AGENDA
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Wednesday, October 7, 2020
CLOSED SESSION 2:30 PM OPEN SESSION 3:30 PM

Meeting Location: Amador County Building, 810 Court Street, Jackson, Remote meeting via Zoom for public access.

NOTE: Due to COVID-19 this meeting will be available to the public via Zoom and following the meeting recorded audio will be available on our website.
Zoom offers closed captioning during live conferences for disabled persons.
To access the meeting online join the Zoom meeting via
https://us02web.zoom.us/j/89966602412?pwd=L3JvVHpqUGIJ1T0E4SjFwZ3BKQVlvZz09
Meeting ID: 899 6660 2412
Passcode: 100720
One tap mobile
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Directions for accessing the meeting will also be included on our webpage with the meeting link. https://amadorcoe.org/minutes-agendas/

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(Government Code §54957.9; Penal Code §8403; Elections Code §18340; Acosta v. City of Costa Mesa (9th Cir. 2013) 718 F.3d 800; White v. City of Norwalk (9th Cir. 1990) 900F.2d 1421, 1425.)

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1.0 CALL TO ORDER

2.0 BOARD MEMBERS
[ ] Susan Ross – Board President
[ ] Kandi Thompson – Board Clerk
[ ] Deborah Pulskamp

The Board may not take action on any item which is not on this agenda, except when (1) an emergency situation exists, (2) there is need to take immediate action and the need for the action came after posting, or (3) the item was posted for a prior meeting within specified time limits.
(Government Code §54954.2)
3.0 ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD

4.0 PUBLIC COMMENTS ON CLOSED SESSION

5.0 CLOSED SESSION
   5.1 Minutes – 9-23-20
   5.2 Superintendent’s Contract (Government Code §54957) Title: Amador County Unified School District Superintendent (Mrs. Ross)
   5.3 Negotiations - with ACTA and CSEA (Government Code §54950 and §54957) (Mr. Vicari)

6.0 RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION

7.0 ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA

8.0 COVID-19 HEALTH AND SAFETY UPDATE (Dr. Kerr)

9.0 PRESENTATION AND RECOGNITION
   9.1 School Spotlight: Sutter Creek Elementary/Primary School
   9.2 Resolution ACUSD 20/21-005: Week of the School Administrator (Mr. Vicari)
   9.3 Resolution ACUSD 20/21-006: National Bullying Prevention Month (Mr. Snider)
   9.4 Resolution ACUSD 20/21-008: Native American History Month (Mr. Vicari)

10.0 EMPLOYEE ORGANIZATIONS
    10.1 Amador County Teacher’s Association (ACTA) (Mr. Hunkins)
    10.2 California School Employees Association (CSEA) (Ms. Cramer)

11.0 PUBLIC COMMENTS
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12.0 CONSENT AGENDA
    The Board of Trustees received these items under separate cover as an addendum. Public copy available during regular Board meeting and on the district website.

12.1 Minutes
   12.1a Board Meeting 9-23-20

12.2 Personnel (Mr. Vicari)
   12.2a Current Personnel Recommendations
   12.2b Memorandum of Understanding (MOU) between ACUSD and CSEA #239
12.3  **Business** (Mr. Critchfield)
12.3a  Warrants issued between: 9/21/20 – 9/30/20

12.4  **Educational Services** (Mr. Snider)
12.4a  Williams Act Quarterly Report for July – September 2020

12.5  **Miscellaneous**
12.5a  Overnight Field Trip Request – Pioneer Elementary School – Pending COVID-19 conditions at the time of the trip.

12.6  **Donations**
12.6a  Ione Elementary School received a donation of sheds from The Ione Rotary Club, Ione Police Department and Cops for Kids.

12.7  **Surplus**
12.7a  Argonaut High School Library – 267 curriculum books, outdated

13.0  **DISCUSSION/ACTION ITEMS**

13.1  **Sunbelt Staffing Services Contract – Discussion/Action** (Mr. Snider)
The major focus of school health services is the prevention of illness and disability, and the early detection and correction of health problems among students. The school nurse meets this job goal by providing mandated and required services to each school in the District.

13.2  **Capital Adult Education Regional Consortium (CAERC) Memorandum of Understanding (MOU) – Discussion/Action** (Mr. Snider)
The 2013-14 state budget, under the auspices of Assembly Bill 86, appropriated $500 million to the California Community College Chancellor’s Office to provide funding for adult education. AB 86 supported the development of 71 regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. CAERC is comprised of 14 members including 11 K-12 school districts, 2 county offices of education, the Los Rios Community College District (4 colleges), and 24 partner agencies.

13.3  **Memorandum of Understanding (MOU), Systems of Management, Advocacy and Resource Team (AB2083) – Discussion/Action** (Mr. Snider)
In April, 2020 Amador County Judge Renee’ Day convened a team from various local public agencies to begin the work of developing this MOU. The goal of this MOU is to address systemic barriers to the traditional provision of interagency services, particularly when it comes to foster youth.

13.4  **CSBA Recommended Board Policy Updates: Nutrition Program Compliance – Discussion/Action** (Mr. Critchfield)
CSBA provides multiple policy update packets each fiscal year. The policy presented for updating at this time is in the area of Food Services. The descriptions summarize the changes made to each policy. It is recommended that districts review the materials and modify their policies accordingly.

13.5  **Public Hearing - Resolution ACUSD 20/21-001 for Temporary Inter-Fund Borrowing** (Mr. Critchfield)
The District receives the majority of our funding in December and April through Property Tax collection. There may be a time that borrowing in the months prior to receiving taxes may be needed to meet our obligations. This resolution will allow the District to borrow cash should the
need arise to meet cash obligations through the 2020-21 school year. Borrowing between funds is allowed per Education Code 42603.

13.6 Resolution ACUSD 20/21-001 for Temporary Inter-Fund Borrowing – Discussion/Action (Mr. Critchfield)
The District receives the majority of our funding in December and April through Property Tax collection. There may be a time that borrowing in the months prior to receiving taxes may be needed to meet our obligations. This resolution will allow the District to borrow cash should the need arise to meet cash obligations through the 2020-21 school year. Borrowing between funds is allowed per Education Code 42603.

13.7 Temporary Substitute Teacher Rate Increase During COVID-19 – Discussion/Action (Mr. Vicari)
Currently, substitute teachers earn $110 a day, $55 half day, and long term substitutes (20+ days) earn $150 a day. This was board approved on June 27, 2007. Due to COVID-19, many of the 70+ substitute teachers in our substitute pool have chosen not to work citing the current daily substitute rate of $110.00. Increasing the daily substitute rate to $175, the half day rate to $87.50 and the long term rate (20+ days) to $200, will help to ensure the availability of substitutes to staff classes when needed.

13.8 Job Description: Teacher on Special Assignment (TOSA) for Career Technical Education (CTE) – Discussion/Action (Mr. Vicari)
The Teacher on Special Assignment (TOSA), Career Technical Education (CTE) assists site principals, and CTE teachers in administering, monitoring and implementing the requirements for a quality CTE and dual enrollment program and all grant requirements. Provides leadership and support for the staff and collaborates with administrators, instructional staff, and community members in assuring that appropriate CTE curriculum and instructional practices are occurring in all classrooms. The TOSA meets with CTE teachers individually and in small groups, with local, regional and statewide members of the public involved in CTE, and professional learning communities to support implementation of CTE program requirements.

13.9 Superintendent’s SMART Goals – Discussion (Dr. Slavensky)
The Superintendent’s contract includes evaluation based on SMART goals. SMART is an acronym for sustainable, measurable, action-oriented, result-driven, and time-bound. This is an opportunity for the Board to discuss and approve the goals, which were developed based on feedback from the Board of Trustees in closed session on June 24, 2020.

14.0 REPORTS
14.1 Enrollment Update (4-Year Comparison) (Mr. Critchfield)
14.2 Financial Update (Mr. Critchfield)
14.3 Report from Superintendent (Dr. Slavensky)
14.4 Reports and Remarks from Board Members

14.0 NEXT MEETING
ACUSD Regular Meeting: Wednesday, November 4, 2020, tentatively scheduled to be held at the Amador County Administration Building, 810 Court St., Jackson, CA. Open Session will tentatively start at 3:30 PM.

15.0 ADJOURNMENT
* The Amador County Unified School District complies with the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the Superintendent’s Office by calling (209) 257-5353. All efforts will be made for reasonable accommodations.
Any writings or documents that are provided to the governing board in open session will be made available for public inspection at the meeting or at the Amador County Public Schools District Office located at 217 Rex Avenue, Jackson, CA during normal business hours. Please note that business hours have changed due to COVID-19. If you are need of a hard copy of the agenda, please email the Communication Specialist at demi.wright@acusd.org
AGENDA ITEM #: 9.2

SUBJECT: Resolution: ACUSD 20/21-005 Week of the School Administrator

BACKGROUND INFORMATION:
California’s legislature recognizes the importance of educational leadership at the school, school district, and county levels, and has designated the second full week in the month of October each year as “Week of the School Administrator.” Amador County Unified School District publicly recognizes the contribution that school administrators make to successful pupil achievement.

FISCAL IMPLICATION:
None.

RECOMMENDATION:
Superintendent Slavensky recommends approval of Resolution: ACUSD 20/21-005 Week of the School Administrator.

PRESENTED BY:
David Vicari, Assistant Superintendent, Human Resources & Labor Relations
BEFORE THE BOARD OF TRUSTEES OF
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
COUNTY OF AMADOR, STATE OF CALIFORNIA

RESOLUTION NO. ACUSD 20/21-005
RECOGNITION OF WEEK OF THE SCHOOL ADMINISTRATOR

WHEREAS, Leadership Matters for California’s public education system and the more than 6 million students it serves;

WHEREAS, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, The title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, Providing quality service for student success is paramount for the profession; and

WHEREAS, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the second full week of October as the “Week of the School Administrator” in Education Code 44015.1; and
WHEREAS, The future of California’s public education system depends upon the quality of its leadership;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Amador County Unified School District, that all school leaders be commended for the contributions they make to successful student achievement.

PASSED AND ADOPTED by the members of the Board of Trustees of the Amador County Unified School District of the County of Amador, State of California, this 23rd day of September 2020.

_______________________________
Susan Ross
President, Board of Trustees

_______________________________
Kandi Thompson
Clerk, Board of Trustees
SCHOOL ADMINISTRATORS

Deborah Cardin
Jeni DeWalt
Jessica Dorris
Carrie Foster
Andrew Gardner
Troy Gassaway
Carmen Glaister
Nicole Gravette
John Hawley
Joseph Horacek
Kelly Hunkins
Barbara Magpusao
Heather Minton
Richard Modesti
Tia Peters
Butch Wagner
OCTOBER 7, 2020

AGENDA ITEM #: 9.3

SUBJECT:
Resolution ACUSD 20/21-006 – National Bullying Prevention Month

BACKGROUND INFORMATION:
The Month of October is National Bullying Prevention Month, which is a campaign in response to the need to raise awareness of bullying that provides schools and communities with an opportunity to educate students, parents, and others about their role in bullying prevention.

FISCAL IMPLICATIONS:
There are no fiscal implications.

RECOMMENDATION:
Superintendent Slavensky recommends approval of the Resolution for National Bullying Prevention Month.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
National Bullying Prevention Month

WHEREAS, the Amador County Unified School District supports the rights of students and staff to attend schools that are safe and free from violence, harassment, bullying and discrimination; and

WHEREAS, providing a safe school environment that ensures both the physical and emotional safety of students and staff, creates the conditions necessary to foster academic achievement; and

WHEREAS, bullying, harassment, discrimination, and violence, and even the fear of harm, whether done electronically during distance learning or in-person under normal conditions can create barriers to learning and contribute to low self-esteem, depression, anger, and, in extreme cases, school violence or suicide; and

WHEREAS, a safe school is one where teaching and learning are not distracted; disruptions are minimized; drugs, violence, bullying, and fear are not present; students are not discriminated against; expectations for behavior are clearly communicated; and consequences for infractions are consistently and fairly applied; and

WHEREAS, school districts and county offices of education have a responsibility to ensure a safe school environment that is free of intimidation and harassment; and

WHEREAS, the most effective approach to creating safe school environments requires a comprehensive, coordinated effort including school-wide, district-wide, and community-wide strategies where all institutions, organizations, and individuals must accept responsibility for their critical roles and collaborate to establish a positive environment for teaching and learning; and

WHEREAS, the Month of October is National Bullying Prevention Month, which is a campaign in response to the need to raise awareness of bullying that provides schools and communities with an opportunity to educate students, parents, and others about their role in bullying prevention;

NOW, THEREFORE, IT BE RESOLVED that the Amador County Unified School District Board of Trustees hereby supports the goals of National Bullying Prevention Month and will work with a broad spectrum of local community stakeholders, parents, students, teachers, and staff to develop, implement, and monitor policies and programs that foster and support a positive school climate free from bullying, harassment, discrimination, and violence.

BE IT FURTHER RESOLVED, that this resolution be distributed to all schools in the district.

Susan Ross
President, Board of Trustees

Kandi Thompson
Clerk, Board of Trustees
OCTOBER 7, 2020

AGENDA ITEM #: 9.4

SUBJECT:
Resolution: ACUSD 20/21-008 Native American Heritage Month

BACKGROUND INFORMATION:
November is Native American Heritage Month, which was designated on August 3, 1990. Since then, Presidents have issued annual proclamations promoting this observance. Amador County Unified School District honors and recognizes the Native American culture, traditions, heritage and contributions of our students, parents and community members, and encourages all schools to commemorate the month of November with appropriate activities and programs.

FISCAL IMPLICATION:
None

RECOMMENDATION:
Superintendent Slavensky recommends approval by the Board of Trustees.

PRESENTED BY:
David Vicari, Assistant Superintendent, Human Resources & Labor Relations
RESOLUTION NO. ACUSD 20/21-008
RECOGNITION OF NATIVE AMERICAN HERITAGE MONTH

WHEREAS, During the month of November the United States celebrates Native American Heritage Month as a time to recognize the vibrant heritage, history, art, traditions, and contributions of Native Americans to the history and culture of the United States; and

WHEREAS, The American culture has been greatly influenced by the customs and traditions of Native Americans and their close relationship to the earth and all of its inhabitants; and

WHEREAS, Native Americans have made significant contributions to the world in government, industry, commerce, agriculture, science, literature, the arts, and many other fields; and

WHEREAS, The History-Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve states that the study of community, state, region, nation, and world must reflect the experiences of people of different racial, religious, and ethnic groups throughout the curriculum at every level; and

WHEREAS, President George H.W. Bush, in 1990, approved a joint resolution and proclaimed November to be National American Indian Heritage Month;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Amador County Unified School District, that November 2019 is designated as Native American Heritage Month and that all educational sites are encouraged to recognize the contributions of Native Americans through our curriculum and activities; and

BE IT FURTHER RESOLVED that this resolution be distributed to every school in the district.

PASSED AND ADOPTED by the members of the Board of Trustees of the Amador County Unified School District of the County of Amador, State of California, this 6th day of November, 2019.

__________________________________        __________________________________
Susan Ross                                  Kandi Thompson
President, Board of Trustees               Clerk, Board of Trustees
MINUTES
JOINT MEETING OF
AMADOR COUNTY OFFICE OF EDUCATION
AND AMADOR COUNTY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Wednesday, September 23, 2020
JOINT OPEN SESSION 3:00 PM

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2.0 BOARD MEMBERS
[X] Susan Ross – Board President
[X] Kandi Thompson – Board Clerk
[X] Deborah Pulskamp
[X] James Marzano
[X] Janet White
[X] Ian McMahen, Amador High School, Student Board Member
[X] Kate Johnson, Argonaut High School, Student Board Member – via Zoom

3.0 ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD

4.0 ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA
There were none.

5.0 PLEDGE OF ALLEGIANCE
Board Member Marzano led the pledge.

6.0 COVID-19 HEALTH AND SAFETY UPDATE (Dr. Kerr)
Dr. Kerr provided an update on the status of Amador County regarding the COVID-19 pandemic. (See the transcript of Dr. Kerr’s comments on pages 19-25 of this board packet.)

7.0 PUBLIC COMMENTS
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Zac Hernandez, senior class president at Argonaut High School, spoke about his wishes to return to in-person learning and the option for students to choose if they want to go back to the school campus or not.

Allie Olivarria, senior at Argonaut High School, spoke about overcoming cancer and that she would like to resume in-person learning.

Erynn Thompson, senior at Argonaut High School and ASB Vice President, spoke about her desire to return to in-person learning and the impact that distance learning has on some of the students.

Casey White, senior at Argonaut High School, spoke about her desire to return to in-person education.

Andre King, senior at Argonaut High School and ASB President, spoke about how students have many challenges with distance learning and need to be represented.

Joe Horacek, principal at Plymouth Elementary School, expressed concern about making sure parents are aware of the realities of the hybrid option before committing to it for the remainder of the school year.

Luke McElfish, parent and First Responder, expressed concern about parents being aware of the potential dangers related to returning to in-person learning and he shared his concerns about dividing students and teachers against the Board.

Marshall Wilson, student at Amador High School, thanked the Board for supporting the arts during this time and how important the arts have been to her and her peers during the summer and this school year.
Jeannie Jentzen, teacher at Pioneer Elementary School, spoke about her concerns related to the data from the family and teacher surveys.

Angela Wise, parent and community member, expressed her concern with the District and feels teachers have not been given the proper time or guidance to be successful, stating the plan being presented to the Board is unrealistic. She also shared about the importance of having a choice.

Rachel Escalona, SEAC president, parent, and teacher at Ione Elementary School, recognized the work of the stakeholder and planning committees. She stated that teachers are working very hard and want students to return to school campuses when it is safe to do so.

Scott Hunkins, ACTA president and teacher at Argonaut High School, introduced Sarah Borba, teacher at Jackson Elementary School, who spoke about her concerns related to safety.

Greg Wall, teacher at Amador High School, spoke about teachers’ concerns and provided a range of health, safety and logistical concerns from teachers.

