ACUSD BOARD – Workshop – 2:00 P.M.
ACUSD BOARD – Closed Session – 2:45 P.M.
ACUSD BOARD – Open Session – 3:30 P.M.
ACOE BOARD – Open Session – Immediately Following the ACUSD Open Session
Remote Meeting Via Zoom

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

NOTE: Due to COVID-19 this meeting will be available to the public via Zoom and following the meeting recorded audio will be available on our website.
Zoom offers closed captioning during live conferences for disabled persons.
To access the meeting online join the Zoom meeting via
https://us02web.zoom.us/j/81981789358?pwd=WXRJSzhMZzRqdWFtbWsvNUw3NUlyQT09
Meeting ID: 819 8178 9358
Password: 71520
One tap mobile
+16699009128, 81981789358#, 0#, 71520#
Directions for accessing the meeting will also be included on our webpage with the meeting link. https://amadorcoe.org/minutes-agendas/

July 15, 2020
AGENDA
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Wednesday, July 15, 2020
CLOSED SESSION 2:45 PM OPEN SESSION 3:30 PM

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

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One tap mobile +16699009128, 81981789358#, 0#, 71520#
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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.)

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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
[ ] Susan Ross – Board President
[ ] Kandi Thompson – Board Clerk
The Board may not take action on any item which is not on this agenda, except when (1) an emergency situation exists, (2) there is need to take immediate action and the need for the action came after posting, or (3) the item was posted for a prior meeting within specified time limits. [Government Code §54954.2]

3.0 ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD

4.0 PUBLIC COMMENTS ON CLOSED SESSION

5.0 ACUSD/ACOE JOINT CLOSED SESSION FOR ITEM 5.3

5.1 Minutes – 6-24-20
5.2 Expulsion Case 18/19-007, 18/19-009, 18/19-010, 19/20-001, 19/20-002. Pursuant to Education Code §48916 (a)(b)(c)(d)(e). (Mr. Snider)
5.3 Teleconference with Legal Counsel – Potential Litigation. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54956.9. Significant Exposure to Litigation: one potential lawsuit. (Mrs. Brown)

6.0 RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION

7.0 ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA

8.0 PLEDGE OF ALLEGIANCE

9.0 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.

10.0 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.

10.1 Minutes
10.1a Board Meeting 6-24-20

10.2 Personnel (Mr. Vicari)
10.2a Current Personnel Recommendations
10.2b Memorandum of Understanding (MOU) between ACUSD and CSEA

10.3 Business (Mr. Critchfield)
10.3a Warrants issued between 6/1/2020 and 6/30/2020
10.3b Payroll Dates 2020-2021

10.4 Educational Services
10.4a Williams Quarterly Report (April/May/June)
10.4b About You Web Design 2020-21 Contract
10.4c Brandman University Scholarship Program

[ ] Deborah Pulskamp
[ ] James Marzano
[ ] Janet White
10.5 **Donations**

10.5a The district received a donation of padded metal folding chairs from Mule Creek State Prison.

10.6 **Miscellaneous**

10.6a Back to School Night Dates 2020-2021

11.0 **DISCUSSION/ACTION ITEMS**

11.1 **Resolution: ACUSD 20/21-001 Temporary Inter-Fund Transfer – Discussion/Action** (Mr. Critchfield)

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

11.2 **2020-2021 Illuminate Education Data and Assessment (DNA) Software Services Agreements – Discussion/Action** (Mr. Snider)

Illuminate Education provides software that allows district, school, and teacher-level access to student data including state and local assessments. Each year, Illuminate is the first place we are able to upload and look at our CAASPP data. In addition to this, Illuminate has a platform for creating and completing report cards. The Amador County Unified School District elementary report card is facilitated through Illuminate and used by all elementary teachers for this purpose.

11.3 **2020-2021 Edgenuity K-12 Online and Blended Learning Solution Digital License – Discussion/Action** (Mr. Snider)

Edgenuity is a flexible, online and blended learning solution that propels student success and gives teachers an additional tool to help meet the rigorous demands of the Common Core State Standards. Edgenuity creates a customized learning program for each student, and increases access to credit recovery, A-G certified, Advanced Placement (AP), and Independent Study course offerings. Edgenuity also supports adult education offerings. This is a 3-year agreement, so the grand total listed on the MOU is divided by 3.

