AGENDA
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Wednesday, February 24, 2021
ACUSD Open Session Immediately Following the ACOE 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
Join Zoom Meeting
https://us02web.zoom.us/j/84778376800?pwd=aEhWM0x2YWRGQnZjMzJpcW9rM1FFUT09
Meeting ID: 847 7837 6800
Passcode: 022421
One tap mobile
+16699009128,,84778376800#,,,,*022421#
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

2.0 BOARD MEMBERS
Kandi Thompson, Board President

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)
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]

Deborah Pulskamp, Board Clerk
James Marzano
Julia Burns
James Whitaker
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 ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA

5.0 COVID-19 HEALTH AND SAFETY UPDATE (Approximately 25 minutes)
5.1 Report from Dr. Kerr, Amador County Public Health Officer
5.2 Report from Dr. Slavensky, Superintendent

6.0 EMPLOYEE ORGANIZATIONS (Approximately 20 minutes)
6.1 Amador County Teachers Association (ACTA) (Mr. Hunkins)
6.2 California School Employees Association (CSEA) (Ms. Cramer)

7.0 PUBLIC COMMENTS (Approximately 30 minutes)
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.

8.0 CONSENT AGENDA (Approximately 10 minutes)
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.

8.1 Minutes
8.1a Board Meeting 2-10-21
8.1b Special Board Meetings 2-17-21 and 2-18-21

8.2 Personnel (Mr. Vicari)
8.2a Current Personnel Recommendations

8.3 Business (Mr. Critchfield)
8.3a Warrants issued between: 2/1/21 – 2/16/21

8.4 Surplus
8.4a Plymouth Elementary School. 7 Laptops, Broken
8.4b Pioneer Elementary School, 1 Smartboard, Broken
8.4c Educational Options, 8 Dell Computer Towers, Broken
8.4d Educational Options, 17 Chromebooks, Broken
8.4e Educational Options, 6 iPads, Broken
8.4f Educational Options, 2 Dell Desktop Computer, Broken
8.4g Educational Options, 1 Lenovo ThinkPad, Broken

8.5 Miscellaneous
8.5a Overnight Fieldtrip Request, Argonaut High School – Pending COVID-19 Conditions
8.6 Donations
8.6a Pioneer Elementary School – Dictionaries from UpCountry Rotary

9.0 DISCUSSION/ACTION ITEMS
9.1 Illuminate Fastbridge Contract for Services – Discussion/Action (Mr. Snider)
(Approximately 25 minutes)
Illuminate FastBridge is the only universal screening, diagnostic reporting, and progress monitoring tool to combine Computer-Adaptive Testing (CAT) with Curriculum-Based Measures (CBM). FastBridge helps to bolster reading, math, and social-emotional learning by providing detailed data and timely, targeted supports for students. The use of this tool is essential to the implementation of Multi-Tiered Systems of Support and the elementary report card.

9.2 Board Policy Update – Discussion/Action (Mr. Snider) (Approximately 13 minutes)
Multiple board policy updates are done each year. The policy presented for updating at this time is in the area of Educational Services. The description summarizes the changes made to the policy.

9.3 Board Bylaw 9250: Remuneration, Reimbursement and Other Benefits – Discussion/Action
(Dr. Slavensky) (Approximately 15 minutes)
On November 18, 2020, the Board of Trustees approved a new composition of the Amador County SELPA Governing Board to include the members of the ACOE/ACUSD Board of Trustees, the District Superintendent and the County Office of Education Superintendent. While discussing this agenda item, the Board had related discussion to increase the remuneration of the Board due to the additional responsibility of serving on the SELPA Board. The Board approved a subcommittee to study this issue and bring back a recommendation to the full Board. Board Members Thompson and Marzano agreed to serve on this subcommittee with support from Superintendent Slavensky.

9.4 Amador County Unified School District (ACUSD) Sunshine Proposal to Amador County Teachers Associations (ACTA) for the 2020-2021 School Year Successor Agreement – Discussion (Mr. Vicari) (Approximately 15 minutes)
ACUSD submits the proposal herein for a new successor collective bargaining agreement with the Amador County Teachers Association (ACTA) in effect through June 2021.

9.5 Board Ad Hoc Committee to Draft the New Superintendent's Contract – Discussion/Action
(Board President Thompson) (Approximately 15 minutes)
On January 5, 2021, Dr. Slavensky announced her retirement, to be effective June 30, 2021. On January 13, 2021 the Board approved a contract for the executive search firm Leadership Associates to facilitate the process for the search, recruitment, broad based stakeholder input, paper screening, interviewing, and hiring of the next superintendent. The Board met with Leadership Associates consultants Dr. Sally Frazier and Dr. Juan Garza on February 3, 2021 and have since held all community input sessions and developed an approved job description for the superintendent position. The job description can be found here. The position will be open for applications through March 12, 2021.

10.0 REPORTS
10.1 Amador County Recreation Agency (ACRA) Update (Board Member Marzano)
10.2 Report from Superintendent (Dr. Slavensky)
10.3 Reports and Remarks from Board Members

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[Government Code §54954.2]
11.0  **PUBLIC COMMENTS ON CLOSED SESSION**

12.0  **CLOSED SESSION**

12.1  Minutes 2-10-21
12.2  Release of Temporary and/or Probationary Certificated Employees ACUSD 19/20-023 (Government Code §54950 and §54957 and California Education Code Section 44954(b)) (Mr. Vicari)
12.3  Negotiations - with ACTA and CSEA (Government Code §54950 and §54957) (Mr. Vicari)

13.0  **RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION**

14.0  **NEXT MEETING**

ACUSD Regular Meeting: Wednesday, March 10, 2021, tentatively scheduled to be held at the Amador County Administration Building, 810 Court St., Jackson, CA. Open Session will tentatively start at 4:00 PM.