Scott Hunkins, ACTA president and teacher at Argonaut High School, spoke about how teachers want the students to come back to school and about how teachers love their students. He stated they need time to do this right because the students matter.

8.0 DISCUSSION/ACTION ITEMS

8.1 ACUSD Learning Continuity and Attendance Plan Second Reading and Adoption – Discussion/Action (Dr. Slavensky/Mr. Snider/Mr. Critchfield)

The Learning Continuity and Attendance Plan (Learning Continuity Plan) is a key part of the overall budget package for K-12 schools that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020–21 school year. The provisions for the plan were approved by the Governor and Legislature in June in Senate Bill 98 and can be found in Education Code Section 43509.

Mr. Snider provided an overview of the Learning Continuity and Attendance Plan. Dr. Slavensky introduced the staff presentation and provided the current context. Mr. Critchfield discussed challenges and solutions related to operational and health/safety matters. Board Clerk Thompson asked Mr. Critchfield about waivers. Mr. Critchfield explained that the District’s insurance company states a waiver will not fully protect the District’s liability.

Mr. Snider discussed challenges and solutions related to instructional matters. He explained that some students will likely have a teacher change due to implementation of two learning models at the same time (distance learning and hybrid) and due to credentialing issues. Board President Ross asked about how and who will be monitoring to make sure everyone follows the guidelines and rules while on campus. Mr. Snider said we need to build the culture at each school where everyone is supportive in following and enforcing the rules in order to stay on campus. He stated that progressive discipline will be used if students do not follow the health and safety guidelines.

Mr. Snider highlighted that all students will automatically be enrolled in the hybrid model and families will be able to opt in to distance learning through a form that will be sent out mid-October. Student Board Member Ian McMahan asked about limitations related to AP courses and Edgenuity. Mr. Snider explained that AP courses are not available in the Edgenuity platform.

Board Clerk Thompson recommended placing a camera in the classroom for AP students to zoom in from home. Mr. Snider confirmed this is something the District is looking into for some
courses. Board Member Pulskamp voiced her concerns about disrupting elementary students by changing teachers. Mr. Snider agreed that is a major challenge at the elementary level.

Mr. Snider discussed the recommendation of secondary students returning to school campuses in January 2021 due to the challenges associated with transferring or changing teachers and learning models mid-term. Board Clerk Thompson asked for additional information on this topic. Mr. Critchfield explained this has to do with students who elect to stay in distance learning and said it is similar to when a student transfers to another school. When a student “transfers” from a course with the current teacher to a course in the online Edgenuity learning platform, pacing, content and grading practices will likely change. This creates challenges in continuity of learning.

Mr. Marzano asked for clarification about the master schedule and why it is so difficult to change in the middle of the school year. Mr. Critchfield explained that it takes weeks to create a master schedule and the smaller the school, the more complex the master schedule is to complete. Editing the master schedule at any time during the school year could impact many students’ course credits and affect eligibility for graduation.

Mr. Snider reviewed the family and teacher survey data. Dr. Slavensky reviewed the phased school reopening plan and stated the District will continue to follow the changing local and state orders. Mr. Snider discussed in-person learning via targeted support for small learning cohorts of at-risk students and shared descriptions of distance learning and the hybrid model for learning. Mr. Snider discussed the staff’s recommended timeline, next steps, and revisions to the Learning Continuity and Attendance Plan.

The Board continued its discussion and deliberation. As the meeting approached the four-hour time limit, Board President Ross asked for a vote to continue the meeting for one hour until 8:00 PM. Board Clerk Thompson motioned to extend the meeting for one hour or until 8:00 PM. Board Member Marzano seconded this motion. The motion passed 5-0.

Board Member Pulskamp asked if it was realistic that our labor unions would agree to have the secondary classes return to school campuses on October 19, 2020. Mr. Vicari stated it would be difficult as they have been meeting and negotiating regularly and have agreed upon what is being presented in this meeting.

Board Clerk Thompson moved to approve the stakeholder committee’s originally recommended hybrid plans for elementary and secondary, with elementary returning to school campuses on November 16, 2020, and secondary returning to school campuses on October 19, 2020, and to revise the Learning Continuity Plan on page four, item three to read “in-person learning” instead of “hybrid.” Board Member Marzano seconded the motion. The motion failed 2-3.

After additional discussion, Board Member Pulskamp motioned to approve the current staff recommendations with the Learning Continuity Plan revision on page four to read “in-person” instead of “hybrid” and for all TK-12 students to return to school campuses on November 16, 2020 in the hybrid model or better with an understanding that if there are significant issues implementing this plan, the Board will revisit this matter with full explanation from staff as to why it cannot be done following this timeline. Board President Ross seconded the motion. The motion passed 5-0.

8.2 ACOE Learning Continuity and Attendance Plan Second Reading and Adoption – Discussion/Action (Dr. Russell/Mr. Snider)

The Learning Continuity and Attendance Plan (Learning Continuity Plan) is a key part of the overall budget package for K-12 schools that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning
continuity will be addressed during the COVID-19 crisis in the 2020–21 school year. The provisions for the plan were approved by the Governor and Legislature in June in Senate Bill 98 and can be found in Education Code Section 43509.

Dr. Russell presented the highlights of the County Office of Education’s plan to bring students with moderate-severe disabilities and all necessary services back to the moderate-severe special education classrooms. Mr. Critchfield confirmed that the teachers and staff will have good supplies of PPE.

Mr. Snider requested an amendment on page 36 of the ACOE Learning Continuity Plan to clarify that this plan applies only to students with moderate-severe disabilities. Students enrolled in the ACOE Community Court School will follow the November 16, 2020 timeline as this school is part of the secondary Educational Options program located at Independence High School campus.

Board Member Pulskamp motioned to approve the plan with the correction of “in-person learning” in stage three and the clarification that in-person classes are for the students with moderate-severe disabilities returning to school campuses on October 19, 2020. Board Member White seconded the motion. The motion passed 5-0.

Due to the length of the meetings, Board President Ross motioned to complete the ACOE and ACUSD meetings and the ACUSD closed session with a stop time by 9:00 PM. Board Member White seconded the motion. The motion failed 3-2.

Following brief discussion, the Board amended the previous motion with a stop time by 8:30 PM. Board Member Pulskamp made this motion. Board Member White seconded the motion. The motion passed 5-0.

9.0 ADJOURNMENT 7:53 PM

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MINUTES
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Wednesday, September 23, 2020
IMMEDIATELY FOLLOWING THE ACOE BOARD MEETING

Meeting Location: Amador County Building, 810 Court Street, Jackson, Remote meeting via Zoom for public access.

NOTE: Due to COVID-19 this meeting will be available to the public via Zoom and following the meeting recorded audio will be available on our website. Zoom offers closed captioning during live conferences for disabled persons. To access the meeting online join the Zoom meeting via https://us02web.zoom.us/j/88592518469?pwd=MTQyanM0bmlvMnZGQXIrOFdpd3NNZz09 Meeting ID: 885 9251 8469 Passcode: 092320
One tap mobile +16699009128,,88592518469#,,,,,,0#,,092320#

Directions for accessing the meeting will also be included on our webpage with the meeting link. https://amadorcoe.org/minutes-agendas/

NOTE: A copy of the Board agenda and backup materials is available for inspection and review on the Amador County Unified School District Website at www.amadorcoe.org. An audio recording of the Board Meeting is made. If you are in need of a hard copy of the agenda, please email the Communication Specialist at demi.wright@acusd.org.

Board of Trustees meetings are meetings of the Board in public, as per the Brown Act open meeting law. All five Board Members may not have discussion outside an open meeting. This meeting is their opportunity to have discussion in order to conduct their business. Board Meetings are not meetings for the public to interact informally with the Board. Members of the public may speak formally to the Board by completing a speaker card and giving it to the Board Clerk or Communication Specialist.

If a person or group of persons disrupt the orderly conduct of a meeting, the legislative body has a right to order those persons removed from the meeting. If order still cannot be restored after removal of the individuals disrupting the meeting, members of the legislative body can order the room cleared and continue with the meeting. (Government Code §54957.9; Penal Code §8403; Elections Code §18340; Acosta v. City of Costa Mesa (9th Cir. 2013) 718 F.3d 800; White v. City of Norwalk (9th Cir. 1990) 900F.2d 1421, 1425.)

OUR UNITY OF PURPOSE: We work as a cohesive Governance Team through discussions, actions and decisions that are thoughtful, respectful, and sensitive. We support one another in and away from the Board Room through active listening, vulnerability and honesty. We make policy decisions that ensure equitable support to increase student achievement and foster social, emotional, and physical well-being for all students.

OUR MISSION: Enriched by the diversity and deep traditions of our unique community, Amador County Public Schools will prepare, support, and inspire each student to achieve career and college success in a rapidly evolving world through highly engaging teaching, rigorous learning and innovative pathways supported by strong partnerships in a safe, caring and collaborative environment.

1.0 CALL TO ORDER 8:00 PM

2.0 BOARD MEMBERS
[X] Susan Ross – Board President
[X] Kandi Thompson – Board Clerk
[X] Deborah Pulskamp

The Board may not take action on any item which is not on this agenda, except when (1) an emergency situation exists, (2) there is need to take immediate action and the need for the action came after posting, or (3) the item was posted for a prior meeting within specified time limits. [Government Code §54954.2]
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[X] James Marzano  
[X] Janet White  
[X] Ian McMahan, Amador High School, Student Board Member  
[ ] Kate Johnson, Argonaut High School, Student Board Member

3.0 **ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD**

4.0 **PUBLIC COMMENTS ON CLOSED SESSION**

5.0 **CLOSED SESSION – JOINT ACUSD/ACOE MEETING FOR ITEMS 5.3 AND 5.4**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tr>
<td>5.1</td>
<td>Minutes – 9-9-20</td>
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<tr>
<td>5.2</td>
<td>Negotiations - with ACTA and CSEA (Government Code §54950 and §54957) (Mr. Vicari)</td>
</tr>
<tr>
<td>5.3</td>
<td>Teleconference with Legal Counsel – Potential Litigation. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54956.9. Significant Exposure to Litigation: one potential lawsuit. (Ms. Brown)</td>
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<tr>
<td>5.4</td>
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6.0 **RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION**

Board President Ross reported item 5.1, the closed session minutes were approved; item 5.2 Negotiations with ACTA and CSEA, there was discussion and direction was given to staff; item 5.3, a settlement agreement was approved; and item 5.4, a settlement agreement was approved.

7.0 **ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA**

Dr. Slavensky recommended to delete agenda item 9.0 and postpone items 8.0, 12.4 and 12.5 to the October 7th meeting.

8.0 **PRESENTATION AND RECOGNITION** Postponed to 10/7/2020 meeting due to the length of the meetings which began at 3:00 PM.

<table>
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<tr>
<th>Item Number</th>
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<tbody>
<tr>
<td>8.1</td>
<td>Resolution ACUSD 20/21-005: Week of the School Administrator (Mr. Vicari)</td>
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<tr>
<td>8.2</td>
<td>Resolution ACUSD 20/21-006: National Bullying Prevention Month (Mr. Snider)</td>
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9.0 **EMPLOYEE ORGANIZATIONS** The ACTA representative spoke during the Joint Board Meeting preceding this meeting. The CSEA representative did not speak.

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<tr>
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<tbody>
<tr>
<td>9.1</td>
<td>Amador County Teacher’s Association (ACTA) (Mr. Hunkins)</td>
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<tr>
<td>9.2</td>
<td>California School Employees Association (CSEA) (Ms. Cramer)</td>
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10.0 **PUBLIC COMMENTS**

Public comments regarding Discussion/Action Items will be addressed during this time. Due to Zoom limitations, all public comments should be addressed at this time. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits. Individual speakers shall be allowed three minutes to address the Board on non-agenda items. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. **NOTE:** If you wish to address the Board please complete a speaker card and give it to the Board Clerk or Communications Specialist.

There were no public comments.

11.0 **CONSENT AGENDA**

The Board of Trustees received these items under separate cover as an addendum. Public copy available during regular Board meeting and on the district website.
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11.1 Minutes
11.1a Board Meeting 9-9-20

11.2 Personnel (Mr. Vicari)
11.2a Current Personnel Recommendations
11.2b California State University, East Bay Student Teaching Experience Agreement

11.3 Business (Mr. Critchfield)
11.3a Warrants issued between: 9/1/20 – 9/20/20

11.4 Surplus
11.4a Amador High School – 1 computer e-waste, outdated
11.4b Ione Junior High School – 6 computer mouse’s, outdated
11.4c Ione Junior High School – 2 laptops, outdated
11.4d Ione Junior High School – 1 fast Ethernet, outdated
11.4e Ione Junior High School – 5 computer keyboard, outdated
11.4f Ione Junior High School – 11 computer monitors, outdated
11.4g Ione Junior High School – 2 media overhead projectors, outdated
11.4h Ione Junior High School – 17 computers, outdated
11.4i Ione Junior High School – 1 DVD player, outdated
11.4j Ione Junior High School – 1 Zenith TV, Outdated
11.4k Ione Junior High School – 1 Compaq computer charger, outdated
11.4l Ione Junior High School – 39 curriculum books, outdated
11.4m Jackson Elementary School – 32 Acer Chromebooks, outdated
11.4n Jackson Elementary School – 1 Dell laptop, outdated
11.4o Amador High School – 1 old kiln, broken
11.4p Amador High School – 2 projectors, outdated
11.4q Amador High School – 2 typewriters, outdated
11.4r Amador High School – 1 old Scantron machine, outdated

12.0 DISCUSSION/ACTION ITEMS
12.1 Independent Contractor Service Agreement for Junior High Mathematics Professional Development – Discussion/Action (Mr. Snider)
Ongoing professional development in the standards and frameworks is critical to supporting teaching and learning for our students and staff. This service contract with Chelsea McClellan of Sacramento County Office of Education represents professional development in mathematics instructional strategies for our junior high math teachers. Board President Ross moved to approve the contract, and Board Member Marzano seconded the motion. The motion passed 5-0.

12.2 Public Hearing: Sufficiency of Instructional Materials (Mr. Snider)
California Education Code Section 60119 requires that local governing boards hold an annual public hearing to determine whether each pupil in the LEA has sufficient textbooks or instructional materials in reading/language arts, mathematics, science, and history-social science aligned to content standards and consistent with the content and cycles of the curriculum framework adopted by the State Board of Education. President Ross opened the hearing. There were no public comments. President Ross closed the hearing.

12.3 Resolution for Sufficiency of Instructional Materials – Discussion/Action (Mr. Snider)
Education Code Section 60119 requires that local governing boards adopt a resolution stating whether each pupil in the LEA has sufficient textbooks or instructional materials in
reading/language arts, mathematics, science, and history-social science aligned to content standards and consistent with the content and cycles of the curriculum framework adopted by the State Board of Education. Board Member Marzano motioned to approve the resolution, and Board President Ross seconded the motion. The motion passed 5-0.

12.4 **Job Description: Teacher on Special Assignment (TOSA) for Career Technical Education (CTE) — Discussion/Action (Mr. Vicari)**
Postponed to 10/7/2020 meeting due to the length of the meetings which began at 3:00 PM.
The Teacher on Special Assignment (TOSA), Career Technical Education (CTE) assists site principals, and CTE teachers in administering, monitoring and implementing the requirements for a quality CTE and dual enrollment program and all grant requirements. Provides leadership and support for the staff and collaborates with administrators, instructional staff, and community members in assuring that appropriate CTE curriculum and instructional practices are occurring in all classrooms. The TOSA meets with CTE teachers individually and in small groups, with local, regional and statewide members of the public involved in CTE, and professional learning communities to support implementation of CTE program requirements.

12.5 **Superintendent’s SMART Goals — Discussion (Dr. Slavensky)**
Postponed to 10/7/2020 meeting due to the length of the meetings which began at 3:00 PM.
The Superintendent’s contract includes evaluation based on SMART goals. SMART is an acronym for sustainable, measurable, action-oriented, result-driven, and time-bound. This is an opportunity for the Board to discuss and approve the goals, which were developed based on feedback from the Board of Trustees in closed session on June 24, 2020.

13.0 **REPORTS**
13.1 **Report from Superintendent (Dr. Slavensky)**
Superintendent Slavensky applauded the school and district leaders for their hard work and dedication and thanked teachers, families and support staff for their work and support of all students.

13.2 **Reports and Remarks from Board Members**
There were no reports or remarks.

14.0 **NEXT MEETING** 8:06 PM.
ACUSD Regular Meeting: Wednesday, October 7, 2020, tentatively scheduled to be held at the Amador County Administration Building, 810 Court St., Jackson, CA. Open Session will tentatively start at 3:30 PM.

15.0 **ADJOURNMENT**
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[Government Code §54954.2]
I’ve been asked to again provide an update regarding Covid-19 in Amador County. The good news is that Amador County have been able to remain stable the last several weeks. Currently we have 252 confirmed cases to date in Amador County with 8 that are currently active. Those active cases are related to exposures via travel, family and community transmission, a mix between those. No current hospitalized patients in the county and no new deaths since my last report.

We have stabilized with our County data that the State is tracking to move to the less restrictive orange tier next Tuesday. That would mean that business sectors that are open will be able to increase their capacity somewhat continuing to maintain precautions. When the schools choose to reopen, as long as we remain in the orange or anything really less restrictive than purple, the schools would be able to reopen when they are ready. Our testing volume has remained stable. So, both our case count per 100,000 and our testing positivity rate have remained stable to allow us to move into that orange tier next week.

The outbreaks that we had been experiencing in congregate living facilities have all resolved at this point. They have all had at least two weeks of completely negative tests and so that is a complete transmission and quarantine period so that outbreak has resolved and they have reverted back to screening testing only at this point. We are concerned with flu season coming up because of the many similarities between influenza and COVID that people continue to take precautions. One of which what is extremely important is getting a flu vaccine. There are many pharmacies beginning to offer them, many doctor offices, and for those who are unable to get them there, Amador County Public Health will be having a free community flu clinic coming up on October 24th, it will be a drive thru style clinic hosted by the church of the Nazarene on Ridge Rd. We are very grateful to the Nazarene for allowing us to host that event on October 24th. We will have flu mist available for people between the ages of 2 – 49 for people who don’t want to have a needle. Flu mist will be available at that clinic as well.

