4])
- H. Claim reimbursement at the assigned rates only for snacks served in accordance with this Agreement. (7 CFR Section 210.9[c][5])
- I. Review each afterschool care program two times each year. The first review shall be made during the first four weeks that the school is in operation each school year. An exception will be made for an afterschool care program operating year-round. Year-round programs shall be reviewed during the first four weeks of their

initial year of operation, once more during its first year of operation, and twice each school year thereafter. (7 CFR Section 210.9[c][7])

- J. Comply with all requirements of this part, except that claims for reimbursement need not be based on point-of-service snack counts required by 7 CFR Section 210.19(b)(9). (7 CFR Section 210.9[c][8])
- K. If all snacks are claimed at the free rate, maintain documentation that the site is located in an area served by a school in which at least 50 percent of the enrolled students are certified eligible for F/RP meals. Maintain total snack counts for these sites.
- L. For all other sites, maintain documentation of F/RP eligibility for all children for whom F/RP snacks are claimed. Maintain snack counts by eligibility category for these sites.
- M. Maintain documentation of each child's attendance on a daily basis.
- N. Maintain documentation of compliance with meal pattern requirements.

**VI. PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT – NATIONAL SCHOOL LUNCH PROGRAM, SEAMLESS SUMMER OPTION**

This Section only applies to Program Operators who have designated and have been approved for the National School Lunch Program, Seamless Summer Option under Section II of this Agreement.

The SSO offers Program Operators of the NSLP or SBP a streamlined option for providing summer meals by continuing to follow several of the same operational requirements, such as the NSLP/SBP meal patterns and procedures for filing claims and determining student eligibility. (7 CFR parts 210 and 220, respectively) For other aspects of the summer meal operation, Program Operators implementing SSO must follow SFSP requirements, such as site determination. (7 CFR part 225)

- A. SFSP regulatory provisions of 7 CFR Part 225, that remain in force require that Program Operators:
  - 1. Serve meals in needy areas that are not served by another site. (7 CFR Section 225.6[d][1])

2. Agree to serve meals at no cost (except that camps may charge for meals served to children who are not served meals under the Program). (7 CFR Section 225.6[e][4])
  3. Claim reimbursement only for approved meals served without charge to children at approved sites during approved meal service periods—this section prohibits permanent changes to the serving time of any meal unless approved by the CDE. (7 CFR Section 225.6[e][7])
  4. Demonstrate financial and administrative capability to operate the program, and accept final financial and administrative responsibility for the total program operations at all sites. (7 CFR Section 225.14[c][1])
  5. Must not have been declared seriously deficient in operating the program. (7 CFR Section 225.14[c][2])
  6. Conduct a regularly scheduled food service for children from areas in which poor economic conditions exist (or qualifies as a camp). (7 CFR Section 225.14[c][3])
  7. For open-enrolled meal sites, open the meal service to children in the community as well as the summer school students, for meals served to children enrolled in summer school. (7 CFR Section 225.14[d][2])
  8. Limit the number of meals that may be served, as specified. (7 CFR Section 225.16[b])
  9. Complete annual mandatory training. (7 CFR sections 225.7[a] and 225.15[d][1])
- B. To operate the SSO, the Program Operator agrees to comply with the following NSLP and SBP regulatory provisions and USDA Policy Memorandum SP 09-2017:
1. Requirements for Program Operator Participation (7 CFR sections 210.9 and 220.7)
  2. Records and reports (7 CFR sections 210.15 and 220.7)
  3. Audits and management evaluations (7 CFR sections 210.22 and 220.15)
  4. Claims and corrective action procedures (7 CFR sections 210.8 and 220.14)



5. Appeal procedures (7 CFR sections 210.18, 210.29, and 220.13)

6. Meal service requirements (7 CFR sections 210.10 and 220.8)

7. Procurement standards (2 CFR Section 200.320)

C. NSLP and SBP Regulations

The CDE recognizes that NSLP and SBP regulations may conflict with SFSP requirements. The CDE will provide technical assistance to Program Operators to adapt requirements as necessary.

**VII. PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT –  
FOOD DISTRIBUTION PROGRAM**

This Section only applies to Program Operators who have designated and have been approved for the Food Distribution Program under Section II of this Agreement.

The Program Operator shall comply with all provisions of 7 CFR Part 250, as well as applicable provisions of California EC, USDA guidance, and CDE guidance and management bulletins, hereby incorporated by reference.