15.0  **ADJOURNMENT**

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On February 12, 2021, the Centers for Disease Control and Prevention (CDC) under President Biden issued guidance on safely resuming in-person instruction in K-12 schools. The CDC guidance is a set of non-mandatory recommendations and does not supersede existing state or local guidance. As state and local officials study the CDC approach and recommendations, this document is intended to serve as an initial crosswalk between the new CDC guidance and existing California guidance.

The CDC guidance is highly aligned with California’s approach. Where there are differences, California’s health and safety standards for school staff and students are generally more cautious.

**Phased Approach**

**CDC:** “[A] phased mitigation approach emphasizes in-person learning modes for younger students throughout all levels of community transmission.”

**California:** “Phased reopening plans” should “gradually allow[] for specified grades . . . to resume in-person learning, beginning with the youngest and most disproportionately impacted students.”

**Community Transmission**

California takes a more cautious approach with regard to first-time school openings when community transmission is relatively high. The following chart summarizes some of the key comparisons:

<table>
<thead>
<tr>
<th>Community Transmission</th>
<th>CDC</th>
<th>California</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>“[S]chools that are already open . . . can remain open”</td>
<td>“[S]chools who have already opened . . . may remain open”</td>
</tr>
<tr>
<td>0 – 1.3 cases per day</td>
<td>All schools may open</td>
<td>All schools may open</td>
</tr>
<tr>
<td>1.4 – 7 cases per day</td>
<td>All schools may open</td>
<td>All schools may open</td>
</tr>
<tr>
<td>7.1 – 14.1 cases per day</td>
<td>All schools may open</td>
<td>Only elementary schools may open</td>
</tr>
<tr>
<td>Greater than 14.1 cases per day</td>
<td>Only elementary schools may open</td>
<td>Elementary schools may open, unless greater than 25 cases per day</td>
</tr>
</tbody>
</table>

California’s community transmission thresholds are based on recent studies indicating minimal school-related transmission in communities with 15 – 29 cases per day, the recommendation from the Harvard Global Health Institute, and similar approaches taken by other states (e.g., Oregon, Colorado, Washington).

**Reopening Priorities**

**CDC:** “K-12 schools should be the last settings to close after all other mitigation measures in the community have been employed, and the first to reopen when they can do so safely.”
California: “As communities emerge out of the COVID-19 surge, getting more students back in the classroom should be at the top of the to-do list.” (Governor Newsom, December 30, 2020).

Basic Mitigation Strategies

CDC: “Evidence suggests that many K-12 schools that have strictly implemented mitigation strategies have been able to safely open for in-person instruction and remain open.”

California: “Key mitigation strategies, studied in multiple settings and used successfully in schools nationally and internationally, allow for safe in-person instruction.”

Masks

CDC: “Require consistent and correct use of face masks, by all students, teachers, and staff to prevent SARS-CoV-2 transmission through respiratory droplets.”


Physical Distancing

CDC: “Physical distancing (at least 6 feet) should be maximized to the greatest extent possible.”

California: “Distance teacher and other staff desks at least 6 feet away from student and other staff desks. Distance student chairs at least 6 feet away from one another, except where 6 feet of distance is not possible after a good-faith effort has been made. Upon request by the local health department and/or State Safe Schools Team, the superintendent should be prepared to demonstrate that good faith effort, including an effort to consider all outdoor/indoor space options and hybrid learning models.”

Routine COVID-19 Testing

CDC: “Evidence suggests that many K-12 schools that have strictly implemented mitigation strategies have been able to safely open for in-person instruction and remain open.” Additionally, “Some schools may also elect to use screening testing . . . as an additional layer of mitigation to complement mitigation strategies.”

California: “Empirically, schools that have successfully implemented the core mitigation strategies . . . are operating safely.” Additionally, “a range of potential testing approaches can be considered for implementation as part of a comprehensive safety strategy.”

Vaccines

CDC: “[O]fficials should consider giving high priority to teachers in early phases of vaccine distribution.” “Access to vaccination should not be considered a condition for reopening schools for in-person instruction.”

California: State guidelines give high priority to school staff, including teachers, designating them within the second phase. Approximately half of states do not.
MINUTES
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Wednesday, February 10, 2021
SELPA Board Meeting – 3:30 PM
ACUSD CLOSED Session – 4:00 PM
ACUSD OPEN Session – 5:00 PM
ACOE Open Session Immediately Following the ACUSD Meeting

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

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Meeting ID: 879 3647 0379
Passcode: 021021
One tap mobile
+16699009128,,87936470379#,,,,*021021#
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(Government Code §54954.2)
1.0 CALL TO ORDER 4:25 P.M.

2.0 BOARD MEMBERS
[X] Kandi Thompson, Board President
[X] Deborah Pulskamp, Board Clerk
[X] James Marzano
[X] Julia Burns
[X] James Whitaker
[X] Ian McMahan, Amador High School, Student Board Member
[X] 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
There were no public comments.

5.0 CLOSED SESSION
5.1 Minutes 1-5-21 and 1-13-21
5.2 Superintendent’s Contract (Government Code §54957) Midyear Reflections on SMART Goals (Dr. Slavensky)
5.3 Negotiations - with ACTA and CSEA (Government Code §54950 and §54957) (Mr. Vicari)
5.4 Real Property (Government Code section 54956.9) – (Mr. Critchfield)

6.0 RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION
President Thompson reported that agenda item 5.1, Minutes, were unanimously approved; item 5.2, there was discussion; item 5.3, Negotiations with ACTA and CSEA, there was discussion and direction was given; and item 5.4 Real Property, there was discussion and direction was given.