11.4 **Turnitin Contract for 2020-21 School Year – Discussion/Action** (Mr. Snider)

Turnitin is an internet-based plagiarism detection service and writing support service. The service checks submitted documents against its database and the content of other websites with the aim of identifying plagiarism and creating a culture of academic integrity.

11.5 **Memorandum of Understanding (MOU) between Amador Community College Foundation and ACUSD – Discussion/Action** (Mr. Snider)

This MOU sets forth the terms and understanding between Amador County Unified School District, Adult Education and Amador Community College Foundation (ACCF) where ACUSD works together with ACCF to offer college courses, programs, and transition services in Amador County to ensure Amador Adult Education students wishing to participate in courses and/or programs through the Amador distance education classroom can do so.

12.0 **REPORTS**

12.1 **Financial Report** (Mr. Critchfield)
12.2 **Report from Superintendent** (Dr. Slavensky)
12.3 **Reports and Remarks from Board Members**
13.0 **NEXT MEETING**  
ACUSD Regular Meeting: Wednesday, August 12, 2020, tentatively scheduled to be held via Zoom. 
Open Session will tentatively start at 3:30 PM.

14.0 **ADJOURNMENT**  
* The Amador County Unified School District complies with the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the Superintendent’s Office by calling (209) 257-5353. All efforts will be made for reasonable accommodations.

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MINUTES
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Wednesday, June 24, 2020
OPEN SESSION 3:30 PM

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

NOTE: Due to COVID-19 this meeting will be available to the public via Zoom and following the meeting recorded audio will be available on our website.
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Meeting ID: 885 3491 4916
Password: 62420
To access the meeting via telephone dial +16699009128, dial Meeting ID: 88534914916#, dial Password: 1#62420#
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1.0 CALL TO ORDER

2.0 BOARD MEMBERS
[X] Susan Ross – Board President
[X] Kandi Thompson – Board Clerk
[X] Deborah Pulskamp
James Marzano
Janet White
Hailey Dacier – Student Board Member
Sophia Davis – Student Board Member
Rebecca Morla – Student Board Member

3.0 ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD

4.0 PUBLIC COMMENTS ON CLOSED SESSION

5.0 RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION

6.0 ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA

Items 4.0, 5.0, and 8.0 were deleted as there was no closed session nor any presentations or recognitions as part of this meeting.

7.0 PLEDGE OF ALLEGIANCE

Board President Ross led the pledge of allegiance.

8.0 PRESENTATION AND RECOGNITION

9.0 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.

Dr. Kerr, Amador County Public Health Officer, spoke to the Board regarding the reopening of schools, the guidance measures in place, and the role of the office of Amador County Public Health. Please see her full comments and Q&A transcript attached to the minutes.

10.0 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 Clerk Thompson motioned to approve the consent agenda, and Board President Ross seconded the motion. The motion passed 5-0.

10.1 Minutes
10.1a Board Meeting 6-10-20

10.2 Personnel (Mr. Vicari)
10.2a Current Personnel Recommendations
10.2b Frontline Education AESOP Agreement

10.3 Business (Mr. Critchfield)
10.3a Warrants issued between June 5 – June 12, 2020 - $615,464.58

10.4 Educational Services
10.4a Memorandum of Understanding (MOU) between ACUSD and Sacramento County Office of Education (SCOE) Teacher Induction Program
10.4b 2020-2021 Sacramento County Office of Education (SCOE) Memorandum of Understanding (MOU) for Sly Park Science Camp
10.4c 2020-21 Advancement via Individual Determination (AVID) Contract

10.5 **Surplus**
- 10.5a Jackson Jr. High School – 2 Acer Chromebooks, broken
- 10.5b Jackson Jr. High School – 2 Dell computers, outdated
- 10.5c Jackson Jr. High School – 1 paper shredder, broken

10.6 **Miscellaneous**
- 10.6a 2020-21 Tentative Board Agenda Items
- 10.6b Revised 2020-2021 Board Meeting Schedule

11.0 **DISCUSSION/ACTION ITEMS**
11.1 **Public Hearing: 2020-2021 Annual Budget – Discussion/Action** (Mr. Critchfield)
The Local Control Funding Formula (LCFF) was enacted in fiscal year 2013-14. One of the requirements of LCFF is for Amador County Unified School District to hold a public hearing prior to the final adoption of the budget. Board President Ross opened the public hearing at 4:23 PM and closed it at 4:24 PM with no public comments.