The Program Operator further agrees to the following specific provisions, as applicable:

- A. To accept responsibility for any improper distribution or use of USDA Foods or for any loss of, or damage to, USDA Foods caused by the Program Operator's fault or negligence when receiving USDA Foods under this Agreement.
- B. To preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling, or distribution.
- C. To take action to obtain restitution in connection with claims for improper distribution, use, loss of, or damage to USDA Foods.
- D. To provide, by amendment to this Agreement, any changed information on a timely basis, including, but not limited to, any changes resulting from amendments to federal regulatory requirements or policy, and any changes in site locations or number of meals or needy persons to be served.

## VIII. PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT – SUMMER FOOD SERVICE PROGRAM

This Section only applies to Program Operators who have been designated and approved for the Summer Food Service Program under Section II of this Agreement.

The Program Operator shall comply with all provisions of 7 CFR Part 225, and all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor Application for Participation by reference, as well as applicable provisions of California EC, USDA guidance, and CDE guidance and management bulletins, hereby incorporated by reference.

The Program Operator further agrees to the following specific provisions, as applicable:

- A. Retain final financial and administrative responsibility for the CNP as prescribed in 7 CFR Section 225.14(c)(1).
- B. Operate a nonprofit food service. All federal, state, and local revenues, payments, and program reimbursement must be deposited into the nonprofit school food service account. (7 CFR Section 225.15[a][4])
- C. Serve meals that meet the requirements and provisions set forth in 7 CFR Section 225.16, during times designated as meal service periods by the Program Operator. (7 CFR Section 225.6[e][3])
- D. Serve the same meals to all children. (7 CFR Section 225.6[c][4][i])
- E. Serve meals without cost to all children, except that camps as defined in 7 CFR Section 225.2, may charge for meals served to children who are not served meals under the CNP. (7 CFR sections 225.6[c][4][i] and 225.6[e][4])
- F. Issue a free meal policy statement in accordance with 7 CFR Section 225.6(c)(4). (7 CFR Section 225.6[e][5])
- G. Meet the training requirement for its administrative and site personnel as required under 7 CFR Section 225.15(d)(1). (7 CFR Section 225.6[e][6])
- H. Claim reimbursement only for the type or types of meals specified in this Agreement and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in this Agreement and served without charge to children who meet the Program's income standards. This Agreement shall specify the approved levels of meal service for the sponsor's sites if such levels are required under 7 CFR Section 225.6(d)(2). No permanent changes may

be made in the serving time of any meal unless the changes are approved by the CDE. (7 CFR Section 225.6[e][7])

- I. Program Operator shall not claim reimbursement under 7 CFR parts 210, 215, or 220 of this chapter. In addition, the Program Operator must ensure that records of any site serving homeless children accurately reflect commodity allotments received as a "charitable institution", as defined in 7 CFR sections 250.3 and 250.41 of this chapter. Commodities received for Program meals must be based only on the number of eligible children's meals served. Program Operator may use funds from other federally-funded programs to supplement their meal service but must, in calculating their claim for reimbursement, deduct such funds from total operating and administrative costs in accordance with the definition of "income accruing to the Program" 7 CFR Section 225.2, and with the regulations at 7 CFR Section 225.9(d). Program Operators who are school food authorities may use facilities, equipment, and personnel supported by funds provided under this part to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965. (7 CFR Section 225.15[a][2])
- J. Accept and use such foods as may be offered under 7 CFR Part 250 (FDP) in quantities that may be efficiently used in the CNP. (7 CFR Section 225.6[e][10])
- K. Have access to facilities necessary for storing, preparing, and serving food. (7 CFR Section 225.6[e][11])
- L. Maintain proper sanitation and health standards that conform with all applicable federal, state, and local laws and regulations during the storage, preparation, and service of food and milk. (7 CFR sections 225.6[e][9] and 225.16[a])
- M. Maintain a financial management system as prescribed by the CDE. (7 CFR Section 225.6[e][12])
- N. Make all CNP accounts and records available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place upon request. (7 CFR sections 225.6[e][13] and [14])
- O. Maintain all CNP records for a period of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved. (7 CFR Section 225.6[e][14]) The records that shall be maintained include, but are not limited to, the following:
  - 1. The number of nutritionally adequate meals served to children each day, by category (free, reduced-price, and paid) on a site-by-site basis.
  - 2. Menu production records and inventory records documenting the amounts and types of food used.