7.0 ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA
Dr. Slavensky deleted the following items: 11.0 Employee Organizations as there were no speakers for this meeting; and 13.2b School Year Calendars for 2021-2022, 2022-2023, and 2023-2024. She noted that item 14.4 has one additional item (course approval).

8.0 PLEDGE OF ALLEGIANCE
(The pledge was done in the meeting immediately preceding this meeting.)

9.0 COVID-19 HEALTH AND SAFETY UPDATE
9.1 Report from Dr. Kerr, Amador County Public Health Officer
Superintendent Slavensky read Dr. Kerr’s written COVID-19 report. The written report can be found here.

9.2 Report from Dr. Slavensky, Superintendent
Mr. Snider provided an update about the COVID-19 testing sites available to all Amador County Public School employees. The testing locations will provide free testing every Monday, Tuesday, Wednesday, Thursday and Saturday. Amador County Public Health will also now be test students. Dr. Slavensky provided a comparison of ACSUD COVID-19 numbers from the last board meeting to today. You can view the comparison document here. You can listen to the full discussion here.

10.0 PRESENTATION AND RECOGNITION
10.1 Spotlight on Schools – Pioneer VAPA Elementary School (Mr. Vicari)
This Spotlight on Schools presentation featured Pioneer VAPA Elementary School with Principal Carmen Glaister. The presentation provided an overview of the school’s unique attributes and outstanding accomplishments.

10.2 **Resolution: ACUSD 20/21-013 National Teen Dating Violence Awareness** (Mr. Snider)
This resolution declares the month of February 2021 as National Teen Dating Violence Awareness and Prevention Month. Board Member Whitaker motioned to approve and Board Member Marzano seconded the motion. The motion passed 5-0.

10.3 **Resolution: ACUSD 20/21-014 Recognizing and Honoring February 2021 as Black History Month** (Mr. Snider)
This resolution recognizes and honors February as Black History Month. Board Member Marzano motioned to approve and Board Member Whitaker seconded the motion. The motion passed 5-0.

11.0 **EMPLOYEE ORGANIZATIONS**
11.1 Amador County Teachers Association (ACTA) (Mr. Hunkins)
11.2 California School Employees Association (CSEA) (Ms. Cramer)

12.0 **PUBLIC COMMENTS**
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13.0 **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. Board Member Marzano motioned to approve and Board Member Burns seconded the motion. The motion passed 5-0.

13.1 **Minutes**
13.1a Board Meeting 1-27-21
13.1b Special Board Meeting 2-3-21

13.2 **Personnel** (Mr. Vicari)
13.2a Current Personnel Recommendations
13.2b School Year Calendars for 2021-2022, 2022-2023, and 2023-2024

13.3 **Business** (Mr. Critchfield)
13.3a Warrants issued between: 1/20/21 – 2/5/21

13.4 **Surplus**
13.4a Sutter Creek Elementary School, one smart board, Broken
13.4b Amador High School, four smart boards, Broken

14.0 **DISCUSSION/ACTION ITEMS**
14.1 **Multi-tiered Systems of Support (MTSS) Update – Discussion** (Mr. Snider)
In California, MTSS is an integrated, comprehensive framework that focuses on access to core instruction, student-centered learning, individualizing instruction to meet student needs, and the
alignment of systems necessary for all students’ academic, behavioral, and social success. The Board had discussion and asked questions. You can view the full presentation here.

14.2 Adult Education Program Update – Discussion (Mr. Snider)
Adult Education is a public education program for all adults. Adult schools offer free to low-cost classes for adults 18 and older. Students can get a high school diploma, general education diploma (GED), learn about jobs, learn to speak English, and learn how to become a U.S. citizen. The Board had discussion and asked questions. You can view the full presentation here.

14.3 Updates to Health and Safety Plan during COVID-19 for a Safe Return to School – Discussion/Action (Mr. Snider)
The COVID-19 pandemic has immensely changed our lives in so many ways. We must continue to work together to mitigate the risk in our community, while still educating and supporting the health and well-being of our students. The Board had discussion and asked questions. You can listen to the full discussion here. Board Member Whitaker motioned to approve and Student Board Member Johnson seconded the motion. The motion passed 5-0.

14.4 New Course Approvals for High Schools – Discussion/Action (Mr. Snider)
New courses continue to be developed in response to student interest. Additionally, courses are redesigned to better meet the needs of students and to more closely align them to the California State Standards and/or CTE pathways. The Board had discussion and asked questions. You can listen to the full discussion here. Board Clerk Pulskamp motioned to approve and Student Board Member McMahan seconded the motion. The motion passed 5-0.

15.0 REPORTS
15.1 Financial Update (Mr. Critchfield)
Mr. Critchfield provided an update about school site funding allocations and the Governor’s proposed budget plan for 2021-22. You can listen to the full report here.

15.2 Amador County Recreation Agency (ACRA) Update (Board Member Marzano)
Board Member Marzano reported that he attended his first ACRA meeting earlier today. He stated that most of the meeting was spent providing an overview to all of the new board members. Board Member Marzano plans on providing more information at the next ACUSD meeting.

15.3 Report from Superintendent (Dr. Slavensky)
Dr. Slavensky noted that a major portion of her focus this school year has been on leading and supporting the work of the schools’ Multi-tiered Systems of Support (MTSS), the COVID-19 Health & Safety Plan, and budget/financial planning, all of which were presented earlier in this meeting. She had no additional report.