The community testing site remains open several days a week. This week it was Monday, Tuesday, Thursday, and Friday. Next week it will be Tuesday, Thursday and Friday. We have every other Monday but every Tuesday, Thursday Friday that is weather permitting, air quality permitting, and St. Katherine of Drexel’s parking lot has been very gracious allowing that facility to be hosted there since early June and that will be there on an ongoing basis for at least the next month.

Are there any particular questions that the board or others would like me to answer?

Board President Ross: I have a question, so we are going to be pondering today, reopening schools and when that should happen, what is your recommendation? Is it hybrid or is it full opening?

Dr. Kerr: Your opening plan needs to be contingent on the ability to have capacity in your classrooms to allow for six-foot distancing between individuals within the classrooms, that is the students. And...
particularly between the teacher or teacher’s aids and the students. So your classroom capacity is what’s going to drive that decision.

Board President Ross: Do you have any thoughts on the cases in Amador County dropping due to the schools being closed?

Dr. Kerr: I have not heard any particular K-12 drivers of increasing community transmission. Those Counties that have Colleges or Universities where people live in congregate settings on College Campuses, those areas have seen an increase in case transmission due to students going back to college. Those other counties have had K-12 schools reopening I have not seen the same sort of driver at this point. It’s still fairly early in the reopening. Most reopened mid-August to late August, so we have several weeks over a month in some cases of those limited reopening. Many of the larger districts haven’t yet reopened or just reopened and of course it takes a couple of weeks to really see the effects.

Board President Ross: So I also wonder if students realize, especially those in Secondary, coming back to school, what it will actually be like. I mean, in the orange tier, can they play sports?

Dr. Kerr: Sports have not yet been released as far as competition they are still individual drills only. Again, we are just starting to see the outcome of sports. We’ve seen professional sports now for several months in a very controlled environment where the athletes are being tested daily before being allowed to compete. Colleges are just getting going, I heard this morning that the Notre Dame game was postponed because of multiple members of that team testing positive. So, I do not foresee an immediate return to sports even in the orange tier.

Board President Ross: So students would be going in small cohorts, sitting six feet apart, wearing masks, and sitting apart at lunch, and staying apart at passing periods. So that’s sort of what we are looking at as we move forward going back to school.

Dr. Kerr: Those are the precautions necessary to prevent transmission in the school setting. Yes.

Board Clerk Thompson: I think that’s the same as the stakeholder hybrid created. They created that exact same scenario. I just wanted to make mention, on Susan’s question whether or not the students being out of school, the numbers going down. I just wanted to point out the Community Christian K-8 has been back to school full time 100% with no restrictions. And that has been for 5 weeks. So it’s encouraging to know that a school setting has been back to school, in our County, has not increased our numbers at all.

Dr. Kerr: So that school applied for a waiver when they were eligible for one, with their health and safety plan written which is a full time model but with a reduced class size to accommodate physical distancing. They do take the precautions with face mask wearing. They have been doing quite a few activities outdoors and they were only K-6 not K – 8. The 7th and 8th graders have come back as of today, since we moved into the red tier two weeks ago, actually as of yesterday.

Board Clerk Thompson: I just have a question about Summerville Unified High School is going back full time. Sonora is going back full time. There is Vallecito, it is K – 8, they are going back full time. Um and
those are district schools, they aren’t private schools. Do you know how they’re being allowed to go back full time?

Dr. Kerr: Tuolumne County is in the yellow tier. I’m sorry they’re in the Orange tier. But with their Health and Safety Plan in place they must have found a way to accommodate a full time schedule. There are other districts to the north of us as well, some in El Dorado County that are getting ready to go back, in a variety of models that accommodate their Health and Safety considerations.

Board Clerk Thompson: That is super exciting Dr. Kerr thank you for that information.

Dr. Kerr: One of the most exciting things is that we can learn from others experiences. Others that are going back we can find out between their experience. At a local health officer level, we share regionally what sort of things work and what may have been pit falls that we should avoid. I’m sure school administrators and probably you as board members will be talking to your colleagues in other Counties and other districts as well to learn from their experiences as we fine-tune our plans.

Thompson: Yes, that is very exciting especially since we all share the same JPA so that’s exciting that they are able to figure out a way to go back.

Marzano: Thank you for spending this time with us. I greatly appreciate you. I’d also like to note Alameda, Contra Costa County, all the bigger counties are also sending their students back or have sent their students back and those were high populated high hit COVID areas. Is it safe to assume that their health and safety plan was really dialed in and worked on for quite some time?

Dr. Kerr: I would say so, yes. In fact, one of the high hit Covid counties, Marin County was one of the first to really write a very comprehensive plan that a lot of places have adopted. That’s the whole point that you have to have those plans in place and actually implement them, monitor and adjust as needed and always have that contingency of when a case happens, and it will likely happen, what the response is and making sure that is thought out ahead of time and ready to go and that we all cooperate making sure that the teachers and children have the support that they need for the eventuality of having to go back to, at least short term, distance learning, should a classroom need to be quarantined.

Marzano: I have a question, I think I’ve asked it a couple times and I’m going to ask it again. I try to pay attention to numerous board meetings live or YouTube – whatever platform. 6-feet. I wrote down to ask, 6-feet with or without masks? I’m asking because I watch numerous school board meetings and some get bashed for not wearing masks but they are 6-feet apart. Can you help me understand that some more?

Dr. Kerr: Absolutely, and it is a great question. The mask actually has been now, not only protecting others from the wearer, they actually protect the wearer because they actually filter out, even though they aren’t, the breathing through the mask does protect the wearer as well from some viral particles. The health care workers who have a very fitted and fit tested N95 respirator, which is more protecting then a mask, 6-feet can be compromised and must be when handling care having the patient masked as well, usually with a surgical mask in a health care setting gives both parties protection when they are
within that 6-foot distance. The 6-foot is a good number, of course it is not a magic number, it is a number we use to define a close contact when someone is determined to be infectious. We look back for 48 hours before and ask who did you spend more than 15 minutes within 6 feet with. That is a cumulus 15 minutes over the course of those two days because that is the distance droplets travel when someone coughs, sneezes or even just speaking or exhaling. When a group of people are within a confined space for a long period of time, several hours a day, like a classroom, there will be, especially if someone is not wearing a mask, viral particles that get into the environment. So, having fresh air introduced into the environment is really important, having windows and doors open. The number of filter changes in HVAC systems makes a difference and the filtration of the HVAC system makes a difference. For example, in a healthcare setting, how long a patient room needs to be kept vacant after a contagious person leaves in order to be considered safe from the air exchange and all those droplets have been dropped to the service and can just be wiped up with a disinfectant. So, when determining the close contacts with regards to make, the only time there is a true exception to quarantining is when someone was wearing a properly fitted N95 respirator. Otherwise, we will still quarantine someone, even if both parties were wearing homemade cloth masks or a non-medical respirator, because we don’t know how closely it was fit. Also, the consistency of the wearing, and honestly most of the time what I hear from these people when we interview them is they know they were wearing their mask but they can’t remember if the other person was wearing a mask but I know I spent time with them.

Marzano: Okay, so…all that information is helpful but is there an OR with the mask and 6-feet?

Dr. Kerr: unfortunately for the purposes for defining close contacts there is not an or in defining close contacts, outside of healthcare workers at this point.

Marzano: okay, so in state health mandates and all CDC guidelines and rules that schools and districts and everybody is supposed to follow, if I have a mask on, I can be 2-feet away from somebody?

Dr. Kerr: No, that is the whole point. The 6ft needs to be, the mask adds with the 6 feet not in place of the 6 feet. It is an additional layer of protection that has shown to work but you can’t group people closer because the mask is not considered protective enough, unless it is a fit tested n95 and to be honest with you, there is no N95 mask for children. People who need to wear them for an occupational setting need to actually have a health screening that they don’t have any medical complications to wearing that mask, they have it seal checked and a special instrument that checks how much air can permeate the mask. It’s a Cal-OSHA standard and in general, everyday use in a school setting we will not achieve that. So it is not an or it is an and. You have to do 6 feet, at least 6 feet, and wear the mask for the extra level of protection.

Board Member Marzano: Okay, I understand the N95 and special testing. Any combat veteran will say they hate gas masks. I also have a question regarding your sports comment. Can you go into further detail regarding that? It is my understanding that CIF has pushed seasons but now seasons will be based on whatever color we find ourselves in at that time?
Dr. Kerr: So the CIF released a statement based on the assumption that the state health department might release the ability to play contact sports by, I think December or January. I think there really has to be caution in that because what it is really going to take, in my opinion, is an effective vaccine and herd immunity. And the consensus is that the general public will not have access to that until sometime later because the very first vaccine that comes out, even if it comes out this fall, will go to healthcare workers and the highest risk population. Which would be the older people with chronic medical conditions, essential workforce who have to be involved in production and keeping the very basic parts of our livelihoods and our ability to feed and clothe and warm ourselves going. So I would really exercise caution with anticipating seasons. If we are very successful keeping our numbers low state wide and our non-pharmaceutical interventions that keep all viral things from spreading, including social distancing, wearing face coverings, hand washing and staying out of circulation when you are sick. If we have a minor flu season as a result of that, if we have a minor respiratory season due to that, there is a possibility that sport competition could commence on the CIF schedule but honestly I think it is pretty optimistic outlook at this point.

Board Member Marzano: Thank you for explaining. I am just so confused when I hear the word herd immunity when they are trying to keep everyone apart like crazy.

Dr. Kerr: The reason is because the safest way to get herd immunity is through vaccine. The road to herd immunity through disease unfortunately has a lot of collateral damage. As we have seen, when things get into congregate living settings, amongst the vulnerable population, those are the people that get the sickest, tend to be hospitalized and have the highest rate of death. The whole point is to try to minimize transmission in the community and get the vaccine deployed when it is available and achieve herd immunity in a much safer way.

Dr. Russell: if the vaccines aren’t going to be available until Spring and it could be Fall or Spring of next year until they get it, how long will it take for people using vaccines, for the essential workers, for it to get to the general public so that there is herd immunity and we can get back to schools?

Dr. Kerr: Well I think we can get back to schools in the mean time because people have been showing that using the non-pharmaceutical interventions, and the health and safety plan and the distancing and hygiene and facemask wearing, school can be safely done. Did you mean get back to sports?

Dr. Russell: No, I mean schools. When I was listening to what you were saying and thinking about when herd immunity will actually be in Amador County, I am thinking a year from now, maybe two. But I am also hearing you say that it is safe to go back to school now if we follow the safety precautions that are outlined in the plan.

Dr. Kerr: Again, there is nothing that is zero risk but I think we have it to a point where the risk can be manageable with precautions and with cooperation. Of course if there is a case, we will contract trace and take people out of the school setting who are at risk for developing the covid-19 because of an exposure for the 14-day quarantine. We will embark on response testing for people who have been exposed to see if there are more contacts who should be put on quarantine. Responses that we need to have ready to go, however, as others have pointed out, several others have started to do this and we
have not seen a large spike related to those particularly younger children because those tend to be
smaller stable groups with stable teachers and aids within a relatively controlled setting. Especially when
the background information within the community is not that high.

Dr. Russel: Similar to ours. Okay, so you do think that if we do not only the little grades but the Junior
High and High Schools that it would be safe to return?

Dr. Kerr: And I think that is going to be the challenge with the Junior High and High school to minimize
the mixing and to keep the cohorts as small or stable of a cohort as we do in the primary and
elementary grades. Again, I am hoping we can learn from others experiences and if there are pitfalls,
let’s try to avoid them. You know, somebody else successfully has the students rotating classrooms and
there really hasn’t been a problem, maybe we can ease up on some of those restrictions a bit.

Dr. Russell: So you said it would be tough to do it, should we not do it? If you had a recommendation
would you say that we should not do Junior High or High School? Or if we do it that we just need to be
extremely careful and save doing so?

Dr. Kerr: You’re putting me on the spot but I think it is worth trying. It’s worth a try honestly.

Board Member Pulskamp: Is there any recommendation for testing for teachers or other staff who have
daily contact with students?

Dr. Kerr: At this point the most important testing is going to be response testing in the case of any
known exposure. We absolutely have to do response testing. As far as servalence or screening testing t
is going to be a lot less useful. It’s just a point in time and you can be negative one day and positive the
next day. You’ve got your one point in time, you don’t know what’s happening on a daily basis. Of
course with our community testing site available, if somebody wanted to the could get tested currently,
that is available for them. And for the people who have frequent contact with the public, getting tested
every few weeks or once a month is not an unreasonable thing to do.

Board Member Pulskamp: Okay, I have heard some talk about having a standalone hepa filter device in a
room that it exchanges air up to 5x tin an hour would make any room significantly more safe. DO you
have any information on that?

Dr. Kerr: There are devices that are called air scrubbers that can turn, in a hospital settter, can turn a
non-air flow room into a clear air flow room. They would not be deployed as a preventative measure in
every single classroom but if you have an older classroom with an old system that doesn’t have very
good air flow, this is something your plant people could look into as an alternative or enhancement in a
high risk setting.

Board Clerk Thompson: Relating to air scrubbers and standalone filters, it is my understanding that the
district bought foggers, disinfectant foggers for the classrooms. Can you explain the efficiency of these
disinfectant foggers?
Dr. Kerr: It is no something I have specifically looked at. The disinfecting standard is to assist in air, to disinfect the air. A fogger would probably assist with that but you would need to allow time for the fogger, whatever chemical was released into the air to be dispersed back out of the air before you allow people back into it. And for your services, you’re going to want to clean up any dirt and then apply a standard disinfectant that will be effective against the virus and there is an entire list of EPA approved disinfectant purposes.

Board Member Marzano: The air scrubber topic, are you referring to... what is sitting in the corner of the emergency room that big blower with two filters on the other end?

Dr. Kerr: They have a couple types of air scrubbers; they have specific rooms in the emergency room dedicated for covid suspected patients. The waiting room is a different area; I am talking back in the treatment bay there are specific ones. I think the one you saw last week was probably trying to get the smoke particles out of the air, that as probably not for viral purposes.
DATE: October 7, 2020

AGENDA ITEM #:12.2a

Motion: ________________
Second: ________________
Vote: ________________

SUBJECT:
Human Resources Consent Agenda for October 7, 2020

CURRENT PERSONNEL RECOMMENDATIONS

Certificated~ New Hire
Rosa Camargo Nunez, temporary high school counselor, 1 FTE, Itinerant, effective October 8, 2020
Anisha Ramani, temporary TK-8 counselor, 1 FTE, Itinerant, effective October 8, 2020

Administrative~ Transfer ACOE to ACUSD
Jennifer DeWalt, elementary principal, 1 FTE, Ione Elementary, effective August 1, 2020

Certificated~ Transfers ACOE to ACUSD, Effective November 1, 2020
Audrie Ballard, mild moderate teacher, 1 FTE, Plymouth Elementary
Nicholas Bianchi, mild moderate teacher, 1 FTE, Ione Junior High
Tiffany Bramell, mild moderate teacher, 1 FTE, Jackson Junior High
Stephanie Bramer, mild moderate teacher, 1 FTE, Amador High School
Lisa Burleson, mild moderate teacher, 1 FTE, Jackson Junior High
Bobbie Campbell, mild moderate teacher, 1 FTE, Amador High School
Jana Finarelli, mild moderate teacher, 1 FTE, Ione Junior High
Jenny Fuller, resource teacher, 1 FTE, Sutter Creek Elementary
Barbara Hall, mild moderate teacher, 1 FTE, Ione Junior High
Kevin Harlow, mild moderate teacher, 1 FTE, Plymouth Elementary
Tracy Hinman, mild moderate teacher, 1 FTE, Argonaut High
Anne Jeffries, mild moderate teacher, 1 FTE, Argonaut High
Dawn Leibold, School Nurse, 1 FTE, Itinerant
Samme McMahan, mild moderate teacher, 1 FTE, Amador High
Marcia Nelson, mild moderate teacher, 1 FTE, Ione Elementary
Ambren Neville, mild moderate teacher, 1 FTE, Sutter Creek Elementary
Kelli Sanders, mild moderate teacher, 1 FTE, Jackson Junior High
Rachael Shaw-Escalona, mild moderate teacher, 1 FTE, Ione Elementary
Haley VanLieshout, mild moderate teacher, 1 FTE, Ione Junior High
Sargon Yousef, mild moderate teacher, 1 FTE, Argonaut High
Certificated~ Teacher In Charge, Advisor, Department Chairs & Advisor 2020-2021

Advisors

Argonaut High School
Larua Tallia, yearbook with class
Naor Karkay-Selea, band director
Angela Mayfield, Agriculture incentive (20 day per diem)
Dale Flint, drama instructor
Dale Flint, musical theatre instructor
Raeann Gaddoni, FCCLA (formerly FFA/HERO)
Scott Hunkins, ASB advisor
Jared Carson, senior class advisor
Scott Hunkins, junior class advisor
Matt King, freshman class advisor
Jazmin Haedrich & Laura Tallia, LINK crew (split 50/50)

Amador High School
Jenny Neely, yearbook with class
Evan Fellman, band director
Carly Benner, agriculture Incentive Stipend
Ryan Mendosa, agriculture Incentive (20 day per diem)
Giles Turner, drama instructor
Giles Turner, musical theatre instructor
Kagle Cagel & Jessica McCarty ASB Advisor
David Tearpak & Kevin Porta, senior class advisor (split 50/50)
Jeremiah Cloud & Kathrine Bailey, junior class advisor (split 50/50)
Carly Benner & Kaleb Cagel, sophomore class advisor (split 50/50)
Nancy Crane & Jessica McCarty, freshman class advisor (split 50/50)