3. The individual applications for F/RP meals (approved and denied) submitted by families. The applications shall be readily retrievable by site.
4. Income received from state reimbursement and other sources, as applicable.
5. Expenses incurred for food, labor, supplies, equipment, utilities, and other services related to the State Meal Program, supported by invoices, receipts, and other evidence of expenditures.
6. Contributions from other sources for food, labor, equipment, utilities, and meals for needy children, etc., pertaining to the State Meal Program.

P. Maintain children on-site while meals are consumed. (7 CFR Section 225.6[e][15])

## **IX. CDE CLAIMS PAYMENT**

- A. The CDE will, subject to federal and state availability and appropriation to CDE of sufficient funds for the applicable program(s), make program payment to the Program Operator in accordance with the terms and conditions of this Agreement. During any fiscal year, the reimbursement shall be established in conformance with applicable federal and state laws and regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by the CDE based on the date of receipt of a fully executed copy of this Agreement.

## **X. ASSURANCE CLAUSES**

- A. Civil Right Compliance Assurance

The Program Operator assures that the CNPs will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations. Unless otherwise made inapplicable by law, the Program Operator hereby agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq. and 2000e et seq.); Title IX of the Education Amendments of 1972 (Title 20 U.S.C. sections 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (Title 29 U.S.C. Section 794); the Age Discrimination Act of 1975 (42 U.S.C. sections 6101 et seq.); the Americans with Disabilities Act of 1990 (P.L.101-336); all provisions required by USDA Nondiscrimination Regulations (7 CFR parts 15, 15a, and 15b); Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs; and the USDA FNS directives and guidelines to the effect that no person shall be discriminated against on the

basis of race, color, national origin, sex (including gender identity and sexual orientation), age, religion, citizenship, or disability in any program or activity conducted or funded by the USDA.

This assurance is given in consideration of and for the purpose of obtaining any and all of the following:

- Federal financial assistance, grants, and loans of federal funds
- Reimbursable expenditures
- Grant or donation of federal property and interest in property
- The detail of federal personnel
- The sale and lease of, and the permission to use, federal property or interest in such property
- The furnishing of services without consideration, or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient
- Any improvements made with federal financial assistance extended to the Program Operator by the USDA or CDE

This includes any federal agreement, arrangement, or other contract that has as one of its purposes the provision of assistance, such as food, cash assistance for the purchase of food, or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By providing this assurance, the Program Operator agrees to compile data, maintain records, submit reports as required to permit effective oversight, enforce the nondiscrimination laws, and to permit authorized USDA or CDE personnel to review such records, books, and accounts as needed during normal working hours in order to ascertain CNP compliance and compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA and the CDE shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Program Operator, and its successors, as long as it receives assistance or retains possession of any assistance from the CDE. The person whose signatures appear below must be authorized to sign this assurance on behalf of the Program Operator.

**B. Equal Employment Opportunity Assurance**

During the performance of this Agreement, insofar as it relates to CNP administration expenses, the Program Operator agrees that:

1. It will not discriminate against any employee because of race, color, national origin, gender, age, or disability. The Program Operator will take affirmative action to assure that applicants are employed, and that employees are treated without regard to their race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status during employment. Such actions shall include, and are not limited to the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Program Operator agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the CDE that set forth the provisions of this nondiscrimination clause (Title 41, *Code of Federal Regulations* (41 *CFR*), sections 60-1.4 and 60-1.41).
2. The Program Operator will in all solicitations or advertisements for employees placed by or on behalf of the Program Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, gender, age, or disability (41 *CFR* Section 60-1.41).
3. The Program Operator will send a notice provided by the CDE to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding advising the labor unions or workers' representative of the CDE's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended. The Program Operator shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Program Operator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Program Operator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the USDA, the Secretary of Labor, or the CDE for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. If the Program Operator is found to be out of compliance with the nondiscrimination clauses of this Agreement, as it relates to CNP expenses, the Agreement may be canceled, terminated, or suspended in

whole or part, and the Program Operator may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended and other sanctions may be imposed and remedies invoked, as provided by law.

7. The Program Operator will include the provisions of items (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Program Operator will take such action with respect to any subcontract or purchase order which the USDA or the CDE may direct as a means of enforcing such provision. This includes sanctions for noncompliance. However, in the event the Program Operator becomes involved in, or threatened with, litigation by a subcontractor or vendor as a result of such direction by the USDA or the CDE, the Program Operator may request that the USDA or the CDE enter into such litigation to protect the interests of the United States.