11.2 **Annual Adoption of the 2020-2021 Budget – Discussion/Action** (Mr. Critchfield)
Amador County Unified School District is required by law to adopt a budget by June 30 of each year in order to authorize the expenditure of funds. Given the uncertainties caused by the COVID-19 pandemic and the impact California’s response has had on a local educational agency’s (LEA) ability to meaningfully engage with stakeholders, Executive Order N-56-20 was established. This Executive Order extended the deadline for adoption of the 2020–21 LCAP from July 1, 2020, to December 15, 2020. Under normal circumstances the annual budget and LCAP are approved by the board at the same meeting. Administration will closely watch the developments from the legislature as there is the potential for a state budget revision in July. Mr. Critchfield spoke to the Board regarding the budget. He reported that the budget has been built on the Governor’s May revision of the budget. Recently, the legislature announced that there will not be a negative 10% COLA. The Business Office is waiting for information about the final state enacted budget. The Business Office will then prepare an updated budget for the Board to review and adopt within the state allowed 45 day revision period following the June budget adoption.

Board Member Marzano asked if the Board can request a budget revision more frequently. Mr. Critchfield answered that it would not be humanly possible to create a revised budget before the 45-day timeline. The current budget is built to accommodate the 10% budget cuts depicted in the Governor’s May Revise. In addition to the 45-day budget revision, the regularly scheduled first and second interim budget revisions and reports can reflect additional revisions as needed. Mr. Critchfield stated he will bring a budget update to the Board following any updated information from the State.

Board Member Pulskamp asked if the budget accounts for the salaries of the pending layoffs and the potential for rescinding those notices. Mr. Critchfield answered the current budget is built including approximately 50% of the employee FTE (full time equivalent) who received a layoff notice, allowing the District to rescind layoff notices.

Mr. Critchfield recommended that the Board approve the current budget with the understanding that when the State releases more information, a 45-day budget revision will be brought to the Board for consideration and adoption.
Board President Ross moved to approve and adopt the 2020-2021 annual budget, and Board Member Pulskamp seconded the motion. The motion passed 3-2 with Board Members Marzano and Thompson voting no.

Board Clerk Thompson commented that because the proposed budget includes classified layoffs, in her opinion signaling reopening school with distance learning, she voted against the budget because she doesn’t support distance learning. Board Member Marzano commented that he agrees and voted the same way for the same reason.

11.3 COVID-19 Operations Written Report – Discussion/Action (Mr. Snider)

Given the uncertainties caused by the COVID-19 pandemic and the impact California’s response has had on a local educational agency’s (LEA’s) ability to meaningfully engage with stakeholders, Executive Order N-56-20 was established. This Executive Order extended the deadline for adoption of the 2020–21 Local Control Accountability Plan (LCAP) from July 1, 2020, to December 15, 2020. The COVID-19 Operations Written Report must be approved by the LEA’s local governing board, in conjunction with the adoption of its budget which is due on or before July 1, 2020. Mr. Snider spoke regarding the report and the District’s related response and work of the past school year.

Board Clerk Thompson asked if the report is a reflection on the 2019-2020 school year and does not set the precedent for the coming school year. Mr. Snider answered yes, the report is a reflection on the previous school year and does not affect the coming school year.

Board Clerk Thompson moved to approve the COVID-19 Operations Written Report, and Board Member White seconded the motion. The motion passed 5-0.

11.4 Resolution: ACUSD 19/20-027, Resolution of School Safety Relating to Coronavirus (COVID-19) – Discussion/Action (Board President Ross)

On April 8, 2020 the Board of Trustees recognized the state of emergency in Amador County and the State of California and passed resolution ACUSD 19/20-027, Resolution of School Safety Relating to Coronavirus. The resolution is an essential measure within the mandate and jurisdiction of the Board and is necessary for the immediate welfare of the schools and pupils thereof. Board President Ross spoke regarding the purpose of passing the resolution.