15.4 Reports and Remarks from Board Members
Student Board Member Johnson reported that she is excited about the new high school courses that will be available next year. At Argonaut High School, they are handing out Valentine’s Day cards to all students and ASB is hosting games every Thursday and Friday to increase peer interactions and social-emotional wellness.

Student Board Member McMahan reported he feels honored to be in this position and that students at Amador High School are keeping on during these times.

Board President Thompson reported that the Board met with Leadership Associates last week about the search for a new superintendent. Community feedback is happening now, and all information is available on the district website and social media.
Board Members Whitaker, Marzano, Burns and Pulskamp did not have a report.

16.0 **NEXT MEETING**

ACUSD Regular Meeting: Wednesday, February 24, 2021, tentatively scheduled to be held at the Amador County Administration Building, 810 Court St., Jackson, CA. Open Session will tentatively start at 4:00 PM.

17.0 **ADJOURNMENT** 7:58 PM

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1.0 CALL TO ORDER 4:08 PM

2.0 BOARD MEMBERS
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Deborah Pulskamp, Board Clerk
James Marzano
Julia Burns
James Whitaker
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 **ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA**

There were none.

5.0 **PLEDGE OF ALLEGIANCE**

Board President Thompson led the pledge.

6.0 **PUBLIC COMMENTS**

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There were no public comments.

7.0 **DISCUSSION/ACTION ITEMS**

7.1 Governance Leadership/Good Beginnings Session – Discussion (Dr. Slavensky)

The Board participated in a Governance Leadership/Good Beginnings Workshop, facilitated by California School Boards Association Consultant Luan Rivera. The session covered governance practices, including unity of purpose, Board/Superintendent roles and responsibilities, norms, and protocols. You can listen to the full discussion [here](#).

8.0 **NEXT MEETING**

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9.0 **ADJOURNMENT** 7:00 PM

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MINUTES
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Special Board Meeting
Thursday, February 18, 2021
OPEN SESSION at 4:00 PM

Meeting Location: 100% Remote

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/86015503517?pwd=Znd4NDQxSnpDMmhQdm1uM5VFct1JVe09

Meeting ID: 860 1550 3517
Passecode: 21621
One tap mobile
+16699009128,,86015503517#,,,,*21621#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 4:08 PM

2.0 BOARD MEMBERS
[X] Kandi Thompson, Board President

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

There were none.

5.0 **PLEDGE OF ALLEGIANCE**

Board President Thompson led the pledge.

6.0 **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.

7.0 **DISCUSSION/ACTION ITEMS**

7.1 **Governance Leadership/Good Beginnings Session – Discussion (Dr. Slavensky)**

The Board participated in a Governance Leadership/Good Beginnings Workshop, facilitated by California School Boards Association Consultant Luan Rivera. The session covered governance practices, including unity of purpose, Board/Superintendent roles and responsibilities, norms, and protocols. You can listen to the full discussion [here](#).

8.0 **NEXT MEETING**

**ACUSD Regular Meeting: Wednesday, February 24, 2021, 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.

9.0 **ADJOURNMENT**

7:10 PM

*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*
DATE: February 24, 2021

AGENDA ITEM #: 8.2a

Motion: ________________
Second: ________________
Vote: ________________

SUBJECT:
Human Resources Consent Agenda for February 24, 2021

CURRENT PERSONNEL RECOMMENDATIONS

**Certificated~ Temporary Hire**
Megan Dollens, temporary intervention teacher, 1 FTE, Argonaut High School, effective February 25, 2021 to June 5, 2021

**Certificated~ Induction, Intern & CTE Mentors, $1,000 Stipend**
Matt Gough for Katherine Bailey, Induction, Amador High School
Matt Gough for Grant Lattimore, Induction, Argonaut High School
Angela Hayes for Audrie Ballard, Induction, Plymouth Elementary
Angela Hayes for Christopher Garbarini, Induction, Independence High School
Lindsay Whitchurch for Rebecca Butcher, Induction, Plymouth Elementary
Julia Mandeson for Karissa Cabri, Induction, Ione Elementary
Sarkis Kel-Artinian for Jeremiah Cloud, Induction, Amador High School
Lanita Cerqueira for Gina Griffin, Induction, Ione Elementary
Sinead Klement for Kirsten Higman, Induction, Jackson Junior High
Sinead Klement for Julie Maker, Induction, Jackson Junior High
Greg Wall for Dylan Jarman, Induction, Ione Junior High
Greg Wall for Timothy Sullivan, Induction, Jackson Junior High
Laurie Carson for Naor Karkay-Selea, Induction, Itinerant
Kabrina McPartland for Sandra Kelley, Induction, Sutter Creek Elementary
Ellen Waverly for Jessica-Taylor Leonard, Induction, Pioneer VAPA Magnet School
Kelly O’Neil-Luevano for Madeline Watts, Induction, Sutter Creek Elementary
Laurie Braun for Taylor Wenske, Induction, Jackson Junior High
Tracy Hinman for Kasey Wilkerson, Induction, Amador High School
Dan Klement for Emma Wroblicky, Induction, Jackson Elementary
Amy Reilly for Jamie Swisher, Induction, Sutter Creek Elementary ($400)