Jackson Junior High
Jon Gilliam, yearbook without class
Natalie Knittel, Where Everyone Belongs (WEB)

Ione Junior High
Dylan Jarman, yearbook with class
Leslie Calestini, Where Everyone Belongs (WEB)

Department Chair

Argonaut High School
Jared Carson, Social Science
Cameron Duggan, Language Arts
Matt Hovey, Mathematics
Shannon Clark, Science
Rick Davis, Jr., Physical Education
Laura Tallia, Fine Arts
Raeann Gaddoni, Vocational Education (CTE)
Tracy Hinman, Special Education

Amador High School
Greg Wall, Social Science
Ryan Little, Language Arts
Sarkis Kel-Artinian, Mathematics
Mary Haynes, Science
Jessica McCarty, Physical Education
Nancy Crane, Fine Arts
Ryan Mendosa, Vocational Education (CTE)
Samme McMahan, Special Education

**Jackson Junior High**
Kelli Sanders

**Ione Elementary**
Rachael Shaw-Escalona

**Jackson Elementary**
Sarah Crow (ACOE)

**Site Technology Stipends**
Sargon Yousef, Argonaut High School
Julia Mandeson, Rebecca Griffith (split), Ione Elementary
Dan Klement, Jackson Elementary
Kate Cronin, Pine Grove Elementary
Sara Holmes, Plymouth Elementary
Gina Oneto Sutter Creek Elementary
Gina Oneto Sutter Creek Primary
Carmen Glaister, Pioneer Elementary
Chris Mathany, Jackson Junior High
Donna Hirschfelt, Ione Junior High
Brett Watson, Independence High
Kevin Porta, Amador High

**Teacher In Charge**
Mike Huss, Ione Elementary
Kelly Churchill, Chris Garcia (split), Jackson Elementary
Laurie Braun, Pine Grove Elementary
Todd Peterson, Plymouth Elementary
Kabrina McPartland, Sutter Creek Elementary
Stacey Thomas, Sutter Creek Primary
Theodore Knittel, Jackson Junior High
Rebecca White, Ione Junior High
Christopher Garbarini, Independence High

**Classified~ New Employee**
Grant Kopecki, Night Custodian, 8 hours/12 months, Argonaut High, effective October 10, 2020

**Classified~ Resignation**
Tammy McBroom, Food Service Worker II, 3.75 hours/11 months, Argonaut High, effective June 5, 2020
**Classified~ Promotion**
Marcus Byers, from Night Custodian, Amador High to Maintenance Worker I, 8 hours/12 months, Independence/Transportation, effective October 8, 2020
Toccaro Shepard, from Senior Office Clerk, 5 hours, to Administrative Assistant III, 6.25 hours/217 days, Adult Education, effective October 8, 2020

**RECOMMENDATION:**
Approve Human Resources Consent Agenda

**PRESENTED BY:**  David Vicari, Assistant Superintendent, Human Resources & Labor Relations
TENTATIVE AGREEMENT MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #239 AND
AMADOR COUNTY UNIFIED SCHOOL DISTRICT REGARDING
COVID 19 IMPACTS AND EFFECTS
September 1, 2020

This memorandum is agreed between Amador County Unified School District, ("District"), and the California School Employees Association and its Chapter #239 (together "CSEA") (collectively the "Parties") concerning the impacts and effects of resumed District operations under current-COVID 19 conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

1. Safety: The District shall follow CDC/CDPH guidelines and orders, including but not limited to:

   ▪ Maintaining appropriate changes to physical layout to maintain physical distancing for example:
     ▪ One-way hallways;
     ▪ Barriers for office staff;
     ▪ Barriers for Bus Drivers if practicable;
     ▪ Limits on number of students in classrooms or other spaces
     ▪ Barriers for Food Service Workers (Tables, Safe Procedures for recording student pick up of breakfast and lunch)

   ▪ The provision of many handwashing locations (soap and water, not sanitizer) and adequate time for employees to wash hands, regularly and frequently.

   ▪ The provision of necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).

The District agrees to maintain physical distancing standards in school facilities, including but not limited to implementing plans incorporating the following components:

   ▪ Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals, or current CDC/CDPH/ACPH recommended distance.
• To the extent possible, and as recommended by the CDC/CDPH/ACPH, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and staff as much as possible.

• In a circumstance where sufficient physical distancing is difficult or impossible, all individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidance. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.

The District shall provide sufficient protective equipment to comply with CDPH/ACPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.

The District shall implement a plan for ongoing supply of protective equipment.

The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings.

The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH/ACPH guidance.

The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:

• For staff engaged in symptom screening:
  - Surgical masks, face shields, and disposable gloves; Barriers between screeners and staff or students.

• For front office/technical staff, paraeducators, campus supervisors and other staff:
  - Face coverings and disposable non-latex gloves.

The District shall make available to all bargaining unit employees any protective gear necessary to complete assigned tasks. Unit members should order protective supplies through the site PPE order system. If appropriate protective equipment is not available, employees will not be required to work and may ask for alternative duties.

The District shall require face covering for every person on site, including students and visitors, in accordance with State/ACPH health guidelines and orders.

The District shall enforce appropriate limitations on access to school sites, including screening of students, limits on non-student, non-employee access, and safe arrangements for student drop-off and pickup.
The District shall establish at each site and maintain routine “deep-cleaning” schedule in accordance with State/ACPH guidelines and orders. “Deep-cleaning schedule” is defined as a plan for keeping school facilities at high level of cleanliness, particularly sanitizing high-touch surfaces.

The District shall notify CSEA of any new guidelines from OSHA, Cal/OSHA, ACPH or local health authorities and shall negotiate the effects of implementing those guidelines.

The District agrees to temporary closure and deep cleaning of site upon learning that infected persons were present at a school site.

The District agrees that re-closure of schools shall be based on reliable, measurable data, and that the data shall be made available to CSEA upon request.

The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis and agrees to make updates accessible to employees and parents.

The District agrees to adopt the CDE/ACPH recommendations as to access by parents, students and other persons not on school staff, which state, at a minimum, face coverings should be worn:

- While waiting to enter the school campus
- While on school grounds (except when eating or drinking)
- While leaving school

The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.

The District will:

- Exclude any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC/CDPH and CDPH guidelines for COVID-19 symptoms). Staff should discuss with the parent or caregiver and refer to the student’s health history form or emergency card to identify whether the student has a history of allergies, which would not be a reason to exclude.
- Monitor staff and students throughout the day for signs of illness. Determine any special or unique needs for students with disabilities related to planned district or schoolwide procedures.

Students—Entering Campuses

- **Passive Screening.** Instruct parents to screen students before leaving for school (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
Active Screening. Engage in symptom screening as students enter campus and
buses, consistent with public health guidance, which includes visual wellness
checks and temperature checks with no-touch thermometers (check temperature to
ensure temperatures below 100.4 degrees Fahrenheit), and ask all students about
COVID-19 symptoms within the last 24 hours and whether anyone in their home
has had COVID-19 symptoms or a positive test.

- All students must wash or sanitize hands as they enter campuses and buses.
- Provide supervised, sufficient points of access to avoid larger gatherings.
- Use privacy boards or clear screens when practicable.
- If a student is symptomatic while entering campus or during the school day:
  - Students who develop symptoms of illness while at school should be
    separated from others right away, preferably isolated in a care room through
    which others do not enter or pass. If more than one student is in an isolation
    area, ensure physical distancing.
  - Any students or staff exhibiting symptoms should be required to immediately
    wear a face covering and wait in an isolation area until they can be transported
    home or to a health care facility.
  - Students should remain in isolation on the care room with continued
    supervision and care until picked up by an authorized adult.

- Follow established guidelines for triaging students at each school site, recognizing not
  all symptoms are COVID-19 related.
- Advise parents of sick students that students are not to return until they have met
  CDC/CDPH/ACPH criteria to discontinue home isolation.
- Develop a plan for if students are symptomatic when boarding the bus.
- Protect and support students who are at higher risk for severe illness (medical
  conditions that the CDC/CDPH says may have increased risks) or who cannot safely
  distance from household contacts at higher risk by providing options such as virtual
  learning or independent study.

Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee may report,
in writing, any unsafe condition in the working environment to the immediate supervisor.
The supervisor shall, within two (2) working days, respond in writing to the employee,
with simultaneous copy to CSEA, stating what has been done to make the condition safe
or, if no action will be taken, the reason(s) why. This method of resolving safety
concerns shall not displace the right to file OSHA or other administrative complaints or
to bring a grievance for violation of this agreement.

All employees shall have the right, without retaliation, to refuse to perform work
reasonably considered to be unsafe (related to noncompliance with the COVID-19 Safety
Plan), by notifying their supervisor in writing of such refusal and the basis therefore.
Employees may be directed to complete alternate work or work under modified
conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

Outside Visitors and Groups

The District agrees to:

- Limit access to campus for parents and other visitors.
- Evaluate whether and to what extent external community organizations can safely utilize the site and campus resources. Ensure external community organizations that use the facilities also follow the school’s health and safety plans and CDPH/ACPH guidance.
- Review facility use agreements and establish common facility protocols for all users of the facility.
- Establish protocol for accepting deliveries safely.

Training on Hygiene

The District agrees to follow the CDE’s hygiene training recommendations, which state:

- The District Plan to address hygiene practices (PDF) to ensure personal health and safety in school facilities and vehicles.
- In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, develop a plan for handwashing that includes:
  - Providing opportunities for students and staff to meet handwashing frequency guidance.
  - Ensuring sufficient access to handwashing and sanitizer stations. Consider portable handwashing stations throughout a site and near classrooms to minimize movement and congregations in bathrooms to the extent possible.
- Ensuring fragrance-free hand sanitizer (with a minimum of 60 percent alcohol) is available and supervised at or near all workstations and on buses. Children under age nine should use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222. Note: frequent handwashing is more effective than the use of hand sanitizers.
- Train staff and students on proper handwashing techniques and PPE/EPG use, including the following:
  - Scrub with soap for at least 20 seconds or use hand sanitizer if soap and water are not accessible. Staff and students should use paper towels (or single use cloth towels) to dry hands thoroughly.
  - Wash hands when: arriving and leaving home; arriving at and leaving school; after playing outside; after having close contact with others; after using shared surfaces or tools; before and after using restroom; after
blowing nose, coughing, and sneezing; and before and after eating and preparing foods.

- CDC/CDPH/ACPH guidance on proper PPE use.
- Teach staff and students to:
  - Use tissue to wipe the nose and cough and sneeze inside the tissue.
  - Not touch the face or face covering.
- Training and information should be provided to staff and students on proper use, removal, and washing of cloth face coverings [using information on CDC/CDPH/ACPH website].

2. **Screening:** The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC/CDPH/ACPH guidelines.

The District agrees to monitor staff and students throughout the day for signs of illness; send home staff and students with a fever of 100.4 degrees or higher, cough or other COVID-19 symptoms.

The District agrees to engage in the following “Active Screening” of staff:

- Engage in symptom screening as staff enter worksites, consistent with public health guidance, which includes visual wellness checks and temperature checks with no-touch thermometers (check temperature to ensure temperatures below 100.4 degrees Fahrenheit), and ask all staff about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test.

Temperature checks and questionnaires shall be performed in confidential manner.

Screening records shall be kept confidential.

Safety screenings and any necessary medical examinations are strictly limited to COVID and shall not be used to inquire into other medical conditions.

The parties agree that screening shall be considered a part of the standard workday. No employee shall be required to be screened prior to their designated start time.

3. **Testing and Tracing:** The ACPH shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19 in accordance with CDPH/ACPH guidelines.

The District or ACPH shall notify bargaining unit employees who have been exposed to COVID-19 at work.

The District shall notify CSEA/Chapter President/Designee of bargaining unit member exposure to COVID-19, in accordance with ACPH guidelines.
The District/ACPH shall provide COVID testing at no expense to bargaining unit employees where potential exposure has occurred. Unit members may ask for an alternative method of screening.

CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

4. **Leave:** The District shall follow current law in regard to worker compensation claims.

The District shall work with employees requesting leaves in accordance with current COVID 19 related laws and at the direction of the ACPH Officer.

Please refer to attached Department of Labor Families First Coronavirus Response Act poster. *(Attachment A)*

The parties acknowledge that these changes apply to District employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children, including leave found in Labor Code 230.8.

**Other forms of leave:** Employees who have exhausted accrued sick leave may use extended sick leave. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individual leaves or pay.

**No loss of pay during COVID-19 related closures or curtailments:** In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.

**CSEA support for full funding:** CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to epidemic.

5. **Accommodation:** The District explicitly acknowledges that the interactive process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.
The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks?) or who cannot safely distance from household contacts at higher risk by providing options such as telework or negotiated change in classification or duties.

If reasonable accommodations are not practicable, the District should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee’s earned leave.

The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

The District agrees to initiate the interactive process for employees whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19.

The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

- Providing additional or enhanced personal protective equipment (PPE);
- Placing physical barriers to separate the vulnerable employee from coworkers or the public;
- Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
- Moving the employee workstations.

The District shall utilize “hold-harmless” leave when no reasonable accommodation can be reached. In other words, the employee will be placed on paid leave (not deducted from existing leave banks) or be allowed to work from home.

6. **Return Personnel:** The District and CSEA agree that CSEA bargaining unit employees may be allowed to telecommute (work from home) on a case by case basis, in order to help maintain necessary social distancing requirements for the 2020-2021 year.

Depending on the orders of CDPH/ACPH and for classifications with essential functions that cannot be done remotely (Campus Supervisors, Recess and Lunch Duty Aides, Health Aides, Mail Delivery, Food Service Workers, Maintenance Workers, Library Clerks and Library Media Clerks, Bus Drivers) may rotate employee schedules so that employees minimize their need to physically report into their department or office when practicable. When employees are not physically in the office, they shall work from home during their assigned duty day.

The District will provide those working in the CSEA bargaining-unit classifications with all of the equipment needed to perform their assigned duties while telecommuting (working from home).
CSEA bargaining-unit employees who are telecommuting may be required to report to work at a District site periodically. Supervisors shall establish a monthly schedule for anyone telecommuting that is going to be required to report to work at a District site. The schedule shall be posted at least five (5) business days before the start of the month.

While telecommuting (working from home) CSEA bargaining-unit employees are expected to be available to perform their normal duties during their normal designated working hours. Unit members who are not able to perform their normal duties during working hours need to follow District absence procedures.

7. **Duties:** The District shall maintain specific plans on how to follow CDC/CDPH/ACPH guidelines with current staffing levels or added positions.

The District and CSEA acknowledge that California Education Code §45101(a) and §88001(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. The District shall compensate all employees pursuant to Article VII Section 7.10.1 when employees are assigned to work in a higher classification/Article VII Section 7.10 working out of classification.

The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA’s rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

**Temporary Duties**

The parties recognize that because of the coronavirus epidemic and the changes in operations that it requires, certain new job duties have arisen. The parties agree that job duties that are new to the District due to coronavirus may be assigned to classified staff as specifically set forth as follows:

**School Bus Drivers, Campus Supervisors** - Working under the direction of the site Principals may be assigned duties that include disinfecting surfaces, cleaning windows, sweeping and mopping floors, sanitizing classrooms bathrooms and offices (light cleaning assignments), assisting with distribution and compiling student materials; and distributing food.

**Library Clerks/Library Media Clerks/Clerks** - Working under the direction of the site Principals in addition to their regular assignment may be assigned duties that include disinfecting surfaces, cleaning windows, sweeping and mopping floors, sanitizing classrooms bathrooms and offices (light cleaning assignments), assisting with distribution and compiling student materials; and distributing food.
Unit members whose classification can allow it and who have children whose childcare center or school is closed may telecommute in coordination with their supervisor/site administrator.

No unit member shall be assigned temporary duties that are found outside the physical requirements found in their job description.

Reporting Hours

Transportation workers reporting hours may be flexed during the time that home to school busings is not required in coordination with the Transportation Director. Workers will continue to work the hours that are ratified, however, there is no need for a split shift during Distance Learning.

Food Service workers reporting hours may be flexed during the duration of this agreement in coordination with the Food Service Director.

Unit members where the proposed reporting flex hours create a hardship, may request to meet with their supervisor and a union representative, (at their request) to discuss alternative reporting hours.

Nothing in this agreement will change the ratified hours worked per day of any bargaining unit member.

In the event that the learning models changes the District agrees to meet and negotiate any impacts to the workloads of bargaining unit members.

The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:

- Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations.
- Safe Serve Training for Food Service Workers
- For staff who use hazardous chemicals for cleaning, specialized training is required.
- Physical distancing of staff and students.
- Symptom screening, including temperature checks.
- Updates to the Injury and Illness Prevention Plan (IIPP).
- State and local health standards/recommendations.

Bargaining Unit members who do not feel they are adequately trained to perform duties outside their classification will be allowed to seek a reasonable accommodation so that they can continue their duties in their normal classification.
8. **Calendar 2020-2021 Revisions:** The Parties agree that the 2020-2021 Calendar will be revised as follows: Presidents Day, February 12; 12- and 11-month unit members will now be expected to work this date, they will be awarded a Floating holiday in exchange. 10-month employees will be granted a Float day in exchange for working this date to be used on June 7, 2021, or any date mutually acceptable between the Unit member and their direct Supervisor. **10-11 month employees who reported to work August 12, 13, and 14, may either fill in a timesheet for these dates and be paid for them or they may, with the approval of their supervisor, use these hours as compensatory time and be able to take off dates mutually acceptable with their supervisor. Unit members will make their choice to either time sheet or schedule their compensatory days within 5 calendar days after the ratification of this agreement. (See Attached Revised Calendar)**

9. **Information and Further Negotiation:** The District will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

10. **Compliance with further governmental orders:** The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives.

11. **Duration of Agreement:** This agreement shall remain in effect through June 30, 2021.

12. **Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for binding arbitration by a neutral arbitrator.