Board Clerk Thompson spoke regarding the resolution and the purpose of passing the resolution which was to give the Superintendent the authority to make decisions in an emergency situation. Board Clerk Thompson requested to revisit the resolution because students are no longer in school and revisions or a repeal of the resolution may be in order.

Board President Ross spoke regarding a new CSBA recommended Board Policy to be used as a template to match the District’s plan for reopening schools. She commented that the reason for the resolution and the new Board Policy is to create an umbrella over all policies and procedures connected to COVID-19 so not all policies must be updated to address COVID-19 matters.

Board President Ross suggested that the resolution be modified until the new Board Policy can be looked into and formatted for the District’s plan to reopen schools.

Board Members discussed the level of authority the resolution gives the Superintendent. Board Clerk Thompson requested clarification if the Board made a decision, does the resolution give the Superintendent authority to overrule the Board’s decisions. Dr. Slavensky answered no, she does not interpret the resolution as being able to overrule a Board’s decision. Due to students on campus for athletic conditioning and some employees on campus and at the district office
Dr. Slavensky recommended that the resolution be modified and continue to be in place in the event of an emergency while the pandemic is still in effect.

Board Members discussed the language of the resolution and potential modifications. Board Clerk Thompson expressed concern that the language is outdated because it was created during a mass emergency and it needs to be updated.

Board President Ross motioned to revise the resolution, with revisions to paragraph 3 removing the text “school closures” and deletion of paragraph 6.

Board Member Pulsakamp asked for the resolution to have an end date of the first August Board meeting.

Board President Ross amended her motion to revise the resolution and to remain in effect until August 12, 2020 at which time the Board will consider adopting new Board Policy 0470.

Board Clerk Thompson asked to revise item 2, page 2 regarding the reopening of schools.

Board President Ross amended her motion to revise the resolution with changes to paragraph 3, deletion of paragraph 6, the deletion of item 2, page 2 and the addition of the language to remain in effect until August 12, 2020 at which time the Board will review and consider adopting new Board Policy 0470, and Board Member White seconded the motion. The motion passed 5-0.

Dr. Slavensky recommended that the Board form a subcommittee to review Board Policy 0470. Board Clerk Thompson and Board Member Marzano volunteered to be on the subcommittee, to convene after July 20, 2020.

11.5 California Department of Education Agricultural Career Technical Education Incentive Grant: Argonaut and Amador High Schools – Discussion/Action (Mr. Snider)

The Agricultural Career Technical Education Incentive Grant provides Local Educational Agencies (LEAs) with funds to improve the quality of their agricultural career technical education programs. The goal is to maintain a high-quality, comprehensive agricultural career technical program in California’s public school system to ensure a constant source of employable, trained, and skilled individuals. Each year Argonaut and Amador High Schools apply for, and receive Agriculture Career Technical Education Incentive Grant funding. Mr. Snider spoke regarding the Ag grant for both comprehensive high schools. He reported that the required matching funds are budgeted in the 2020-21 annual budget.

Board Clerk Thompson asked if the total cost reflected on the board cover is the total cost for both comprehensive high schools or if it is the total amount for each high school. Mr. Snider answered that it is the total cost for both high schools.

Board Member Pulsakamp motioned to approve the California Department of Education Agricultural Career Technical Education Incentive Grant, and Board Member Marzano seconded the motion. The motion passed 5-0.

11.6 2019-20 2020-21 Declaration of Need for Fully Qualified Educators – Discussion/Action (Mr. Vicari)

A Declaration of Need for Fully Qualified Educators (DON) must be submitted to and approved by the California Commission on Teacher Credentialing (CCTC) each school year that the District requests limited assignment permits and emergency permits for certificated services. The DON allows us to process through the CCTC unexpected limited assignment permits and
emergency Cross-cultural Language and Academic Development (CLAD) permits if needed. Mr. Vicari presented the declaration to the Board.