**Coaches Winter 2020-2021 School Year**
**Argonaut High School**
Jon Gilliam, Varsity Boys Basketball
Brain Jones, Junior Varsity Boys Basketball
Morgan Roots, Varsity Girls Basketball
Pete Gascon, Junior Varsity Girls Basketball
Gary Landergen, Varsity Boys Wrestling
Sarah Whaling, Varsity Girls Wrestling
Brian Whaling SR, Junior Varsity Co-Ed Wrestling
Juan Manuel Villegas-Cruz, Varsity Girls Soccer
Jorge Martinez, Junior Varsity Girls Soccer
Laura Cruz Diaz (Zanelli), Varsity Boys Soccer
Andrew Zanelli, Junior Varsity Boys Soccer

Amador High School
Kaleb Cagle, Varsity Boys Basketball
Dale Cagle, Junior Varsity Boys Basketball
Dave Tearpak, Varsity Girls Basketball
Frank Orlando, Varsity Boys Wrestling
Austin Clymer, Varsity Girls Wrestling
Anthony Peters, Varsity Girls Soccer
Debbie Guidera, Junior Varsity Girls Soccer
Greg Wall, Varsity Boys Soccer
Daniel Hulson, Junior Varsity Boys Soccer
Tim Keys, Varsity Co-ed Ski
Jessica McCarty, Varsity Girls Golf

Classified~ Revised Resignation Date
Christine Liptrap, Recess Lunch/Office Clerk, 6.25 hours/11 months, Sutter Creek Elementary, revised resignation date effective March 5, 2021

Classified~ Promotion
Angella Cowan, Secondary Secretary-Registrar, 8 hours/11 month, Amador High, effective February 25, 2021

RECOMMENDATION:
Superintendent Slavensky recommends approval of the Human Resources Consent Agenda.

PRESENTED BY:
David Vicari, Assistant Superintendent, Human Resources & Labor Relations
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Total: 696,836.78

If there are any questions regarding any of the payments, please contact
Jared Critchfield @ 257-5375 or Nancy Kohlman @ 257-5333
FEBRUARY 24, 2021

AGENDA ITEM #: 9.1

SUBJECT:
Illuminate Fastbridge Contract for Services – Discussion/Action

BACKGROUND INFORMATION:
Illuminate FastBridge is the only universal screening, diagnostic reporting, and progress monitoring tool to combine Computer-Adaptive Testing (CAT) with Curriculum-Based Measures (CBM). FastBridge helps to bolster reading, math, and social-emotional learning by providing detailed data and timely, targeted supports for students. The use of this tool is essential to the implementation of Multi-Tiered Systems of Support and the elementary report card.

Fastbridge will:
- Drive student achievement with powerful data from progress monitoring, adaptive testing, and universal screening tools.
- Ensure valid and reliable results with evidence-based tools developed in collaboration with researchers at leading universities across the country.
- Save time and effort with a single platform to aggregate, visualize, and share data at the student, class, school, and district levels.
- FastBridge assessments are psychometrically sound, improving the reliability and validity of instructional decisions by giving educators accurate data about student learning.

FISCAL IMPLICATIONS:
$30,000 funded with the new CARES Learning Loss Mitigation money.

RECOMMENDATION:
The Superintendent recommends approval of the Illuminate Fastbridge contract.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
FastBridge

One simple, powerful solution for our formative assessment needs.

Prepared and Presented by ACUSD Elementary Principals
February 24, 2021

Supports MTSS (Multi-Tiered Systems of Support)

- Assessment and progress monitoring is a big component of our MTSS system that we have been working on. It has been very time consuming to agree on and prepare assessments for all grade levels. This is the piece we have been missing!
- Universal screeners for Social Emotional Learning, Math, and English-Language Arts. (K-8)
- Stores data in Illuminate - accessible for all teachers and principals (as students move to a new school, data goes with them).
- Standards based, adaptive tests.
- Progress monitoring and easy to track data for intervention needs.
Reading, Math, and Social-Emotional Behavior

Spend More Time on What Matters Most: Learning

The FastBridge system’s multi-source, multi-method approach provides accurate results in half the time as other solutions. Data are highly predictive of future outcomes so you can provide the evidence-based instruction and interventions that students truly need, when they need them.

With FastBridge, smarter screening measures are designed to:

- Reduce “false positives” and “false negatives” regarding students’ levels of proficiency, risk, and future outcomes
- Accurately identify instructional groupings
- Maximize instructional time and resources

FastBridge has received positive ratings from The National Center on Intensive Intervention (NCII)

---

Dyslexia Screener

What to Look for in Dyslexia Screeners

Not all assessments can be used for dyslexia screening. Does your current system meet the five criteria for effectively identifying young students who are struggling?

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<th>CRITERIA</th>
<th>My Current System</th>
<th>FastBridge</th>
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<td>1. Brief</td>
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<td>Assessments should take 10 minutes or fewer to administer.</td>
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<td>2. Standardized</td>
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<td>Assessments should be administered and scored consistently to accurately compare performance among individuals or groups.</td>
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<td>3. Norm Referenced</td>
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<td>Assessments should compare a student’s performance to the performance of his/her peers.</td>
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<td>4. Valid</td>
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<td>Assessments should focus on the specific skill areas affected by dyslexia, including phonemic awareness, letter naming and automaticity with sounds and words.</td>
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<td>5. Easy to Understand</td>
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<td>Assessments should make it easy for educators to quickly identify students who are struggling and their specific risk level.</td>
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How can FastBridge help us?