Dated: 10-2-20

By: [Signature]
For District

Dated: 9/29/2020

By: [Signature]
For California School Employees Association

Dated: [Signature]
By: [Signature]
For California School Employees Association
## Amador County Public Schools

### 2020-2021 District Calendar ~ REVISED

**First day of School:** August 17, 2020

**Last day of School:** June 4, 2021

### Calendar

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<th>Month</th>
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### First Quarter

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### Holidays

- **CSEA Float Holiday**
- **Non-school day**
  - (only 12 month employees scheduled to work)
- **Certificated Pre-Service Days**
  - 3rd pre-service day to be scheduled by mutual agreement with site administrator
- **Minimum Days ~ All Schools**
  - 180
- **Minimum Days ~ Elementary Only**
  - (if needed)

**Board Approved:**
- 5 Summer School TBD

**ACOE IA Professional Development:** August 11, 2020

**Non work day for 12 month classified employees**
**Payroll 9/1/2020 - 9/30/2020: 2,696,270.37**

**WARRANTS**

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</tbody>
</table>

362,433.60

If there are any questions regarding any of the payments, please contact Jared Critchfield @ 257-5375 or Nancy Kohlman @ 257-5333
OCTOBER 7, 2020

AGENDA ITEM #: 12.4a

SUBJECT:  
Williams Act Quarterly Report for July – September 2020

BACKGROUND INFORMATION:  
California Education Code 35186 sets forth guidelines whereby a school district must report any filed Williams Act complaints to the Amador County Unified School District’s Governing Board on a quarterly basis. There were no Williams Act complaints filed with the Amador County Unified School District for the months of July, August or September 2020.

FISCAL IMPLICATION:  
None

RECOMMENDATION:  
The Superintendent recommends that the Board approve the Williams Act Quarterly Report.

PRESENTED BY:  
Sean Snider, Assistant Superintendent, Educational Services
OCTOBER 7, 2020

AGENDA ITEM #: 13.1

SUBJECT: Sunbelt Staffing Services Contract – Discussion/Action

BACKGROUND INFORMATION:
The major focus of school health services is the prevention of illness and disability, and the early detection and correction of health problems among students. The school nurse meets this job goal by providing mandated and required services to each school in the District. For details, reference the job description here: https://amadorcoe.org/wp-content/uploads/School-Nurse-Revised5.13.2020.pdf.

Two of the District’s three school nurses resigned at the end of the 2019-2020 school year. The positions were temporarily placed on hold due to uncertain budget issues related to the Governor’s May Revision of the State Budget. Once the State Budget was enacted with a zero COLA, the two positions were posted on the EdJoin system. Interviews were held with the limited number of applicants received. A position was offered to one candidate who then declined the offer.

At this time, the Sunbelt Staffing contract is needed to provide another option to ensure the District can provide necessary health services for our students for the 2020-2021 school year. The two school nurse positions will remain open and posted until filled.

FISCAL IMPLICATIONS:
Both school nurse positions are included in the Board approved 2020-2021 budget. This contract will be funded from the District’s general fund where the positions are currently budgeted, and will not exceed $100,000.

RECOMMENDATION:
The Superintendent recommends approval of the 2020-2021 Sunbelt Staffing Contract.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: February 05, 2020
NPA ID: 9900161
Nonpublic Agency: Sunbelt Staffing, LLC
Site Administrator: Jena Zander
Site Address: 2055 Gateway Place Suite 300
City: San Jose CA 95110
Maximum Capacity: 76+ Grades: PK to 12 Student Gender: Coed

2020 CERTIFICATION STATUS:
APPROVED

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.

EFFECTIVE DATES:
January 01, 2020 through December 31, 2020

Authorized Sites to Serve: ✓ LEAs □ NPA Site □ NPS Sites □ Virtual Services

Authorized to Provide the Following Related Services:

APE □ BII ✓ LSDLR □ PCT □ SDTI □ VECD
AS □ CG □ MT ✓ PS □ SW □ LI: Educational Interpreter
ATS ✓ EE □ OM ✓ PT ✓ TS □ Other Services Authorized:
BID □ HNS □ OT □ RS □ VS

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Focused Monitoring and Technical Assistance VI Unit
Special Education Division
**W-9 Request for Taxpayer Identification Number and Certification**

> Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the requestor. Do not send to the IRS.**

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sunbell Staffing, LLC</td>
</tr>
<tr>
<td>2</td>
<td>Business name/disregarded entity name, if different from above</td>
</tr>
<tr>
<td>3</td>
<td>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</td>
</tr>
<tr>
<td></td>
<td><strong>☐</strong> Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td></td>
<td><strong>☐</strong> C Corporation</td>
</tr>
<tr>
<td></td>
<td><strong>☐</strong> S Corporation</td>
</tr>
<tr>
<td></td>
<td><strong>☐</strong> Partnership</td>
</tr>
<tr>
<td></td>
<td><strong>☐</strong> Trust/estate</td>
</tr>
<tr>
<td></td>
<td><strong>☑</strong> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)</td>
</tr>
<tr>
<td>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is not disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</td>
</tr>
<tr>
<td></td>
<td><strong>Exempt payee code (if any) XXX</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Exemption from FATCA reporting code (if any) XXX</strong></td>
</tr>
<tr>
<td></td>
<td>Applies to accounts maintained outside the U.S.</td>
</tr>
<tr>
<td>5</td>
<td>Address (number, street, and apt. or suite no.) See instructions. 3687 Tampa Road, Suite 200</td>
</tr>
<tr>
<td>6</td>
<td>City, state, and ZIP code Oldsmar, FL 34677</td>
</tr>
<tr>
<td>7</td>
<td>List account number(s) here (optional)</td>
</tr>
</tbody>
</table>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN later. Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Social security number</td>
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</tr>
<tr>
<td>or Employer identification number</td>
<td>5 9 3 6 7 5 9 1 0</td>
</tr>
</tbody>
</table>

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person: 

Date: 01/22/2019

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
# Certificate of Liability Insurance

## Important Information

- The certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed.
- Subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## Insured

- Sunbelt Staffing LLC
- 10151 Deerwood Park Blvd.
- Building 200, Suite 400
- Jacksonville, FL 32256

## Certificate holder

- Lodi Unified School
  - 1305 E Vine St
  - Lodi, CA 95240

## Certificate Number

- CN101540284-ALL-ALL-19-20

## Certificates of Insurance Affording Coverage

- AXA Insurance Company
- National Union Fire Insurance Co Of Pittsburgh
- Hartford Fire Insurance Company
- Insurance Company of the State of Pennsylvania
- New Hampshire Insurance Company
- American Home Assurance Company
- Hartford Fire Insurance Company

## Coverage

- **Commercial General Liability**
  - Claims-Made
  - Occurrence

- **Auto Liability**
  - Any Auto
  - Owned Autos Only
  - Hired Autos Only

- **Workers Compensation and Employers Liability**
  - E & O / Professional Liability
  - E.L. DISEASE

### Limits

- **BODILY INJURY (Per accident)**
  - $2,000,000

- **BODILY INJURY (Per person)**
  - $5,000,000

- **PROPERTY DAMAGE**
  - $5,000,000

- **AGGREGATE**
  - $5,000,000

- **COMBINED SINGLE LIMIT**
  - $20,000,000

### Policy Information

- **Policy Number**: PCS002071(19)
- **Policy Effective Date**: 01/01/2019
- **Policy Expiration Date**: 01/01/2020

### Certificates of Insurance Affording Coverage

- **Insurer A**: AXA Insurance Company
- **Insurer B**: National Union Fire Insurance Co Of Pittsburgh
- **Insurer C**: Insurance Company of the State of Pennsylvania
- **Insurer D**: New Hampshire Insurance Company
- **Insurer E**: American Home Assurance Company
- **Insurer F**: Hartford Fire Insurance Company

### Description of Operations

- Lodi Unified School is/are included as Loss Payee regarding Crime Policy where required by written contract.

### Certificate Holder

- Lodi Unified School
  - Attn: Jon Price/Lisa Ruby

### Cancellation

- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

### Authorized Representative

- Manashi Mukherjee
  - of Marsh USA Inc.

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**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
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</tr>
<tr>
<td>EFFECTIVE DATE</td>
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</table>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- WORKERS COMP CONTINUED:
- INSURER: NEW HAMPSHIRE INSURANCE COMPANY
- POLICY NUMBER: WC 46912853
- STATES: MA, ND, WA, WI, WY
- POLICY PERIOD: 01/01/2019 - 01/1/2020
- LIMITS:
  - EL EACH ACCIDENT: $1,000,000
  - EL DISEASE: $1,000,000
  - EL DISEASE - EACH EMPLOYEE: $1,000,000
- EXCESS WORKERS COMP-OHIO ONLY:
- INSURER: NATIONAL UNION FIRE INSURANCE COMPANY OF PA
- POLICY NUMBER: XWC 5565586
- POLICY PERIOD: 01/01/2019 - 01/01/2020
- LIMITS:
  - SIR: $3,000,000
  - EL EACH ACCIDENT: $1,000,000
  - EL DISEASE: $1,000,000
  - EL DISEASE - EACH EMPLOYEE: $1,000,000
- CYBER:
- INCLUDING NETWORK SECURITY:
- PRIVACY EVENT EXPENSE:
- POLICY NUMBER: USF00034019
- CARRIER: ALLIANZ UNDERWRITERS INSURANCE COMPANY
- POLICY PERIOD: 01/01/2019 - 01/01/2020
- LIMIT: $5,000,000
- DEDUCTIBLE: $250,000
- CRIME:
- WITH THIRD PARTY COVERAGE:
- POLICY NUMBER: CRM1008415-04
- CARRIER: ZURICH AMERICAN INSURANCE COMPANY
- POLICY PERIOD: 04/08/2019 - 04/08/2020
- LIMIT: $10,000,000
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization you are required by written contract to include as a additional insured. This insurance shall not exceed the lesser of:</td>
<td></td>
</tr>
<tr>
<td>• The limits of liability specified in the written contract or agreement; or</td>
<td></td>
</tr>
<tr>
<td>• The limits of insurance provided by this policy.</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
<table>
<thead>
<tr>
<th>Discipline</th>
<th>Rate Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speech Language Pathologist*</td>
<td>$77-115</td>
</tr>
<tr>
<td>Physical and/or Occupational Therapist*</td>
<td>$77-115</td>
</tr>
<tr>
<td>SLPA, PTA and/or COTA*</td>
<td>$50-75</td>
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<tr>
<td>CFY*</td>
<td>$70-95</td>
</tr>
<tr>
<td>Schools Nurses – RN/LPN</td>
<td>$45-85</td>
</tr>
<tr>
<td>Psychologist*</td>
<td>$75-115</td>
</tr>
<tr>
<td>Behavior Specialist -BCBA</td>
<td>$65-80</td>
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<tr>
<td>Guidance Counselor</td>
<td>$65-80</td>
</tr>
<tr>
<td>Social Worker</td>
<td>$60-80</td>
</tr>
<tr>
<td>Special Education Teacher*</td>
<td>Call for Rate</td>
</tr>
<tr>
<td>Life Skills Teacher</td>
<td>Call for Rate</td>
</tr>
<tr>
<td>Sign Language Interpreter*</td>
<td>$60-90</td>
</tr>
<tr>
<td>Teacher of the Visually Impaired</td>
<td>Call for Rate</td>
</tr>
<tr>
<td>Adaptive Physical Education Teacher</td>
<td>$80-130</td>
</tr>
<tr>
<td>Orientation Mobility Specialist</td>
<td>$75-90</td>
</tr>
<tr>
<td>Music Therapist</td>
<td>$65-80</td>
</tr>
<tr>
<td>Instructional Aide /ABA Aides</td>
<td>$43-58</td>
</tr>
<tr>
<td>Teletherapy SLP/Psych/OT/Other</td>
<td>Add $5-15</td>
</tr>
</tbody>
</table>
enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Consultants (“Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. **Scope of Services.**
Sunbelt, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Sunbelt will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers’ compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.

2. **Independent Contractor.**
The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor that each Consultant shall be an employee of Sunbelt and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. **Telepractice Services.**
Sunbelt, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision’s telepractice services.

4. **Insurance.**
Sunbelt will maintain at least the following minimum amounts of insurance:
- General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
- Workers Compensation - in accordance with state regulations.
- Employers Liability - $1,000,000.
- Excess Liability over General Liability and Employer’s Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
- Professional Liability of $1,000,000 per occurrence and $3,000,000 aggregate.

5. **Competency and Licensing.**
Sunbelt will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Sunbelt will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate Consultant records that Sunbelt may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Sunbelt will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant’s licensure and certifications as acceptable.

6. **On-Site Responsibility.**
Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Sunbelt is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of
practice and acknowledges that Sunbelt is not responsible for the Consultant's on-site performance given that Sunbelt does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client’s policies and procedures as orientated to Sunbelt’s Consultant should be reported in writing and directly to Sunbelt immediately so that Sunbelt may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant’s compliance with health and safety requirements, including those instituted by Client.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Sunbelt for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant’s assignment through Sunbelt. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to $22,500 or thirty-five (35) percent (whichever is greater) of the Consultant’s first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Sunbelt upon start date.

It is the policy of Sunbelt to provide equal opportunity to all Consultants for employment. Sunbelt and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Professional Fees.
Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client’s responsibility to notify Sunbelt if pre-approval is required for any or all overtime hours prior to any such hours being worked. Client contract with a Consultant requiring relocation, Client will pay a one-time fee of four hundred dollars ($400.00) to cover travel and relocation expenses for each Consultant assigned to Client facility(ies).

10. Payment Terms.
Client will be billed on a weekly basis for all services provided during the previous week. Payment is due within fifteen (15) days of receipt of invoices. Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney’s fees and costs. Additionally, Sunbelt reserves the right to approve or to discontinue any extension of credit and the terms governing such credit. Should billing disputes arise, Client shall notify Sunbelt in writing within thirty (30) days of the receipt of the disputed invoice. Once the dispute has been addressed and all required corrections/adjustments have been made the original payment terms and default after 30 days will be in place.

11. Administrative Responsibilities.
Client shall be responsible for orienting Consultant to Client’s policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client’s policies and procedures, Client must notify Sunbelt in writing within three (3) business days of alleged failure. Failure to notify Sunbelt before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client’s assigned representative are not subjected to billing dispute if Client fails to notify Sunbelt of time sheet and work performed discrepancies.

12. Limitation of Liability.
NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

13. Incident and Error Tracking.
Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.
Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Sunbelt's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Sunbelt concurrently with Client for the purpose of reporting such event to Sunbelt’s worker’s compensation carrier. If Sunbelt's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt and Sunbelt's Consultant.

15. Termination of Contracted Assignment with Cause.
Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered averse to the overall operation of Client. Client may request that Sunbelt facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Sunbelt has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Sunbelt’s notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Sunbelt's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Sunbelt shall have five (5) business days to refill the position in the event of termination with cause. Should Sunbelt identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant’s assignment.

16. Termination of Contracted Assignment without Cause.
Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days’ notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

17. Guaranteed Minimum Hours.
Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

18. Paid Sick Leave.
For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

19. Unscheduled Facility Closure Policy.
Sunbelt will incur fixed expenses over the entire course of a Consultant’s contract assignment with Client related to the Consultant’s housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant’s assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Sunbelt. Sunbelt and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual
services, Client will be invoiced and shall pay for each such affected Consultant’s services at the reduced rate of 75% of the regular hourly bill rate for the total hours normally scheduled for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.
If client requires Consultant to travel to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager. The Sunbelt manager contact is:

Sunbelt Division Director, Telephone: Kim Western, 813-792-3433

22. Indemnification.
To the extent permitted by law, each party will be responsible for damages associated with third party claims to the extent of their respective negligence, willful misconduct or breach of this agreement.

23. Confidentiality.
Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Sunbelt shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

Sunbelt shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g (“FERPA”) and acknowledges that certain information about the Client's students is contained in records maintained by Sunbelt and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant’s election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. Client shall immediately notify Sunbelt if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Sunbelt of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Sunbelt by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Sunbelt. The Client and Sunbelt expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions

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3687 Tampa Road, Suite 200, Oldsmar, Florida 34677 Toll Free: 800.659.1522
Rev 07/2020
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to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant’s interest in retirement system/pension.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party’s business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Survival.
The parties’ obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

This Agreement shall be governed by the laws of the state of Delaware.

29. Entire Agreement.
This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement)*

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**Amador County Unified School District**

Client Name

Client Representative Signature  Date

Print Name

Title

**SUNBELT STAFFING, LLC**

DocuSigned by  10/1/2020

Sunbelt Representative Signature  Date

Kimberly Western

Print Name

Vice President

Title
Client Assignment Confirmation (Addendum A)
Education Division

Client agrees to pay Sunbelt for hours worked by Consultant on the following terms:

- **Client Name:**
- **Sunbelt Consultant:**
- **Position:**
- **Assignment Start Date:**
- **Assignment End Date:**
- **Bill Rate per Hour:**
- **Overtime Rate per Hour:**
- **Minimum Weekly Hours:**
- **Expenses:**
- **Miscellaneous:**

Sales tax will be due to professional fees if required by state law and client is not a tax-exempt entity.

Client agrees it shall not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID-19 virus while on school site.

Option of virtual services will be offered by Sunbelt in lieu of onsite services.

All precaution will be taken by the Client to create a safe and healthy environment.

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**SUNBELT STAFFING, LLC**

Client Name

Client Representative Signature  Date

Sunbelt Representative Signature  Date

Print Name  Print Name

Title  Title

*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Sunbelt is notified of changes by Client within forty-eight (48) hours of client’s receipt of this Client Assignment Confirmation.*
In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

**Standard Credentialing Package**
As part of our Standard Credentialing Package, Sunbelt will provide the following prior to the start of a contracted assignment.