Board Clerk Thompson asked if it is difficult for teachers working on permits to meet the necessary qualifications. She commented that she has seen the declaration come forward to the Board every year. Mr. Vicari answered yes, there can be issues that arise for permitted teachers to complete their credentials and this year presented additional challenges due to the pandemic. The District brings this declaration forward annually to ensure its ability to fill vacant positions.

Board Clerk Thompson asked if there is a way to set up milestones for teachers on permits to meet. Mr. Vicari answered, yes, there are incentives and milestones in place through the California Commission on Teacher Credentialing for this purpose.

Board Member Marzano moved to approve the Declaration of Need for Fully Qualified Educators, and Board Member White seconded the motion. The motion passed 5-0.

12.0 REPORTS
12.1 Report from Superintendent (Dr. Slavensky)
Dr. Slavensky reported on the work being done by two stakeholder committees that are exploring solutions for reopening schools in the fall. The committees are collaborating to develop a plan for reopening schools and bring the recommendations forward to District administration. She reported that she and her cabinet members will review the plans and then bring a recommendation to the Board to approve on or before July 20, 2020. She recommended that a special board meeting be called between July 15 and July 20 to discuss the plans for reopening schools in the fall and to bring a full recommendation to the Board.

Dr. Slavensky reported that she understands there are questions from the community regarding the reopening of schools and asked for their continued patience. The District is awaiting more information regarding the final enacted State budget and any changes related to COVID19 which might affect how we open the schools. CIF has also announced they will release more information on July 20, 2020 regarding the status of high school athletics for the first semester.

12.2 Reports and Remarks from Board Members
Board Member White reported that she is glad to be working with the current Board members and appreciates them. She reported that she feels they all have a common goal – to get all students back in school.

Board Member Pulskamp reported that she feels there is some confusion regarding the status of schools. She clarified that schools are a public entity but are also an extension of the government. Because of this, the District is held to a higher standard and must follow the government orders.

Board Member Marzano reported that he agrees with Board Member White’s statement, that the Board wants to do what is best for the students. He reported that he got to witness student athletes returning to the field and feels that it was a good step forward.

Board Clerk Thompson expressed her gratitude for her fellow Board Members for their collaborative work on such an emotionally charged subject to reopen schools. She expressed her hope to be able to reopen schools in August with guidelines being followed.

Board President Ross thanked community members, staff and parents who are involved in the stakeholder groups who are looking into reopening the schools in August. She thanked them for their time and dedication and asked for the community’s patience and understanding as they move forward.
13.0 NEXT MEETING
ACUSD Regular Meeting: Wednesday, July 15, 2020, tentatively scheduled to be held via Zoom. Open Session will tentatively start at 3:30 PM.

14.0 ADJOURNMENT
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ACUSD Board of Trustees Meeting
June 24, 2020
Transcript: Dr. Kerr, Amador County Public Health Officer/Speaker to the Board

Dr. Kerr:

Good afternoon, I'm Dr. Rita Kerr, Chairman Ross, Board Of Amador County Unified School District. I'm coming to you as the health officer to talk about planning for Amador County schools reopening come the fall. Since the COVID-19 pandemic, it certainly challenges all of us.

We recognize school is very important, not only for educational, but also emotional and developmental needs of our children. I have been asked by several people, including parents and educators, to provide an opinion about whether schools can resume, reopen, and just go about business as usual without putting public health guidance measures in place following summer break. The answer to that is no.

The purpose of the guidance that has been developed is to put measures in place to make schools safer by minimizing the risk of transmission of Covid-19. There are a wide variety of opinions ranging from great concern about the risk of Covid, to no concern. It is vitally important our children receive as many services and as much support as possible from our schools.

That said, like other aspects of our lives that got shut down in March to slow the spread of novel coronavirus, changes need to be put in place as we resume activities to minimize the risk of further transmission. Some have asked if the guidance must be followed. The guidance documents are written to provide enough flexibility to be customized for a wide variety of school settings for varying sizes but that flexibility does not allow schools to reopen without implementing any of the safety protocols.