- Consistent assessments district wide.
- Assessments stored in Illuminate.
- Consistent and regular use of Illuminate and data reports.
- Useful reports for Teachers, Principals, Parents, and School Psychologists.
  - Intervention, SSTs, IEPs.
- Gives teachers the “Now what...” information after assessment. Can help guide next steps for instruction and/or intervention.
- Provides a **long term plan** for assessments and tracking student progress.
- Supports our students and teachers, long term.
- Standards based, and not tied to any specific curriculum.
Questions / Discussion

February 24, 2021
Client Order
Q-109354

Prepared Date: 1/8/2021
Valid Through: 2/7/2021
Prepared By: Angela Turner
Start Date: 1/1/2021
End Date: 6/30/2024
Quote Term: 42

Implementation Phase

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Implementation Phase Grand Total: $2,000.00

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Year 1 Subtotal: $30,000.00
Year 1 Grand Total: $30,000.00

Year 2

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Year 2 Subtotal: $30,000.00
Year 2 Grand Total: $30,000.00

Year 3

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Year 3 Subtotal: $30,000.00
Year 3 Grand Total: $30,000.00
On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618
This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). "Client Order" means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client's purchase order as specified herein.

(b). "Documentation" means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). "Licensed Product(s)" means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). "Services" means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). "Software" means the Illuminate software programs described in the applicable Client Order.

(f). "Subscription Period" means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 ("Termination").

(g). "Third Party Software" means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. **Subscribing to the Service(s).** Client will subscribe to the Licensed Product(s) and/or Services by: (i) providing a purchase order displaying the unique identifier contained within the Client Order attached hereto; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Product(s) and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement (including all incorporated documents as set forth in Section 15(k) herein), Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. **License.**

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate’s Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s)
and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c. **Limitations**, Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine to attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client’s misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate’s intellectual property.

(d. **Client Responsibility**, Client shall perform the responsibilities necessary to establish Client’s use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs; (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications; Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. **Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client’s affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate’s sole opinion; and (ii) Client shall ensure that Client’s use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. **Reservation of Rights.**

(a. **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b. **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the “Client Data”), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client’s benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate’s products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. **Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW (“Initial Term”), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a “Renewal Term” and together with the Initial Term, the “Term”). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order.Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 (“Termination”).

6. **Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a. **Web & Phone Support.** Client’s designated representative(s) shall have access to Illuminate’s technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b. **Client’s Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems
and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and software consistent with Illuminate’s minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Inflate generally offers to its other clients in Inflate’s sole discretion, and at no additional charge (beyond current support and subscription fees). Inflate may from time to time schedule downtime for maintenance and upgrades. Inflate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Inflate will strive to perform updates during non-peak hours.

7. **Professional Services.** In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Inflate will provide Client the professional services set forth herein, which may include attendance at designated training sessions provided by Inflate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Inflate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Inflate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Inflate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Inflate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client’s third-party applications and/or content that are compatible in nature. Due to the potential access of students’ personally identifiable information, Inflate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Inflate harmless for any actions and/or omissions pertaining to the integration.

8. **Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Inflate or are not reasonably foreseeable by Inflate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively “Downtime”). Inflate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or (ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Inflate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users’ access to and use of the Licensed Product(s) and/or Services. Inflate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Inflate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Inflate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID if or unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. **Fees and Payment.**

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Inflate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively “Fees”.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Inflate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Inflate reserves the right to validate, adjust, and/or invoice for variation of Client’s student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Inflate’s supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client’s additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Inflate
reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate’s uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate’s provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or “setoff” any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. **Confidential Information.**

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only Select Clients).** Subject to the terms and conditions contained herein, including Illuminate’s privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share deidentified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (FAST product customers only) and/or University of Virginia (PALS product customers only) for educational research purposes. Client’s use of these products is conditional upon Client’s consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. **Disclaimers.**

(a). **Disclaimer of Other Warranties.** Software and Services are provided "AS IS" and without WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), and ILLUMINATE and its LICENSORS expressly DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS, ILLUMINATE does not warrant that the FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT’S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE does not warrant or make any REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT’S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party’s intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to illuminate may include personally identifiable information of students. In order for Illuminate to carry out
its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

**ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate’s principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate’s breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days’ advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client’s contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate’s sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("Confidential Information"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("Reservation of Rights"), Section 10 ("Confidential Information"), Section 11 ("Disclaimers"), Section 12 ("Limitation of Liabilities"), Section 14(c) ("Survival"), and Section 15 ("General Provisions"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate’s then-current rates in a readily usable form in accordance with industry standards.


(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate’s prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all
expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). Construction. Except as otherwise provided herein, the Parties' rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). Force Majeure. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). Severable. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). Waiver. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client’s governmental immunity for individual employees, if any, as provided for by state law.

(h). Counterparts; Facsimile Signature. Illuminate requires Client’s execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). Client Authorization; Enforceability. Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). Independent Contractors. Client’s relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). Entire Agreement. This Agreement, Illuminate’s Privacy Policy, the attached Client Order, Illuminate’s SOWs (if applicable), and Client’s purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: ______________________________
Authorized Signature

Name: ______________________________
Title: ______________________________
Date: ______________________________

CLIENT: ______________________________

By: ______________________________
Authorized Signature

Name: ______________________________
Title: ______________________________
Date: ______________________________
AGENDA ITEM #: 9.2

SUBJECT:
Board Policy Update – Discussion/Action

BACKGROUND INFORMATION:
Multiple board policy updates are done each year. The policy presented for updating at this time is in the area of Educational Services. The description summarizes the changes made to the policy.