**PROFESSIONAL:**
- Current CV / Resume
- Current Skills Checklist
- References

**LICENSURE:**
- Professional License
- Professional License Verification

**EDUCATION:**
- CDC Guidelines for School Professionals
- FERPA Guidelines

**BACKGROUND:**
- Criminal Background Check
- EPLS/GSA Exclusion Search
- HHS/OIG Search
- Sexual Offender Search
- OFAC Search

**MEDICAL:**
- Hepatitis B Vaccination / Declination Form
- MMR Vaccination / Declination Form
- Physical Examination Waiver
- 10-Panel Drug Screen

**Credentialing Documents should be:**
- a. Sent to District prior to assignment start
- b. Documented in an Attestation that will be provided to District prior to assignment start
- c. Held on file by Sunbelt and provided should District request

**Licensing Details**
Will the contracted professional be permitted to attend Orientation while license is in process?  □ YES □ NO
Will the contracted professional be permitted to start their assignment while license is in process?  □ YES □ NO

**School Calendar Request**
- □ Check box to attach
- □ Check to fax to 877-831-8511
### Rate Schedule

<table>
<thead>
<tr>
<th>Category</th>
<th>Bill Rate per Regular Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speech Language Pathologist</td>
<td>$77-110 (per hour)</td>
</tr>
<tr>
<td>Physical and/or Occupational Therapist</td>
<td>$77-110 (per hour)</td>
</tr>
<tr>
<td>SLPA, PTA and/or COTA</td>
<td>$55-75 (per hour)</td>
</tr>
<tr>
<td>CFY</td>
<td>$70-95 (per hour)</td>
</tr>
<tr>
<td>School Nurse – RN/LPN</td>
<td>$45-75 (per hour)</td>
</tr>
<tr>
<td>Psychologist</td>
<td>$75-110 (per hour)</td>
</tr>
<tr>
<td>Behavior Specialist</td>
<td>$65-80 (per hour)</td>
</tr>
<tr>
<td>Guidance Counselor</td>
<td>$65-80 (per hour)</td>
</tr>
<tr>
<td>Social Worker</td>
<td>$65-80 (per hour)</td>
</tr>
<tr>
<td>Special Education Teacher</td>
<td>Call for Rate-</td>
</tr>
<tr>
<td>Life Skills Teacher</td>
<td>Call for Rate-</td>
</tr>
<tr>
<td>Sign Language Interpreter</td>
<td>$60-90 (per hour)</td>
</tr>
<tr>
<td>Teacher of the Visually Impaired</td>
<td>Call for Rate-</td>
</tr>
<tr>
<td>Adaptive Physical Education Teacher</td>
<td>$80-110 (per hour)</td>
</tr>
<tr>
<td>Orientation and Mobility Specialist</td>
<td>$75--90 (per hour)</td>
</tr>
<tr>
<td>Music Therapist</td>
<td>$65-80 (per hour)</td>
</tr>
<tr>
<td>Other: Teletherapy</td>
<td>$Add $10-15 (per hour)</td>
</tr>
<tr>
<td>Other: TDHH</td>
<td>$70-135 (per hour)</td>
</tr>
<tr>
<td>Other: AT Spec</td>
<td>$70-135 (per hour)</td>
</tr>
</tbody>
</table>

**Substitute for any discipline provided**

$15.00 per hour additional to rate quoted

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2. Rates will increase by a minimum of $4.00/hour for each consecutive assignment.

3. **Overtime**

   All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. Work week is defined as Sunday thru Saturday.

   - [ ] No Overtime Hours are authorized under this Agreement
   - [ ] Pre-approval of Overtime Hours Required.
     - [ ] Approval may be given in writing or verbally.
     - [ ] Approval may be given in writing only

4. **Mileage**

   If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the currently acceptable IRS reimbursement rate.
CLIENT

In an effort to increase efficiency for our Clients, Sunbelt Staffing will email service invoices. Should you wish to opt out of this process, please check here ☐

Client Name: ________________________________
Invoicing Contact: ____________________________
Invoice Email: ________________________________
Invoice Email CC: ________________________________
Billing Address: ________________________________
City, State, Zip: ________________________________
Telephone: ________________________________

Staffing Contact
Name: ________________________________
Email: ________________________________
Phone: ________________________________
Fax: ________________________________

Accts Payable Contact
Name: ________________________________
Email: ________________________________
Phone: ________________________________
Fax: ________________________________

Credentialing Contact
Name: ________________________________
Email: ________________________________
Phone: ________________________________
Fax: ________________________________

SUNBELT STAFFING, LLC

Correspondence Address
Correspondence, Contracts, Contract Addendums, Notices, etc.
3687 Tampa Road, Suite 200
Oldsmar FL 34677
Fax Number: 877-831-8511

Remittance Address
Only payments should be sent to this address
PO Box 934411
Atlanta, GA 31193-4411

Account Representatives
Name: Kristina Morris
Email: Kristina.Morris@sunbeltstaffing.com
Telephone: 813-792-3429

Billing Disputes and Purchase Orders
Attention: Brandi Needham
Email: brandi.needham@sunbeltstaffing.com
Fax: 877-831-8511

3687 Tampa Road, Suite 200, Oldsmar, Florida 34677  Toll Free: 800.659.1522
Rev 07/2020
SUBJECT:
Capital Adult Education Regional Consortium (CAERC) Memorandum of Understanding (MOU) – Discussion/Action

BACKGROUND INFORMATION:
The 2013-14 state budget, under the auspices of Assembly Bill 86, appropriated $500 million to the California Community College Chancellor’s Office to provide funding for adult education. AB 86 supported the development of 71 regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. CAERC is comprised of 14 members including 11 K-12 school districts, 2 county offices of education, the Los Rios Community College District (4 colleges), and 24 partner agencies.

CAERC assists with the distribution of funds, reporting requirements for California Adult Education Program (CAEP), and carrying out the requirements for receiving the CAEP funding. CAERC also supports in areas such as professional development activities, creating programs for adults related to earning a high school diploma, training related to entry or re-entry into the workforce, programs for adults to develop knowledge to assist school-aged children to succeed academically in school, programs for adults with disabilities, programs with pre-apprenticeship training activities, and programs for immigrants eligible for English as a second language and workforce preparation.

This MOU formalizes the ACUSD relationship with CAERC for Fund F (2020-2021 school year) and articulates the roles and responsibilities of each party.

FISCAL IMPLICATIONS:
This MOU includes $679,923 in Adult Education State funding.

RECOMMENDATION:
The Superintendent recommends approval of the MOU between CAERC and ACUSD.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
Memorandum of Understanding (MOU) # 20-F-AC
Between
Sacramento County Office of Education (SCOE)
and
Amador County Unified School District

Term of Agreement – July 1, 2020 through June 30, 2023

I. Purpose and Parties
The purpose of this MOU is to document the relationship and articulate roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC) fiscal agent and program manager (SCOE) and each of the CAERC members. This Memorandum of Understanding is entered into between Sacramento County Office of Education (SCOE) and Amador County Unified School District. Amador County Unified School District and SCOE hereby agree to the following terms of this MOU. Amador County Unified School District is a member of CAERC. Amador County Unified School District hereinafter is referred to as “CAERC Member.”

II. Background

AB 86 Planning Grant
The 2013-14 State Budget, under the auspices of Assembly Bill 86, appropriated $25 million to the California Community College Chancellor’s Office (CCCCO) to provide funding for two-year adult education planning and implementation grants. AB 86 supported the development of regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. From July 1, 2013 to December 31, 2015, AB 86 consortia, consisting of K-12 school districts, community college districts, and other partners developed regional education and workforce service plans for adults.

AB 104 Adult Education Block Grant
On June 24, 2015 Governor Jerry Brown signed AB 104 into law. The 2015-16 year represented the transition period from the planning that took place with AB 86 to the actualization of the Adult Education Block Grant (AEBG). The 2015-16, 2016-17 and 2017-18 State Budgets included $500 million in new funding for seven authorized adult education program areas. On February 22, 2018, the CCCCCO and CDE notified all consortia of their intent to award AEBG funding for fiscal years 2018-19 and 2019-20. AEBG Office issued preliminary allocation schedule, which included a proposed increase in funding at $20.5 million. The January 2018 Governor’s Proposed Budget language categorized AEBG as the “ongoing proposition 98 General Fund”.

California Adult Education Program
On July 1, 2019, the name change came into effect from Adult Education Block Grant to California Adult Education Program (CAEP) as defined in California Education Code, Title 3, Division 7, Part 50, Chapter 5, Article 9 [84900 – 84920].
Program and Fiscal Year 2020-21
For fiscal year 2020-21, the California Adult Education Program Office allocated a total of $11,986,773 to the Capital Adult Education Regional Consortium. This allocation is locally designated as Fund F.

Education Code 84914 guides the allocation process for all members as follows.

84914.
(a) As a condition of receipt of an apportionment from the program, a consortium shall approve a distribution schedule that includes both of the following:
   (1) The amount of funds to be distributed to each member of the consortium for that fiscal year.
   (2) A narrative justifying how the planned allocations are consistent with the adult education plan.

(b)
   (1) For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium greater than the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall be equal to or greater than the amount distributed in the prior fiscal year, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced:
      (A) The member no longer wishes to provide services consistent with the adult education plan.
      (B) The member cannot provide services that address the needs identified in the adult education plan.
      (C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.
   (2) For any year for which the chancellor and the Superintendent allocate an amount of funds to the consortium less than the amount allocated in the prior year, the amount of funds to be distributed to a member of that consortium shall not be reduced by a percentage greater than the percentage by which the total amount of funds allocated to the consortium decreased, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced further:
      (A) The member no longer wishes to provide services consistent with the adult education plan.
      (B) The member cannot provide services that address the needs identified in the adult education plan.
      (C) The member has been ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.

(c) A distribution schedule shall also include preliminary projections of the amount of funds that would be distributed to each member of the consortium in each of the subsequent two fiscal years. The preliminary projections shall not constitute a binding commitment of funds.
Role and Function of CAERC
The Capital Adult Education Regional Consortium is comprised of 14 members: 11 K-12 school districts, 2 county offices of education, and the Los Rios Community College District representing 4 colleges. Members opt in to receiving funds through a base allocation to provide instruction in any of the seven authorized program areas, in accordance with the regional plan. Members collaborate with multiple regional partners to provide support services to the adult learners. SCOE acts as a fiscal agent and a program manager for the consortium.
Funds are allocated at the consortium-level for activities to strengthen the region and to coordinate the financial aspects of the consortium. Regional strategies in the Annual Plan for 2020-21 will also include plans to address the uncertain conditions caused by the unprecedented health, economic and social crisis in the spring of 2020. SCOE-CAERC Program/Fiscal PY 2020-21 budget consists of staff salaries and other associated expenses, for the following services:
- Facilitating and carrying out consortium business and working meetings
- Facilitating and carrying out the work defined by regional strategies
- Facilitating annual and strategic planning processes
- Leveraging regional resources and activities for the benefit of the adult learners
- Carrying out administrative work in support of the overall activities
- CAERC fiscal at 1% of the overall allocation to maintain the following services:
  - Processing member allocations and, if applicable, re-allocations of member funds
  - Hosting quarterly fiscal meetings with district fiscal staff and member representatives
  - Disseminating state updates pertaining to CAEP funds
  - Reviewing quarterly budget and expenditure reports
  - Compiling and storing fiscal data files from members
  - Providing technical assistance with budget, expenses and other reports as required by the State.

III. Role of SCOE and CAERC Member

Role of SCOE
As the fiscal agent, SCOE will distribute consortium funds in accordance to the CAERC Governance and Fiscal Allocation Plans and Policies (amended January 10, 2018), AB 104, and California Education Code section 84913. SCOE will be responsible for collecting, compiling, and reporting consortium-level fiscal and program information.

Role of CAERC Member
CAERC Member will adhere to the agreements outlined in the CAERC Governance and Fiscal Allocation Plans and Policies (amended May 10, 2017). CAERC Member will be responsible for participating in the consortium decision-making process and reporting member fiscal and program information to the consortium, and learner performance data to the CAEP Office as specified in AB 104, Education Code and any associated CAEP guidelines.
Role of Both Parties
Both parties will work together to comply with CAEP reporting requirements. CAEP requires that each consortium report allocations by participating members, budgets by object code, by program area and objective, and file expenditure and progress reports. Allocations by members should match expenditures, follow CAERC’s Annual Plan, and adhere to the expenditure guidelines outlined in the CAEP Fiscal Management Guide.

IV. SCOE Responsibilities
As the CAERC fiscal agent, SCOE will process expenses and expenditure contracts, as agreed upon by the members, and work with the members to implement fiscal decisions per CAERC’s 2020-21 Annual Plan and Three-Year Consortium Plan for 2019-2022.

As the designated fiscal and program information-reporting agency, SCOE will:

1. Upon SCOE’s receipt of CAEP funds from the California Department of Education and California Community College Chancellor’s Office, in accordance to Education Code 84912, SCOE will distribute monthly payments to CAERC members.

2. Starting in 2017, the CAEP Office has been developing - in multiple phases - a new online fiscal reporting system, NOVA, through which CAERC members submit budget and expenditure information directly to the CAEP Office. SCOE will continue to provide member training and support with the reporting system. SCOE will provide the Consortium lead and fiscal staff who will certify member work plans and budgets for the fiscal year.

3. SCOE will facilitate members’ reporting of program-area expenditures for their respective allocations within the consortium.

4. SCOE will compile and report to CAEP any additional qualitative and quantitative consortium-level data, as needed.

5. SCOE will carry out the consortium-level activities as approved by the members in the annual plan for the current program year.

V. CAERC Member Responsibilities
To enable SCOE’s reporting to the CAEP Office, CAERC Member will be responsible for monitoring their own activities and reporting to SCOE all CAERC related fiscal and program activities. This includes any necessary student participation data, expenditure documentation, and any AB104/CAEP information necessary for the successful completion of AB104/CAEP mandated reports, performance measures, and program outcomes. Expenditures must follow CAERC’s Annual Plan, adhere to the expenditure guidelines outlined in the AB 104/CAEP CAEP Adult Education Program Fiscal Management Guide, Allowable Uses of Adult Education
Program Funds, and follow other guidelines established by the CAEP Office. In addition, all CAERC Members will adhere to CAERC-approved policies related to fiscal, program and governance procedures.

CAERC Member will designate a person/persons with proper authority to certify all information submitted to SCOE and NOVA. CAERC Member acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the CAEP program. Furthermore, CAERC Member accepts all liability for any disallowed costs, should they arise.

Subject to 84914.b.2, in exchange for a minimum of $678,431, CAERC Member will:

1. Submit expenditure information.
   a. Report member expenditures into NOVA as per dates set by the CAEP Office.
   b. Report final member expenditures to SCOE within 15 days after the close of the fiscal cycle as outlined in Exhibit A, Shared Fiscal and Budget Agreement Policy, attached and incorporated herein.
   c. Member has until December 30, 2021 to spend funds.
   d. Provide to CAERC Project staff an expenditure summary narrative, progress update narrative and/or other data for the reports as required by the CAEP Office.
   e. Use the lesser of the California Department of Education approved indirect cost rate for Program Year 2020-21 or the maximum set forth by the CAEP Office.

2. Submit required quarterly and end-of-year student level information via the CASAS TOPSpro Enterprise data reporting systems and as specified by the CAEP Office.

3. Conduct professional development activities.
   a. A minimum of $5,000 per year is included in the CAERC Member total allocation for Fund F to cover professional development activities.
      i. This additional funding is specifically allocated to address the following CAERC regional strategy: Offer Professional Development to Support the Regional Strategies
   b. Members may be asked to be responsible for the logistics and cost of hosting consortium meetings and professional development events at their locations.

4. Develop regional partnerships and the CAERC Network of Transition Navigators.
   a. A minimum of $35,000 per year is included in the CAERC Member total allocation for Fund F to cover Transition Navigator network activities and funding.
      i. This additional funding is specifically allocated to address the following CAERC regional strategy: Increase K-12 Adult Education Transition to Workforce and Postsecondary.

5. Submit other data as required by AB 104/CAEP guidelines.
6. Submit reports and questions to the CAERC Office by email: caercsubmit@scoe.net

7. Follow Annual Plan General Assurances:
   b. Spend funds within the CAEP program areas.
   c. Participate in public meetings and decision-making.
   d. Report student data in CASAS TOPSpro Enterprise.
   e. Share information on other resources being used to serve adults.
   f. Share financial expenditure and progress reports with the regional consortium.
   g. Provide services that address the needs identified in the adult education plan.

VI. Term

This MOU Agreement shall be effective July 1, 2020 and ending on June 30, 2023. Either party may terminate this MOU with at least a sixty- (60) day written notice of intention to terminate this agreement. This agreement may also be terminated by CAERC officially designated members if it is determined a member is not compliant with the CAEP Adult Education Program Fiscal Management Guide, Allowable Uses of Adult Education Program Funds or for non-performance with fiscal and/or program reporting or as specified on the CAERC Governance Plan.

VII. Privacy

SCOE and all CAERC members will comply with all state and federal education privacy policies. SCOE and CAERC members will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

VIII. Indemnity

CAERC Member agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CAERC Member, its director, agents, officers, or employees relating to CAERC Member’s duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless CAERC Member (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees relating to SCOE’s duties and obligations described in this agreement or imposed by law.
It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply.

IX. Modification
Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation, the State budget or health and safety guidelines related to infectious disease outbreak occur that necessitate revision of this MOU, the CAERC Member and SCOE shall meet to revise accordingly.

X. Independent Agents
This MOU is by and between two independent agents, SCOE and CAERC Member, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker’s compensation.

XI. Nondiscrimination
Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

XII. Insurance
Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than $1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by CAERC Member or by SCOE.
XIII. Execution of Agreement
This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Nancy Herota, Deputy Superintendent
Sacramento County Office of Education

CAERC Member
Amador County Unified School District

Signature

9/23/2020
Date

Authorized Amador County Unified School District Representative

Signature

Dr. Amy Slavensky, Ph.D.
Printed Name

Superintendent of Schools
Title

9/23/2020
Date
Shared Fiscal and Budget Agreement Policy
(Adopted July 13, 2016, Amended January 10, 2018)

Shared Fiscal Agreement
b) Fund B: Members will spend funds by December 2017.
c) Fund C and subsequent annual apportionment: Members will spend funds within 18 months of the start of the fiscal cycle of the year it was first allocated.