C. Clean Air and Water Assurance

Program Operator agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended by 42 U.S.C. sections 7401 et. seq., and the Federal Water Pollution Control Act as amended by 33 U.S.C. sections 1251 et. seq. Program Operator agrees to report each violation to the CDE, USDA, and the Regional Office of the Environmental Protection Agency (EPA).

## **XI. CERTIFICATIONS AND DISCLOSURE**

Program Operator shall execute and comply with the following Certifications attached to this Agreement as Addendums and fully incorporated herein:

- A. Addendum 1: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- B. Addendum 2: Certification Regarding Lobbying
- C. Addendum 3: Disclosure of Lobbying Activities
- D. Addendum 4: Certification Regarding State and Federal Drug-free Workplace Requirements



## **XII. AMENDMENTS**

Program Operator and the CDE have fully executed the following attached Amendment(s):

- A. Changes in Child Nutrition Program Operations (Exhibit A)

## **XIII. TERM AND TERMINATION**

- A. This Agreement shall take effect on the designated effective date as indicated on the signature page of this Agreement.
- B. This Agreement may be terminated in accordance with CNP laws and regulations. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:
  - 1. Either party hereto may terminate this Agreement by giving at least 30 days written notice. Upon termination or expiration of this Agreement, the CDE shall make no further disbursement of funds paid to the Program Operator in accordance with this Agreement, except to reimburse the Program Operator in connection with breakfasts, lunches, suppers, snacks, or milk served on or prior to the termination or expiration date of this Agreement.
  - 2. If the CDE terminates the Program Operator's participation in any CNP, the CDE's action may result in the termination of the Program Operator's participation in all CNPs. The CDE may terminate the Program Operator's participation in any CNP covered in this Agreement in accordance with grant closeout procedures found in 2 CFR Part 200, Subpart D, as applicable.
  - 3. No termination or expiration of this Agreement shall affect the obligation of the Program Operator to maintain and retain records as specified in 2 CFR Part 200, Subpart D, Section 200.334 and herein, and to make such records available for audit or investigation. Such records shall be retained for a period of three years after the date of the first claim for reimbursement in the fiscal year to which they pertain, unless audit or review findings have not been resolved, in which case the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit or review.
  - 4. Every payment obligation of the CDE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The CDE may terminate this Agreement at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Agreement. In the event the CDE

exercises this provision, no liability shall accrue to the CDE and the CDE shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

5. Program Operator understands and agrees this Agreement is not transferable from one Program Operator to another and in the event of a change in legal identity or ownership of the Program Operator, this Agreement will be terminated.
6. If it is determined that the Program Operator has failed to comply with the conditions of the Program, the CDE may terminate the Program Operator's participation by written notice. When a Program has been terminated for cause, any payment made to the Program Operator or any recoveries by the CDE from the Program Operator shall be in accordance with any legal rights and liabilities of the Parties.

#### **XIV. AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY MEMORANDA, AND GUIDANCE**

- A. The Program Operator agrees to comply with any enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations.
- B. If the Program Operator does not wish to comply with any changes or new items, the Program Operator must seek to terminate this Agreement in accordance with Section XIII of this Agreement.

#### **XV. SEVERABILITY**

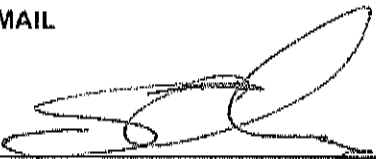

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

#### **XVI. SIGNATURES**

- A. This Agreement establishes or continues the rights and responsibilities of the CDE and Program Operator pursuant to the Program Operator's participation in one or more of the above-named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

- B. Program Operator certifies that all information submitted pursuant to this Agreement is true and correct. Program Operator understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.
- C. The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

Stephen Owens
<b>PRINT NAME OF AUTHORIZED OFFICIAL</b>
Superintendent/Principal
<b>TITLE OF AUTHORIZED OFFICIAL</b>
Two Rock Union School District
<b>PRINT NAME OF ORGANIZATION</b>
5001 Spring Hill Road, Petaluma, CA 94952
<b>MAILING ADDRESS OF ORGANIZATION</b>
CF1YQQXZMMM8
<b>UNIQUE ENTITY IDENTIFIER (IF AVAILABLE)</b>
707-762-6617
<b>PHONE NUMBER</b>

sowens@trusd.org
EMAIL

 SIGNATURE OF AUTHORIZED OFFICIAL FOR THE PROGRAM OPERATOR/DATE

<b>CDE USE ONLY</b>	
EFFECTIVE DATE:	
_____	_____
SIGNATURE OF AUTHORIZED CDE REPRESENTATIVE	DATE

**The CDE prefers an electronic signature process using Adobe Sign.** The CDE will initiate the electronic signature process once the Program Operator's Child Nutrition Program Application has been submitted and approved.