Board Policy 1312.3 - Uniform Complaint Procedures
Policy updated to reflect the relationship between the state uniform complaint procedures (UCP) and NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) regarding Title IX complaints of sexual harassment. Policy also reflects NEW STATE REGULATIONS (Register 2020, No. 21) which limit the applicability of the UCP for complaints regarding special education and child nutrition programs, add procedures for addressing complaints regarding health and safety deficiencies in license-exempt California State Preschool Programs (CSPP), and delete the referral of complaints of fraud to the California Department of Education (CDE). The list of programs subject to the UCP revised and reorganized to more directly reflect CDE’s 2020-21 Federal Program Monitoring (FPM) instrument.

FISCAL IMPLICATIONS:
None

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

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
UNIFORM COMPLAINT PROCEDURES

The Board of Trustees recognizes that the district and county office of education have the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to Uniform Complaint Procedures (UCP)

The district and county office’s uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints regarding the following programs and activities:

1. Any complaint alleging district violation of applicable state or federal laws or regulations governing any program subject to the UCP which is offered by the district, including adult education programs; After School Education and Safety programs; agricultural career technical education; American Indian education centers and early childhood education program assessments; bilingual education; California Peer Assistance and Review programs for teachers; state career technical and technical education, career technical, and technical training programs; federal career technical education; child care and development programs; child nutrition programs; compensatory education; consolidated categorical aid programs; Economic Impact Aid; the federal Every Student Succeeds Act; migrant education; Regional Occupational Centers and Programs; school safety plans; special education programs; California State Preschool Programs; Tobacco Use Prevention Education programs; and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000.

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities, including in those...
UNIFORM COMPLAINT PROCEDURES  (continued)

programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

4.5 Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)
(cf. 3320 - Claims and Actions Against the District)

5. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)
UNIFORM COMPLAINT PROCEDURES  (continued)

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding—(Education Code 64000-64001, 65000-65001)

(cf. 0420 - School Plans/Site Councils)

8. Any complaint, by or on behalf of a student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any requirement applicable to the student regarding placement decisions; the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, or district, or county; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements—(Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

9. Any complaint, by or on behalf of a student who transfers into the district after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements—(Education Code 51225.1)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

10. Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country—(Education Code 51225.2)
UNIFORM COMPLAINT PROCEDURES (continued)

11. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

12. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

13. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

1. Accommodations for pregnant and parenting students (Education Code 46015)

(cf. 5146 - Married/Pregnant/Parenting Students)

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)

(cf. 6200 - Adult Education)

3. After School Education and Safety programs (Education Code 8482-8484.65)

(cf. 5148.2 - Before/After School Programs)

4. Agricultural career technical education (Education Code 52460-52462)

5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

6. Child care and development programs (Education Code 8200-8498)

(cf. 5148 - Child Care and Development)

7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. Course periods without educational content, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

12. Every Student Succeeds Act (Education Code 52059; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

14. Migrant education (Education Code 54440-54445)
15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

16. Student fees (Education Code 49010-49013)

17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)

19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

20. School safety plans (Education Code 32280-32289)

21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

22. State preschool programs (Education Code 8235-8239.1)

23. State preschool health and safety issues in license-exempt programs (Education Code 8235.5)

24. Any other complaint as specified in a district policy

25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving
sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district and county shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

UNIFORM COMPLAINT PROCEDURES (continued)

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district and county office staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district and county office’s UCP but shall be referred to the specified agency: (5 CCR 4611) investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, Protective Services Division, and the appropriate law enforcement agency. (5 CCR 4611)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator. (5 CCR 4611)

3. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

4. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

5. Any complaint alleging noncompliance of the district or county office's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

6. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

7. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

In addition, any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments, or health and safety violations in any license-exempt California State Preschool Program shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)
Legal Reference:

**EDUCATION CODE**

200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedures
35186 Williams uniform complaint procedures
44500-44508 California Peer Assistance and Review Program for Teachers
46015 Parental leave for students
48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49014 Student fees
49060-49079 Student records, especially:
49069.5 Records of foster youth
49490-49590 Child nutrition programs
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
52059.5 Statewide system of support
52060-52077 Local control and accountability plan, especially:
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52490 Career technical education

**UNIFORM COMPLAINT PROCEDURES** (continued)

Legal Reference continued:

52500-52616.24 Adult schools
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process; school plan for student achievement
65000-65001 School site councils

**GOVERNMENT CODE**

11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

**HEALTH AND SAFETY CODE**

1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
104420 Tobacco-Use Prevention Education

**PENAL CODE**

422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3200-3205 Special education compliance complaints
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures

4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs
4900-4965 Nondiscrimination in elementary and secondary education programs

15580-15584 Child nutrition programs complaint procedures

2080 Application of uniform complaint procedures to complaints regarding students with disabilities

UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
6801-7014 Title III language instruction for limited English proficient and immigrant students

UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975

11431-11435 McKinney-Vento Homeless Assistance Act

12101-12213 Title II equal opportunity for individuals with disabilities

CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference continued:
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504

106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter, September 22, 2017
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
February 24, 2021

AGENDA ITEM #: 9.3

SUBJECT:
Board Bylaw 9250: Remuneration, Reimbursement and Other Benefits – Discussion/Action

BACKGROUND INFORMATION:
On November 18, 2020, the Board of Trustees approved a new composition of the Amador County SELPA Governing Board to include the members of the ACOE/ACUSD Board of Trustees, the District Superintendent and the County Office of Education Superintendent. While discussing this agenda item, the Board had related discussion to increase the remuneration of the Board due to the additional responsibility of serving on the SELPA Board. The Board approved a subcommittee to study this issue and bring back a recommendation to the full Board. Board Members Thompson and Marzano agreed to serve on this subcommittee with support from Superintendent Slavensky.