Shared Budget Agreement
d) CAERC Budget Workgroup meetings are mandatory for members. (*Minimum one representative; Fiscal representatives are recommended to attend with program leads.*)
e) For each AEBG fund, members will submit a budget and spending plan approved and signed by an officially-designated member, a fiscal representative, and a district representative. Member will submit budget and spending plan prior to the start of fiscal year (June) and biannual (December).
f) Consortium will review and monitor member expenditure progress based on submitted AEBG expenditure and progress reports and updates provided at the CAERC Budget Workgroup meetings.

Progressive Permanent Reallocation
g) First time: If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
   • Unspent funds will return back to the consortium to be reallocated and member will be held harmless.

h) Second time (consecutive): If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
   a. Unspent funds will return back to the consortium to be reallocated.
   b. The member’s future consortium allocation will be reduced by 10% permanently.
      i. Members must be in “good standing” to be eligible for additional new AEBG funds (e.g., additional Data and Accountability funds and unspent funds from other AEBG consortia reallocated to consortia that have spent down).
      ii. All Members will be eligible for Cost of Living Adjustment- COLA.
Shared Fiscal and Budget Agreement Policy (continued)

i) Third time (consecutive): If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
   a. Unspent funds will return back to the consortium to be reallocated.
   b. The member’s future consortium allocation will be progressively reduced by an additional 10% permanently.

j) Subsequent times:
   a. Unspent funds will be reallocated.
   b. The member’s consortium allocation will be progressively reduced by an additional 10% permanently.

k) If additional new funds are available, member can petition to be reinstated after being in “good standing – spent consortium allocation within designated year” minimum of 2 consecutive years.
Reallocation of Unspent Funds Policy  
(Adopted November 4, 2016, Amended May 10, 2017)  

The Capital Adult Education Regional Consortium (CAERC) will take a dual-tiered approach to reallocate unspent funds:  

Tier 1: Consortium-Level Unspent Funds  
1. Identify funded strategies that can benefit from an increased allocation and reallocate unspent funds.  
2. Identify unfunded strategies that can be funded and reallocate unspent funds.  
3. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).  

Tier 2: Remaining Consortium-Level Unspent Funds and Member-Level Unspent Funds  
1. Members who have spent down 100% of their consortium allocation (e.g., Fund A 2015-16, Fund B 2016-17, Fund C 2017-18) will be eligible for the reallocation funds.  
2. Eligible members may opt in or opt out of accepting reallocation funds.  
3. Distribution will be based on CAERC’s 2015-16 allocation funding formula in proportionate to percentage received with the number of members who opt in.  
4. Opt in members can elect to accept funds in full amount or partial amount based on CAERC’s 2015-16 allocation funding formula.  
5. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).  
6. The consortium will not distribute reallocation funds until all unspent funds are returned.  
7. Members must return unspent funds within 30 days of notice.  
8. Members who have not returned unspent funds will have all future allocations withheld by the consortium.  

CAERC Budget Voting Requirements Policy  
(Adopted September, 7, 2016, Amended May 10, 2017)  

A recommendation from the Budget Workgroup followed by a vote from the officially-designated members is required under the following conditions:  

- CAERC consortium-level expenditures exceeding 10% of the approved budget for objectives over $100,000.  
- CAERC consortium-level expenditures over $10,000 with a minimum of $5,000 for objectives less than $100,000.  
- A Request for Bids (RFB) is required for consortium-level expenditures exceeding $100,000.
Exhibit A, Shared Fiscal and Budget Agreement Policy, Amended January 10 2018

Consortium Regional Staff Policy
(Adopted May 4, 2016)

Staff Positions
The Consortium Regional Staff is inclusive of the following positions to support the consortium regional work:

- Director (1)
- Coordinator (1)
- Administrative Assistant (1)
- Fiscal Agent

Hiring
Representation of the consortium membership is essential during the hiring of the consortium staff. To ensure this, the interview panel for the hiring of the consortium Director position will consist of:

- Minimum of one Leadership Oversight Panel member;
- CAERC Co-chairs (one representing Los Rios Community College District and one representing K-12 districts/county office of education); and
- Minimum of one officially-designated member. The member will be chosen through a nomination process and confirmed by majority of officially-designated members.

The interview panel for the hiring of other consortium staff positions will consist of:
- Minimum of one CAERC Co-chair (1 representing Los Rios Community College District or 1 representing K-12 districts/county office of education);
- Consortium Director; and
- Minimum of one officially-designated member. The member will be chosen through a nomination process and confirmed by majority of officially-designated members.
OCTOBER 7, 2020

AGENDA #: 13.3

SUBJECT:
Memorandum of Understanding (MOU), Systems of Management, Advocacy and Resource Team (AB2083) – Discussion/Action

BACKGROUND INFORMATION:
In April, 2020 Judge Renee’ Day convened a team from various local public agencies to begin the work of developing this MOU. The goal of this MOU is to address systemic barriers to the traditional provision of interagency services, particularly when it comes to foster youth.

It is the intent of the Systems Partners to create a single service plan and maintain an administrative team with collaborative authority over the interrelated child welfare, juvenile justice, education, and mental health children’s systems of care.

The mission of the Systems Partners is to ensure all public programs for children and families will provide services in an integrated, comprehensive, culturally responsive, and evidence-based/best practice manner, regardless of the agency door by which children and families enter. The vision is that all children, adults, and families in Amador County will be self-sufficient in keeping themselves, their children, and their families safe, healthy, at home, in school or employed, out of trouble, and economically stable.

FISCAL IMPLICATIONS:
There are no fiscal implications.

RECOMMENDATION:
The Superintendent recommends approval of the Systems of Management, Advocacy and Resource Team MOU.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
Amador County, California
MEMORANDUM OF UNDERSTANDING
SYSTEMS OF MANAGEMENT, ADVOCACY AND RESOURCE TEAM
(AB2083)

I. PARTIES:
This Memorandum of Understanding, defining the Systems Manage, Advocacy and Resource Team (“SMART” or “SMART Policy Team” or “Interagency Leadership Team, ILT”) is entered into by the following Parties (“Systems Partners”): the Amador County Superior Court (“Court”), the Amador County Probation Department (“Probation”), Amador County Behavioral Health Services (“BHS”), Amador County Department Of Social Services (“DSS”), Amador County Unified School District/Amador County Office of Education (“Education” or “ACUSD/ACOE”) and Valley Mountain Regional Center (“VMRC”).

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding between the Systems Partners regarding SMART/ILT (referred to in this MOU as SMART).

II. MEETINGS:
SMART will meet at least once a year to review this MOU to ensure it continues to meet the needs of those SMART serves. Additionally, SMART agrees to meet if/when any member identifies a need to do so.

III. POLICY BOARD COMPOSITION:
The SMART Policy Board (“Policy Board”) will consist of the Chief Probation Officer or designee, the Director of Behavioral Health, the Director of Social Services, the Superintendent of Schools or designee, and the Presiding Judge of the Juvenile Court or designated Judicial Officer assigned to Juvenile and Family Calendars, who will be the Chair of the SMART Policy Board.

IV. VISION/MISSION:
Vision: All children, adults and families in Amador County will be self-sufficient in keeping themselves, their children and their families SAFE, HEALTHY, AT HOME, IN SCHOOL OR EMPLOYED, OUT OF TROUBLE AND ECONOMICALLY STABLE.

Mission: The SMART Policy Team shall ensure all public programs for children and families will provide services in an integrated, comprehensive, culturally responsive and evidence-based/best practice manner, regardless of the agency door by which children and families enter.

V. TERM:
This Agreement shall remain in full force and effective the date of execution through December 31, 2024.

VI. PURPOSE:
The SMART Policy Team is responsible for ensuring Systems Partners’ programs and policies reflect a coordinated, integrated and effective delivery of services for children and families. The Policy Board will provide guidance, advice and input to a broad range of programs for children and families, as requested by public and private agencies.
VII. GOAL:
The goal of this MOU is to address systemic barriers to the traditional provision of interagency services. It is the intent of the Systems Partners to create a single service plan and maintain an administrative team with collaborative authority over the interrelated child welfare, juvenile justice, education and mental health children’s systems of care. The Systems Partners are not delegating their legal authority with respect to any core function or power of their agency, office, department or position. The Systems Partners are not establishing policies that are intended to be adverse to any relevant agency-wide policies, rules or agreements. However, it is the intent of the Systems Partners to fully support the structure and processes contained in this MOU and to provide the framework that will guide their operations, and the activities, decisions and direction of each of their employees regarding programs and services. Accordingly, this MOU should be interpreted in light of this intent and purpose.

VIII. PRINCIPLES:
A. To promote and provide services, which are outcome focused, family centered, strength-based, culturally proficient, comprehensive and integrated to the extent possible by a single service plan and which encourages families to use their own resources to resolve problems.

B. To identify, develop and maintain service systems consistent with public/private, community-based school-linked and family partnership, which can intervene early or prevent problems with at-risk children and families.

C. To provide services to children and families in the least restrictive, least stigmatizing and intrusive setting appropriate to meet their identified needs.

D. To identify, develop, and monitor coordinated policies, procedures, resources and implementation practices for the benefit of at-risk children and families in Amador County; and to hold member agencies and their staffs accountable in these efforts.

E. To adopt confidentiality standards consistent with and authorized by California Welfare and Institutions Code (WIC) Section 18986.46 and WIC Section 108500.00 consistent with its integrated family-centered approach.

F. Promote and maintain quality services that are cost effective, evidence-based and appropriate through the use of a unified service record, shared service authorization/re-authorization and outcomes evaluation as allowed by law.

G. To provide on-going support and direction to each member agency and its staff in providing services and resources for at-risk children and families consistent with the Vision, Mission, and Principles of this MOU.

H. To promote reinvestment of any fiscal savings into identified gaps in services, or early intervention, prevention and wraparound programs, in order to avoid, if possible, placement of children into institutionalized settings.

I. To ensure the appropriate utilization of treatment and rehabilitation services for children and families in conjunction with appropriate court sanctions while ensuring the safety of the community and public at large.
J. To promote coordinated data collection, data exchange and filing of documents, including electronic filing between the courts, social services agencies and other key partners and track data that permits them to measure their performance. SMART policy prioritizes information sharing between the courts and partners such that delays in service delivery are minimized.

K. To incorporate the California Department of Social Services Integrated Core Practice Model (ICPM) program principles. ICPM provides evidence informed practices and principles in support of effective child, youth, and family engagement. Listening authentically, expressing understanding, cultural humility, and empathy, using solution-focused questions to better understand the strengths and needs of each family, and looking for and using opportunities to honor each family’s voice.

L. To promote collaborative and integrated family services through the Child and Family Team (CFT) process. SMART members may participate in CFT meetings in order to support children, youth and family members in identifying options and making decisions about the activities, interventions, and supports that will help them achieve success, monitoring how well that plan is working, and changing the plan when interventions and strategies are not working as envisioned, and deciding when they are ready to transition away from the supportive service systems.

IX. POLICY DEVELOPMENT, COORDINATION, AND MONITORING:
A. Make recommendations and coordinate grant application.
B. When warranted, discuss/approve letters for group homes and other juvenile facilities and service providers.
C. SMART Policy members sit on coordinating councils, other advisory committees, multi-disciplinary teams.
D. Staff appointed to serve as liaisons to various projects to ensure full continuum of care and linkages back to System Partner services.
E. Monitor programs for general compliance with statutory and regulatory requirements; provide guidance and technical assistance to ensure program practice is consistent with SMART values and principles.
F. Recommend program direction for applicable community partners or providers.
G. Develop MOU’s as necessary to assist in program coordination and problem solving.
H. Invite providers to present annual reports on program issues, progress and outcomes.
I. Work with community agencies to ensure collaborative and integrated strategies are utilized and to promote and utilize strength-based, family-focused practice on a systems-wide basis.

X. GUIDANCE, ADVICE, AND INPUT ON CHILDREN’S AND FAMILIES’ SERVICES:
A. As requested by organizations, give advice regarding grants.
B. Advise System Partner staff regarding use of programs
C. Provide general direction and guidance consistent with SMART Principles, Vision, and Outcomes.

XI. MUTUAL HOLD HARMLESS PROVISION:
Each of the governmental entities signing this MOU (“Signators”) agree that each will be responsible for its own acts and omissions, be responsible for the acts and omissions of its employees, officials (“Employees”), and shall not be responsible for the acts or omissions of the other Signators or the other Signators’ Employees. These obligations relate to any and all claims, lawsuits, actions, or special proceedings, whether judicial or administrative in nature, and include any loss, liability, or expense, including reasonable attorney’s fees, relating to this MOU (“Claims”). Each Signator agrees to defend, indemnify, and hold harmless the other Signators and their Employees against any such Claim (“Right of Indemnity”).

Employees of each Signator shall not be considered employees or joint employees of the other Signators for the purposes of workers’ compensation, common law employment, or statutory employment obligations or benefits.

Where a Signator or its Employee is named as a party to a Claim the Signator agrees, on behalf of itself and its insurers or other insurer-like entities, not to cross complain or otherwise seek subrogation, indemnity or contribution against the other Signators or their Employees, except to the extent agreed to herein. If an insurer or other insurer-like entity takes any action in contravention of this provision, such action will not form the basis for a Right of Indemnity between the Signators.

THIS MEMORANDUM OF UNDERSTANDING has been approved and executed on ____________________.

__________________________________ ______________
Chairperson, Presiding Judge Date
Amador County Superior Court

__________________________________ ______________
Director Date
Amador County Behavioral Health

__________________________________ ______________
Superintendent of Schools Date
Amador County Unified School District
OCTOBER 7, 2020

AGENDA ITEM #: 13.4

SUBJECT: California School Board Association (CSBA) Board Policy Update – Discussion/Action

BACKGROUND INFORMATION: CSBA provides multiple policy update packets each fiscal year. The policy presented for updating at this time is in the area of Food Services. The descriptions summarize the changes made to each policy. It is recommended that districts review the materials and modify their policies accordingly.

BP 3555 – Nutrition Program Compliance (BP revised)
Policy updated to include the county office of education and to update language about the complaint process.

FISCAL IMPLICATIONS: None

RECOMMENDATION: The Superintendent recommends that the Board approve the Board Policy update.

PRESENTED BY: Jared Critchfield, Assistant Superintendent, Business Services
Amador COE and USD

Board Policy

Nutrition Program Compliance

BP 3555
Business and Noninstructional Operations

The Board of Trustees recognizes the district’s and the county office of educations’ responsibility to comply with state and federal nondiscrimination laws as they apply to the district’s and the county office of educations’ nutrition programs. The district and the county office of education shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her on any basis prohibited by law.

(cf. 0410 - Nondiscrimination in District and County Office of Education Programs and Activities)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5030 - Student Wellness)

Compliance Coordinator

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the district’s civil rights coordinator to ensure compliance with the laws governing the district’s and the county office of educations’ nutrition programs and to investigate any related complaints.

The responsibilities of the compliance officer/coordinator include, but are not limited to:

1. Providing the name of the civil rights compliance coordinator, and the Section 504 coordinator, and Title IX coordinator, if different from the civil rights compliance coordinator, to the California Department of Education (CDE) and other interested parties.

(cf. 6164.6 - Identification and Education Under Section 504)

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff.

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff
from incorrectly denying applications and ensuring that such persons have equal access to all programs

(cf. 6159 - Individualized Education Program)

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below

6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log, and working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

(cf. 5022 - Students and Family Privacy Rights)
(cf. 5125 - Student Records)
(cf. 5145.13 - Response to Immigration Enforcement)

Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service shall be displayed in areas visible to the district's and county office of educations’ nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their program rights and responsibilities and steps necessary for participation to participate in the nutritional programs. Applicants, participants, and the public
also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

(cf. 5145.6 - Parental Notifications)

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, the following statement: a statement provided by USDA about the district’s and county office of education’s status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district and/or the county office of education.

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude menus items such as cups, buttons, magnets, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of
program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, stating “This institution is an equal opportunity provider,” as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

Any complaint concerning the district's nutrition programs shall be investigated using the process identified in AR 1312.3 – Uniform Complaint Procedures.

(cf. 1312.3 – Uniform Complaint Procedures)

When a complaint alleging discrimination of the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

A complaint alleging discrimination in the district's and/or county office of educations’ nutrition program(s) on the basis of race, color, national origin, sex, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at: (5 CCR 15582)

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814 2342 or call (916) 323-8531 or (800) 952-5609


Complaints of discrimination on any other basis shall be investigated by the district and/or the county office of education using the following procedures.

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district and/or county office of education has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district and/or the county office of education using the following procedures.