Schools are tasked with developing their own plans to resume education applying the guidelines to the unique needs of each school setting including high risk students and staff and the limitations of the physical aspect of classrooms, and transportation, and buildings. Multiple guidance documents have been published from public health like CDC and the California department of public health non-health entities and others.

As a public health official my job is to review the plan that our local schools develop relative to the guidance, and provide consultation about where flexibility is reasonable. For example, the amount of spacing that needs to happen between desks given a classroom configuration, or where face shields may be substituted and used instead of face coverings.

I would welcome questions from the board.
Kandi Thompson:
I'm not used to talking with a mask on. Are you requiring a vaccine to be available before releasing our students to be able to go to school?

Dr. Kerr:
A vaccine for Covid? No, I am not. A vaccine is not available and the timeline is uncertain. We need to work to get our children back into school before that happens.

Kandi Thompson:
Thank God. And then with regard to masks at school I know that's probably been...of course desk spacing is essential just to be able to get the kids in the classroom, but as far as masks are concerned, there is so much controversy, as far as the U.S. Surgeon General says they're not necessary, but then there is the CDC that says that they are. So, is that going to be something that would be recommended for school to come back on but not required?

Dr. Kerr:
At this point, physical distancing is the number one. Masks at a layer, the closer the physical distancing is by necessity of limitation of classroom size, the more important masks would be, or in a crowded school bus, the more important masks would be. The guidelines both say recommendation for students -- recommendations for younger students. For staff and older students, masks are really a necessity and for those who can't wear masks, a face shield might be able to be substituted.

The Governor's masking guidance, which the state considers a mandate, that came down last week, definitely has the exclusion of any child under 2 should never be wearing a mask. Children between the ages of approximately 2 and 12 is an area that is still grey in my mind and myself and other health officers have asked the state for clarification of interpretation of that portion of that guidance, and the state has promised to make their masking guidance consistent with their school guidance. I believe those documents should marry up better in the coming weeks.

Susan Ross:
I have a question or a few of them. Are we still in an emergency crisis situation?

Dr. Kerr:
We are. As a state, and even at a local level, our case rate has been climbing. We confirmed three new laboratory confirmed positive cases today and have several more persons who are contacts and test results are pending. So we are seeing increasing spread in our own community and all of our neighboring communities.

The Central Valley has been a hot spot and the hospitalization numbers in the state are setting new records on a daily basis for the past several days.
Susan Ross:

So in your opinion, do you think it's possible to open schools fully on August 12th, and if so, what safety guidelines with you, would you be expecting to see?

Dr. Kerr:

When you say fully, what is the definition of fully?

Susan Ross:

I'm saying 100% staff, 100% students on campus.

Dr. Kerr:

That would be a stretch. I believe that you're going to need to take both the CDC and the California Department of Public Health, the California department of Public Education guidelines, which were really kind of developed together and go through those, section by section, talk about your increased cleaning, your screening for illness before students come on campus and whether that's done at home, before they come for the day, or whether you have to get a no-touch thermometer and scan kids on the way in. You definitely should have a no-touch thermometer in case someone develops midday, then you need a plan to isolate them and a plan to handle that. Modifications need to be made in accordance to this guidance.

Susan Ross:

Board have any other questions?

Deborah Pulskamp:

I do.

Susan Ross:

Yes, Deborah.

Deborah Pulskamp:

So if we're doing a hybrid model where we have half the students essentially on campus, what would happen – well would there ever be a directive that we had to go to pure distance learning, like is there some trigger for that?

Dr. Kerr:

The trigger I would foresee—it's immediate trigger might be an outbreak in a single classroom where that single classroom would have to be shut down and the type of campuses where students change from group to group over the course of a day, that presents a more challenging situation because obviously they're in contact with many more people and so there possibly could be more close contact solicited. All of those students are considered close contacts and those staff are considered close contacts.
would have to be quarantined for 14 days after exposure, which by necessity, they can’t be there, learning has to be done where they are in quarantine.

**Deborah Pulskamp:**

To follow -- great-- not great, but that’s information I was concerned about. And secondly, is there a level of cases in the community that would trigger that, or is it just school based? Or do you know?