The Board subcommittee met on November 30, 2020 and February 4, 2021. Legal counsel was sought on various related questions. Education Code section 35120(a)(5) provides a maximum monthly contribution for board members of school districts with an ADA of 10,000 or less (but greater than 1,000) of $240. However, Section 35120(e) allows this compensation to be increased annually above the statutory limits, provided the increase does not exceed 5% of the present monthly compensation. Section 35120(e) provides:

On an annual basis, the governing board may increase the compensation of individual board members beyond the limits delineated in this section, in an amount not to exceed 5 percent based on the present monthly rate of compensation. An increase made pursuant to this subdivision shall be effective upon approval by the governing board. (Emphasis added.)

Based on the history in Amador County Public Schools wherein a remuneration increase has not been made, the subcommittee recommends the following:

- Increase the ACUSD Board of Trustees monthly remuneration from $240 to $252.
- Increase the ACOE Board of Trustees monthly remuneration from $160 to $168.
- Advise the Amador County SELPA Board to consider the addition of remuneration in its bylaws in the amount of $124 per meeting.

FISCAL IMPLICATIONS:
Total annual cost not to exceed $29,000, funded by the general fund.

RECOMMENDATION:
The Superintendent recommends that the Board approve the subcommittee’s recommendation.

PRESENTED BY:
Amy L. Slavensky, Ph.D., Superintendent of Schools
Bylaw 9250-B: Remuneration, Reimbursement And Other Benefits

Original Adopted Date: 09/12/2018

Status: ADOPTED

Compensation

Each member of the Board of Trustees may receive the maximum monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings he/she attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120) Board members do not receive compensation for agenda setting meetings or committee meetings.

A member may be compensated for up to two missed meetings per year for designated services for the district at the time of the meeting that he/she was absent or because of illness, jury duty, vacation, family business, or a hardship deemed acceptable by the Board. (Education Code 35120) Beyond two missed meetings, members may be compensated through a resolution of the Board.

Student Board members shall receive no compensation for meetings attended. (Education Code 35012)

(cf. 9150 - Student Board Members)

Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code 54952.3)

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, telephone, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

(cf. 1160 - Political Processes)

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

(cf. 3513.1 - Cellular Phone Reimbursement)

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board. (Education Code 35044)

(cf. 9240 - Board Development)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or

44
Health and Welfare Benefits for Current Board Members

Board members may participate in the health and welfare benefits program provided for district employees.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and welfare benefits for Board members shall be no greater than that received by the district’s nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

Health and Welfare Benefits for Former Board Members

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for former Board members shall be no greater than those received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Any former Board member leaving the Board after at least one term of office may participate in the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Health and welfare benefits provided to a former Board member shall be extended, at his/her expense and at the same level, to his/her spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.
February 24, 2021

AGENDA ITEM #: 9.4

SUBJECT:
Amador County Unified School District (ACUSD) Sunshine Proposal to Amador County Teachers Association (ACTA) for the 2020-21 School Year Successor Agreement - Discussion

BACKGROUND INFORMATION:
Pursuant to Government Code Section 3547, certain steps must be completed prior to negotiations between the Amador County Unified School District and the Amador County Teachers Association:

1. The ACUSD proposal officially presented (sunshine) at a public meeting of the Governing Board on February 24, 2021; and
2. Schedule a public hearing on the March 10, 2021, Governing Board meeting to receive public input regarding the proposal.

ACUSD submits the following proposal for a new successor collective bargaining agreement with the Amador County Teachers Association (ACTA) in effect through June 2021.

- Article 7 Class Size
- Article 8 Evaluation
- Article 11 Assignment, Transfer, Reassignment
- Article 18 Professional Accountability
  Proposed New Article:
- TBD Teacher Collaboration

FISCAL IMPLICATIONS:
Unknown at this time.

RECOMMENDATION:
The Superintendent recommends that the Board have discussion and schedule a public hearing on the next regularly scheduled Board meeting on March 10, 2021 for the purpose of receiving public comment to the ACUSD sunshine proposal.

PRESENTED BY:
David Vicari, Assistant Superintendent, Human Resources & Labor Relations
The Amador County Unified School District submits the following proposal for a new successor collective bargaining agreement with the Amador County Teachers Associations (ACTA) in effect through June 2021:

Article 7  Class Size
Article 8  Evaluation
Article 11  Assignment, Transfer, Reassignment
Article 18  Professional Accountability

Proposed New Article:
TBD  Teacher Collaboration
February 24, 2021

AGENDA ITEM #: 9.5

SUBJECT: Board Ad Hoc Committee to Draft the New Superintendent's Contract

BACKGROUND INFORMATION:
On January 5, 2021, Dr. Slavensky announced her retirement, to be effective June 30, 2021. On January 13, 2021 the Board approved a contract for the executive search firm Leadership Associates to facilitate the process for the search, recruitment, broad based stakeholder input, paper screening, interviewing, and hiring of the next superintendent. The Board met with Leadership Associates consultants Dr. Sally Frazier and Dr. Juan Garza on February 3, 2021 and have since held all community input sessions and developed an approved job description for the superintendent position. The job description can be found here. The position will be open for applications through March 12, 2021.

The next step in the process is for the Board President to appoint a Board ad hoc committee to draft the new superintendent’s contract. Following this, candidate applications will be reviewed on March 31, 2021 and interviews will be conducted on April 10, 2021.

FISCAL IMPLICATIONS: Fiscal implications will be determined by the Board upon approval of the new superintendent’s contract.

RECOMMENDATION: Superintendent Slavensky recommends that the Board have discussion and approve an ad hoc committee of two members.

PRESENTED BY: Kandi Thompson, Board President