The Permanent Single Agreement may also be returned by mail. Note that an original signature is required when selecting this method of return. Return by mail with original signature to:

California Department of Education  
 Nutrition Services Division  
 1430 N Street, Suite 4503  
 Sacramento, CA 95814

**California Department of Education (CDE) Nutrition Services Division (NSD)  
Permanent Single Agreement (PSA)**

**Exhibit A: Changes in Child Nutrition Program Operations**

This form shall be used to reflect current Child Nutrition Programs (CNP) Operations and shall serve as an addendum to the Permanent Single Agreement.

A. Check the box next to the CNP with a status change

	Request to Add	Request to Discontinue	Requested Effective Date*
National School Lunch Program	<input type="checkbox"/>	<input type="checkbox"/>	
Afterschool Meal Supplement Program	<input type="checkbox"/>	<input type="checkbox"/>	
Seamless Summer Option	<input type="checkbox"/>	<input type="checkbox"/>	
School Breakfast Program	<input type="checkbox"/>	<input type="checkbox"/>	
Summer Food Service Program	<input type="checkbox"/>	<input type="checkbox"/>	
Special Milk Program	<input type="checkbox"/>	<input type="checkbox"/>	
Food Distribution Program	<input type="checkbox"/>	<input type="checkbox"/>	

\*The effective date of any program change is the date indicated below in the "CDE Use Only" box

B. State Meal Mandate Attestation: For use when NSLP and SBP is requested to be discontinued

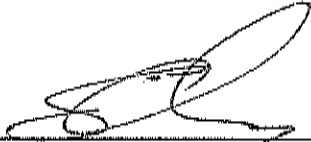
By checking this box, we affirm that we will continue to serve meals to students in accordance with the State Meal Mandate as defined in Education Code (EC) Section 49501.5, as applicable.

C. The amendment must be approved by the CDE in order for each CNP to be incorporated into or deleted from this Agreement.

D. The CDE prefers an electronic signature process using Adobe Sign. The CDE will initiate the electronic signature process once the Program Operator's Child Nutrition Program Application has been submitted and approved.

Exhibit A to the Permanent Single Agreement may also be returned by mail. Note that an original signature is required when selecting this method of return. Return by mail with original signature to:

California Department of Education  
Nutrition Services Division  
1430 N Street, Suite 4503  
Sacramento, CA 95814  
800-952-5609



**SIGNATURE OF AUTHORIZED OFFICIAL FOR THE PROGRAM OPERATOR/DATE**

Stephen Owens

**PRINT NAME OF AUTHORIZED OFFICIAL**

Superintendent/Principal

**TITLE OF AUTHORIZED OFFICIAL**

Two Rock Union School District

**PRINT NAME OF ORGANIZATION**

5001 Spring Hill Road, Petaluma, CA 94952

**ADDRESS OF ORGANIZATION**

707-762-6617

**PHONE NUMBER**

sowens@trusd.org

**EMAIL**

**CDE USE ONLY**

**EFFECTIVE DATE:**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED CDE REPRESENTATIVE, NSLP, SBP/DATE**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED CDE REPRESENTATIVE, AMS/DATE**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED CDE REPRESENTATIVE, SSO/DATE**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED CDE REPRESENTATIVE, SFSP/DATE**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED CDE REPRESENTATIVE, FDP/DATE**



**California Department of Education (CDE)  
Nutrition Services Division (NSD) Permanent Single Agreement (PSA)**

**Addendum 1: Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, and implemented per Title 2, *Code of Federal Regulations*, Part 180, for participants or respondents in primary covered transactions:

A. The Program Operator certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Stephen Owens

**PRINT NAME OF AUTHORIZED OFFICIAL**

Superintendent/Principal

**TITLE OF AUTHORIZED OFFICIAL**

Two Rock Union School District

**PRINT NAME OF ORGANIZATION**

5001 Spring Hill Road, Petaluma, CA 94952

**MAILING ADDRESS OF ORGANIZATION**

707-762-6617

**PHONE NUMBER**

sowens@trusd.org

**EMAIL**



**SIGNATURE OF AUTHORIZED OFFICIAL FOR THE PROGRAM OPERATOR/DATE**

**California Department of Education (CDE) Nutrition Services Division (NSD)  
Permanent Single Agreement (PSA)**

**Addendum 2: Certification Regarding Lobbying**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, *United States Code*, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Stephen Owens