Complaints may be filed by a student or the student's parent/guardian by phone, email, or letter.
The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district and/or county office of education has violated a law or regulation relating to its child nutrition program

2. The facts on which the statement is based

3. The name of the district or county office of education, or the school against which the allegations are made

4. The complainant’s contact information

5. The name of the student if alleging violations regarding a specific student

The district and/or county office of education shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

OPTION 1:

Unless extended by written agreement with the complainant, the district’s and/or the county office of educations’ compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district’s and county office of educations’ receipt of the complaint. (5 CCR 15583; 5 CCR 4631)

OPTION 2:

Unless extended by written agreement with the complainant, the district’s and/or county office of educations’ compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district’s and county office of educations’ receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator’s decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

(cf. 9321 - Closed Session)

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's and/or county office of educations’ initial receipt of the
complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

If the complainant is not satisfied with the findings in the district's and/or county office of educations’ report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

Legal Reference:
EDUCATION CODE
200-262.4   Prohibition of discrimination
42238.01   Definitions for purposes of funding
48985   Notices to parents in language other than English
49060-49079   Student records
49490-49590   Child nutrition programs
PENAL CODE
422.6   Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
3080   Application of section
4600-4687   Uniform complaint procedures
4900-4965   Nondiscrimination in elementary and secondary education programs
15580-15584   Child nutrition programs complaint procedures
UNITED STATES CODE, TITLE 20
1400-1482   Individuals with Disabilities in Education Act
1681-1688   Discrimination based on sex or blindness, Title IX
UNITED STATES CODE, TITLE 29
794   Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7   Title VI, Civil Rights Act of 1964
2000e-2000e-17   Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6   Title IX
12101-12213   Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 7
210.19   National School Lunch Program, additional responsibilities
210.23   National School Lunch Program, district and county office of education responsibilities
215.7   Special Milk Program, requirements for participation
215.14   Special Milk Program, nondiscrimination
220.7   School Breakfast Program, requirements for participation
220.13   School Breakfast Program, special responsibilities of state agencies
225.3   Summer Food Service Program, administration
225.7   Summer Food Service Program, program monitoring and assistance
225.11   Summer Food Service Program, corrective action procedures
226.6   Child and Adult Care Food Program, state agency administrative responsibilities
250.15   Out-of-condition donated foods, food recalls, and complaints
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190   Americans with Disabilities Act
36.303   Nondiscrimination on the basis of disability, public accommodations, Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13  Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39  Section 504 of the Rehabilitation Act of 1973
106.1-106.61  Discrimination on the basis of sex, effectuating Title IX, especially:
106.9  Dissemination of policy

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, rev. JUne 2018
U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS
Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010
WEB SITES
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/ocr

Policy  AMADOR COUNTY UNIFIED SCHOOL DISTRICT AND AMADOR COUNTY OFFICE OF EDUCATION
adopted: Jackson, California
AGENDA ITEM #: 13.5

SUBJECT:
Public Hearing - Resolution ACUSD 20/21-001 for Temporary Inter-Fund Borrowing.

BACKGROUND INFORMATION:
The District receives the majority of our funding in December and April through Property Tax collection. There may be a time that borrowing in the months prior to receiving taxes may be needed to meet our obligations. This resolution will allow the District to borrow cash should the need arise to meet cash obligations through the 2020-21 school year. Borrowing between funds is allowed per Education Code 42603.

FISCAL IMPLICATIONS:
Interest will be paid to the other funds for the number of days of the transfer at the rate paid by Amador County Treasurer.

RECOMMENDATION:
Superintendent Slavensky recommends approval of the Inter-Fund Borrowing Resolution ACUSD 20/21-001.

PRESENTED BY:
Jared Critchfield, Assistant Superintendent of Business Services
AGENDA ITEM #: 13.6

SUBJECT:
Resolution ACUSD 20/21-001 for Temporary Inter-Fund Borrowing – Discussion/Action

BACKGROUND INFORMATION:
The District receives the majority of our funding in December and April through Property Tax collection. There may be a time that borrowing in the months prior to receiving taxes may be needed to meet our obligations. This resolution will allow the District to borrow cash should the need arise to meet cash obligations through the 2020-21 school year. Borrowing between funds is allowed per Education Code 42603.

FISCAL IMPLICATIONS:
Interest will be paid to the other funds for the number of days of the transfer at the rate paid by Amador County Treasurer.

RECOMMENDATION:
Superintendent Slavensky recommends approval of the Inter-Fund Borrowing Resolution ACUSD 20/21-001.

PRESENTED BY:
Jared Critchfield, Assistant Superintendent of Business Services
AMADOR COUNTY UNIFIED SCHOOL DISTRICT

Resolution No. ACUSD 20/21-001

Resolution for the Temporary Inter-Fund Transfer

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, no more than 85% of the maximum of moneys held in any fund or account during the 2020-2021 fiscal year may be transferred, and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Amador County Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2020–2021 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or his designee:

Fund 11 – Adult Education Fund
Fund 25 – Capital Facilities-Developer Fee Funds
Fund 35 – ACUSD School Facilities Fund
Fund 40 – Special Reserve for Capital Outlay

Approved this 7th day of October, 2020.

AYES:

NOES:

ABSENT:

____________________________________
Susan Ross, Board President
Amador County Unified School District

____________________________________
Kandi Thompson, Board Clerk
Amador County Unified School District
DATE: October 7, 2020

AGENDA ITEM #: 13.7

SUBJECT:
Temporary Substitute Teacher Rate Increase During COVID-19 – Discussion/Action

BACKGROUND INFORMATION:
Currently, substitute teachers earn $110 a day, $55 half day, and long term substitutes (20+ days) earn $150 a day. This was board approved on June 27, 2007. Due to COVID-19, many of the 70+ substitute teachers in our substitute pool have chosen not to work citing the current daily substitute rate of $110.00. Increasing the daily substitute rate to $175, the half day rate to $87.50 and the long term rate (20+ days) to $200, will help to ensure the availability of substitutes to staff classes when needed.

This temporary increase will remain in effect during the COVID-19 pandemic.

FISCAL IMPLICATIONS:
Temporary substitute daily rate increase will be funded by the CARES Act.

RECOMMENDATION:
The Superintendent recommends approval of the temporary substitute rate increase.

PRESENTED BY:
David Vicari, Assistant Superintendent of Human Resources & Labor Relations
# Temporary Substitute Teacher Rate During COVID-19

<table>
<thead>
<tr>
<th>Rate</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Day Rate</td>
<td>7 Hours</td>
<td>$175.00/Day</td>
</tr>
<tr>
<td>Half Day Rate</td>
<td>3.5 Hours or Less</td>
<td>$87.50/Day</td>
</tr>
<tr>
<td>Long Term Rate</td>
<td>After the 20th Consecutive Day (Same Assignment Retroactive To Day One)</td>
<td>$200.00/Day</td>
</tr>
</tbody>
</table>
DATE: September 23, 2020

AGENDA ITEM #: 13.8

Motion: ________________
Second: ________________
Vote: ________________

SUBJECT:
Job Description: Teacher on Special Assignment (TOSA), Career Technical Education (CTE) – Discussion/Action

BACKGROUND INFORMATION:
The Teacher on Special Assignment (TOSA), Career & Technical Education (CTE) assists site principals, and CTE teachers in administering, monitoring and implementing the requirements for a quality CTE and dual enrollment program and all grant requirements. Provides leadership and support for the staff and collaborates with administrators, instructional staff, and community members in assuring that appropriate CTE curriculum and instructional practices are occurring in all classrooms. The TOSA, CTE meets with CTE teachers individually and in small groups, with local, regional and statewide members of the public involved in CTE, and professional learning communities to support implementation of CTE program requirements.

FISCAL IMPLICATIONS:
Salary and benefits funded by the STRONG Work-Force Program Grant.

RECOMMENDATION:
The Superintendent recommends the Board of Trustees approval of the job description for the position of Teacher on Special Assignment (TOSA), Career & Technical Education (CTE).

PRESENTED BY:
David Vicari, Assistant Superintendent of Human Resources & Labor Relations
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
TEACHER ON SPECIAL ASSIGNMENT (TOSA), CAREER TECHNICAL EDUCATION (CTE)

JOB DESCRIPTION:

The Teacher on Special Assignment (TOSA), Career Technical Education (CTE) assists site principals, and CTE teachers in administering, monitoring and implementing the requirements for a quality CTE and dual enrollment program and all grant requirements. Provides leadership and support for the staff and collaborates with administrators, instructional staff, and community members in assuring that appropriate CTE curriculum and instructional practices are occurring in all classrooms. The TOSA, CTE meets with CTE teachers individually and in small groups, with local, regional and statewide members of the public involved in CTE, and professional learning communities to support implementation of CTE program requirements.

REPORTS TO:  Assistant Superintendent, Educational Services

MAJOR DUTIES AND RESPONSIBILITIES:

1. Assist with and promote high quality curriculum and instruction aligned with the California CTE Model Curriculum Standards including, but limited to, helping to provide a coherent sequence of CTE courses that enable pupils to transition to postsecondary education programs that lead to a career pathway or attain employment upon graduation from high school.

2. Assists in providing pupils with high quality career exploration and guidance.

3. Provides for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with postsecondary education institutions, documented through formal written agreements.

4. Works with post-secondary education institutions to provide dual-enrollment opportunities for high school students.

5. Forms ongoing and structural industry and labor partnerships, documented through formal written agreements and through participation on advisory committees.

6. Provides opportunities for pupils to participate in after school, extended day, and out-of-school internships, competitions, and other work-based learning opportunities.

7. Reflects regional or local labor market demands and focuses on current or emerging high-skill, high-wage, or high-demand occupation.

8. Works to create industry recognized credentials, certificates, and appropriate post-secondary education, or employment pathways.

9. Assist in recruiting and retaining a skilled staff and assists with professional development opportunities for those teachers and faculty.

10. Works with the business office on the application and expenditure reporting requirements of all career technical program grants, including Carl D. Perkins Career Technical Education grant, Agricultural Career Technical Education Incentive grant, K-12 Strong Workforce Program (K-12 SWP), CRANE, etc. (application, budget revisions, quarterly claims, expenditure reports).

11. Reports data, as a program participation requirement to allow for an evaluation of the program.

Board Approved:_________________
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
TEACHER ON SPECIAL ASSIGNMENT (TOSA), CAREER TECHNICAL EDUCATION (CTE)

12. Create plans to meet the data reporting requirements outlined as part of the grant criteria including the following:
   • The number of pupils completing high schools.
   • The number of pupils completing CTE coursework.
   • The number of pupils obtaining an industry-recognized credential, certificate, license, or other measure of technical skill attainment.
   • The number of former pupils employed and the types of businesses in which they are employed.
   • The number of former pupils enrolled in a postsecondary educational institution, a state apprenticeship, or another form of job training.

13. Promotes the CTE programs through outreach, marketing, and communications.

14. Collaborates with consortium members.

15. Works with CTE teachers in forming, maintaining, and growing advisory groups.

16. Participates in or leads meetings, workshops and seminars with CTE employees new to the district.

17. Assists staff in providing the best possible learning environment for all students.

18. Collaborates with others (e.g. teachers, counselors, administrators, students, parents, other District personnel, community organizations, etc.) for the purpose of implementing and maintaining services and/or programs.

19. Maintains a variety of detailed records in a variety of written and electronic formats.

20. Must be able to meet and interact with employees and parents/guardians in routine situations, which require tact, discretion, and courtesy.

21. Other related duties as assigned.

QUALIFICATIONS AND REQUIREMENTS:

Training and/or Education:
Bachelor’s Degree or higher from an accredited university
Knowledge of Career Technical Education programs and associated grants

Experience:
Demonstrated ability in secondary school instruction and curriculum development
Demonstrated ability as an administrator

Licenses or Certification:
Current valid California teaching credential
Valid California drivers’ license and evidence of insurance, TB, and criminal justice fingerprint clearance.

Physical Requirements:
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 frequently required to stand and talk or hear and
sometimes walk and sit. While performing the duties of this job, the employee may occasionally push or lift up to 50 lb. such as boxes of books. The employee is directly responsible for safety, well-being, or work output of other people. Specific vision abilities required by this job include close vision such as to read handwritten or typed material, and the ability to adjust focus. The position requires the individual to meet multiple demands from several people and interact with the public and staff.

PAY RANGE AND WORK DAYS:

Annual certificated contract days plus 10 extra days
AGENDA ITEM #: 13.9

SUBJECT:
Superintendent’s 2020-2021 SMART Goals

BACKGROUND INFORMATION:
The Superintendent’s contract includes evaluation based on SMART goals. SMART is an acronym for sustainable, measurable, action-oriented, results-driven, and time-bound. This is an opportunity for the Board to discuss and approve the goals, which were developed based on feedback from the Board of Trustees in closed session on June 24, 2020.

FISCAL IMPLICATIONS:
None

RECOMMENDATION:
The Superintendent recommends that the Board approve the goals.

PRESENTED BY:
Amy L. Slavensky, Ph.D., Superintendent of Schools
### Focus Area

#### 1. STUDENT ACHIEVEMENT

Assess for and mitigate learning loss associated with the COVID19 pandemic.

Minimize opportunity and achievement gaps associated with the COVID19 pandemic.

Strengthen mathematics student achievement and related professional learning and collaboration.

<table>
<thead>
<tr>
<th>SMART Goals</th>
<th>Strategies</th>
<th>Metrics</th>
</tr>
</thead>
</table>
| 1. By June 30, 2021, all students in grades 3-8 and 11 will show a 3 percentage point increase in meeting/exceeding **mathematics** standards on the CAASPP (if administered in CA) and/or will show growth on district assessments. | • Implement Board action for a safe return to school campuses  
• In-person learning planning, implementation, and support  
• Distance learning planning, implementation, and support  
• Communication with families  
• Monthly principal coaching  
• Professional learning  
• Teacher collaboration  
• Formative/interim assessments  
• Site-based professional learning and data inquiry cycles  
• MTSS and interventions  
• SpEd/GenEd collaboration  
• Other LCP/LCAP actions and services | • CAASPP data (if available)  
• CA School Dashboard data  
• TK-6 district assessment data  
• AVID data  
• CTE data  
• College-going data  
• Core materials provided  
• Supplemental materials provided  
• Teacher vacancies filled  
• Class sizes within contractual limits |
| 2. By June 30, 2021, SWD in grades 3-8 and 11 will show a 5 percentage point increase in meeting/exceeding **mathematics** standards on the CAASPP (if administered in CA) and/or will show growth on district assessments. | | |
| 3. By June 30, 2021, SWD in grades 3-8 and 11 will show a 5 percentage point increase in meeting/exceeding **English language arts** standards on the CAASPP (if administered in CA) and/or will show growth on district assessments. | | |

**Emphasis on mathematics:**
- Gradual implementation of new high school graduation requirements
- Strengthened Career Technical Education (CTE) pathways
- College Career Readiness Grant
- AP course alignment
- AVID strategies

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Updated Draft 09/30/2020; for Board discussion/action on 10/07/2020

SEIS = Special Education Information System  
SWD = Students with Disabilities  
LCAP = Local Control Accountability Plan  

MTSS = Multi-tiered Systems of Support  
ACTA = Amador County Teachers’ Association  
SEAC = Special Educators of Amador County  
CSEA = Classified School Employees Association
### Focus Area

#### 2. CULTURAL COMPETENCE AND EQUITY-BASED MULTI-TIERED SYSTEMS OF SUPPORT (MTSS)

Assess for and mitigate social-emotional wellness concerns associated with the COVID19 pandemic.

Strengthen and fully implement equity-based MTSS at all schools, including: (1) social-emotional, (2) academic, (3) behavioral, and intervention strategies.

Expand equity and cultural competence professional learning efforts, reaching all employees.

<table>
<thead>
<tr>
<th>SMART Goals</th>
<th>Strategies</th>
<th>Metrics</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. By June 30, 2021, all principals will provide a site-based professional learning series to support full implementation of equity-based MTSS, evidenced by sign-in logs and session agendas.</td>
<td>LCAP Goal #1 actions and services district-wide: • Professional learning • Teacher collaboration • Principal/teacher support and coaching • School-wide AVID strategies</td>
<td>Academic • CAASPP data (if available) • CA School Dashboard data • Grades TK-6 district assessment data • Grades 7-10 AVID data • SEIS SWD identification data</td>
</tr>
<tr>
<td>5. By June 30, 2021, all schools will increase levels of MTSS implementation in all three areas, evidenced by reduced referrals to special education and students exited from special education.</td>
<td>LCAP Goal #2 actions and services district-wide: • School climate strategies • Anti-bullying/kindness clubs • Counselors’ lessons and intervention strategies • ACES and TIPS strategies • Professional learning • AVID, WEB, and Link Crew • PBIS and supplemental materials • Restorative Justice practices</td>
<td>Behavioral • CA School Dashboard data • TK-12 Aeries behavior data</td>
</tr>
<tr>
<td>6. By June 30, 2021, all managers will participate in a series of cultural competence training, evidenced by sign-in logs and session agendas.</td>
<td></td>
<td>Social-emotional • California Healthy Kids Survey • Counselor contacts/logs • Suspension rates (district)</td>
</tr>
<tr>
<td>7. By June 30, 2021, all employees will experience at least one equity/cultural competence professional learning opportunity, evidenced by sign-in logs and session agendas.</td>
<td></td>
<td>Equity/Cultural Competence • Logs • Agendas • Sign-in sheets • Reduced formal complaints</td>
</tr>
</tbody>
</table>

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Updated Draft 09/30/2020; for Board discussion/action on 10/07/2020
SEIS = Special Education Information System
SWD = Students with Disabilities
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CSEA = Classified School Employees Association

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### Focus Area

#### 3. SPECIAL EDUCATION TRANSFER AND SUPPORT

Facilitate a smooth transfer process providing support for all affected employees and students.

Connect this process with the work of MTSS ensuring that all students’ needs are met.

#### SMART Goals

8. By November 1, 2020, negotiations to transfer SEAC members from ACOE to ACUSD will be completed, evidenced by the transfer of the mild-moderate teachers.

9. By June 30, 2021, the SpEd Steering Committee will convene, meet monthly, and collaborate to ensure a smooth program and staff transfer, evidenced by meeting agendas and calendar invitations.

10. As per the February 12, 2020 Board action, by June 30, 2021, a new SpEd Study Team will convene, work together, and make a recommendation to the Board for potential additional program transfer, evidenced by meeting agendas and Board documents.

#### Strategies

- SpEd Steering Committee meetings
- SpEd Study Team meetings
- Weekly collaboration meetings with SELPA director and ACOE superintendent
- Negotiating in good faith with SEAC, ACTA and CSEA
- Collaboration with SEAC, ACTA, and CSEA labor partners
- SpEd fiscal analyses and interim budget reports
- SpEd human resources work
- Collaboration with critical friend and/or external facilitators
- Full implementation of MTSS

#### Metrics

- Negotiations agendas and calendar invitations
- SpEd Steering Committee meeting agendas
- MOUs and other related formal and informal agreements
- Reduced referrals to special education
- Exit students from special education