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**PRINT NAME OF AUTHORIZED OFFICIAL**

Superintendent/Principal

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**TITLE OF AUTHORIZED OFFICIAL**

Two Rock Union School District

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**PRINT NAME OF ORGANIZATION**

5001 Spring Hill Road, Petaluma, CA 94952

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**MAILING ADDRESS OF ORGANIZATION**

707-762-6617

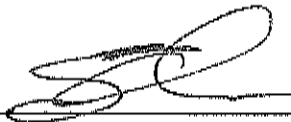
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**PHONE NUMBER**

sowens@trusd.org

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**EMAIL**



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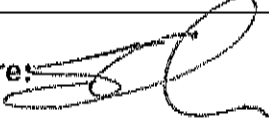
**SIGNATURE OF AUTHORIZED OFFICIAL OF THE PROGRAM OPERATOR/DATE**

**California Department of Education (CDE) Nutrition Services Division (NSD)  
Permanent Single Agreement (PSA)**

**Addendum 3: Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See next page for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p><b>2. Status of Federal Action:</b></p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p><b>3. Report Type:</b></p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p><b>For material change only:</b></p> <p>Year _____ Quarter _____ Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>          _____ Prime _____ Subawardee          Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	

<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> </p> <p><b>Print Name:</b> Stephen Owens</p> <p><b>Title:</b> Superintendent/Principal</p> <p><b>Telephone No.:</b> 707-762-6617</p> <p><b>Date:</b> April, 10, 2023</p>
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b></p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract,

grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

 April 10, 2023 Stephen Owens Superintendent

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

707 762-6617

**California Department of Education (CDE) Nutrition Services Division (NSD)  
Permanent Single Agreement (PSA)**

**Addendum 4: Certification Regarding State and Federal Drug-free Workplace  
Requirements**

As required by Section 8355 of the California *Government Code* and the Drug-free Workplace Act of 1988, and implemented per 2 *CFR*, Part 182, for person's, organization's, or recipient's workplace as defined at 2 *CFR*, Part 182, Subpart B:

- A. The applicant certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the person's, organization's, or recipient's workplace and specifying the actions that will be taken against employees for violation of the prohibition.
  2. Establishing an ongoing, drug-free awareness program to inform employees about:
    - a. The dangers of drug abuse in the workplace
    - b. The person's, organization's, or recipient's workplace policy of maintaining a drug-free workplace
    - c. Any available drug counseling, rehabilitation, and employee assistance programs
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
  3. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by A(1) above.
  4. Notifying the employee in the statement required by A(1) above that, as a condition of employment under the contract, the employee will:
    - a. Abide by the terms of the statement
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
  5. Notifying the granting agency (USDA and/or CDE) in writing, within 10 calendar days after receiving notice under subparagraph A.(4) from an employee or otherwise receiving actual notice of such conviction. Employers



of convicted employees must provide notice, including position title, to the CDE. Notice shall include the identification number(s) of each affected Program Operator.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.(4), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.(1)-(6) above.

- B. The Program Operator may insert in the space provided below the site(s) for the performance of work done in connection with this Agreement:

Place of Performance (street address, city, county, state, zip code):

Check if there are workplaces on file that are not identified here.

By signing this certification, you (the official named below) CERTIFY UNDER PENALTY OF PERJURY that you are duly authorized to legally bind the Program Operator. You agree that the Program Operator will abide by all of the requirements of California Government Code Section 8355, and 2 *CFR* Part 182, as listed above.

Stephen Owens

PRINT NAME OF AUTHORIZED OFFICIAL

Superintendent/Principal

TITLE OF AUTHORIZED OFFICIAL

Two Rock Union School District

PRINT NAME OF ORGANIZATION

5001 Spring Hill Road, Petaluma, CA 94952

MAILING ADDRESS OF ORGANIZATION

707-762-6617

PHONE NUMBER

sowens@trusd.org

EMAIL



SIGNATURE OF AUTHORIZED OFFICIAL OF THE PROGRAM OPERATOR/DATE

## 2022-2023 Board Meeting Calendar

August 11, 2022

September 8, 2022

October 13, 2022

November 10, 2022

December 8, 2022

December 15, 2022

January 12, 2023

February 9, 2023

March 9, 2023

April 13, 2023

May 11, 2023

June 8, 2023

June 15, 2023