**Dr. Kerr:**

I don't have that data, as far as the threshold level for that at is at my disposal at this time. I know the CDC guidance, that was published early on in this situation talks about substantial community transmission and the possibility of closing down schools prospectively for that. We are in the minimal to moderate community transmission category at this point

**Deborah Pulskamp:**

Thank you.

**Susan Ross:**

So Dr. Kerr, in your opinion, how do you see reopening happening with considering all the factors?

**Dr. Kerr:**

I understand that you have students and staff who it's high risk for them to come back and options will need to be provided for that group at a minimum. Beyond that what makes sense for your student body, your staff, and your physical plan needs to be worked out by your group and your stakeholders including parents, maybe involving some of the students. I know you have student representatives on the school board and some of them may have meaningful opinions to bring to the table, as well. And of course your staff at large

**Susan Ross:**

Thank you. Any other questions from the board?

**James Marzano:**

Before I left to come to the meeting, I glanced at the TV and State of California cases are 191,544 and deaths of 6,029, in the State of California. Speaking only for -- in the county that we can deal with, which is Amador County, we have how many current as of right now-- positives?

**Dr. Kerr:**

We have 19 total cases to date, nine of which are active, ten of which are recovered.
James Marzano:
Nobody's in the hospital right now, and we have not had any deaths to date.

Dr. Kerr:
All fully recovered? Just ten. Meaning they're not at risk or contagious to others.

James Marzano:
And I had followed the press releases and I'm asking just to educate myself. Are these cases, because of the vamping of the testing, or are they just, oh, my gosh, I feel sick, I've got to go to the doctor.

Dr. Kerr:
They are all people who have been sick. The newly launched community surveillance, we haven't had any positives from that group.

James Marzano:
Okay. So that means we don't have a lot of background happening here.

Dr. Kerr:
We also don't have a lot of immunity, so our community is still very vulnerable to transmission when it comes in, which is someone who travels out of the area, brings back with them and shares within the community, which is what this outbreak cluster we're working on now is the result of.

James Marzano:
As a parent board member, a parent of students and a board member and a community member, I first, before I ask other questions, I want to ask you, what questions would you want me to ask you, or if I was you -- do you know what I mean?

Dr. Kerr:
I have a student who just graduated from Amador, so I have children who are trying to navigate the college experience. And making changes on that basis. I would want to ask what measures are you putting in place to keep my child safe. What are your plans if, you know, somebody gets sick, how Willie be notified about -- how will I be notified of that? How can I plan around my kids' schedule? That's what I would want to know.

James Marzano:
Okay. There are some questions regarding PPE and what PPE will Amador County health require. Is that something that you would require?
Dr. Kerr:
I would be following the state guidance, at this point I have no reason to be any more restrictive than the state guidance. I cannot be less restrictive than the state guidance.

James Marzano:
Which is masks and/or shields for all staff and for the older students.

Dr. Kerr:
As I said, the younger group of students, kind of the primary, elementary age, we asking for clarification on that recommendation. Again, if those children are in close proximity to one another, masking definitely helps transmission between them. If we can manage the numbers, the spacing is reasonable, there may be some flexibility in that masking for that group.

James Marzano:
Okay. Also, I've been trying to stay on top of the board of supervisors meetings and the live streams in which they provide primarily because I like to watch you speak. With that being said --

Susan Ross:
You have a fan club.

James Marzano:
It's like my -- it's like my weekly soap opera.

Dr. Kerr:
I feel the same way.

James Marzano:
With that being said, I've heard you talk about the phases that we're in. I also heard you recently state what would cause us to go back a phase. I don't remember if you spoke about if we are able to or what will allow us to go up.

Dr. Kerr:
You mean forward?

James Marzano:
Forward, more?

Dr. Kerr:
Correct.
James Marzano:

At the phases is – I can’t remember if they call it phases or stages.

Dr. Kerr:

Those two words get interchanged a lot, much like quarantine and isolation because there are a lot of similarity, however the state has created a roadmap for reopening with a lot of focus on the economy, but other activities, as well, come along with that, and we are into -- I guess they’re calling it stages -- stage three. Stage four is quite a ways off, and that's the community in stage four, large gathers that bring people to multiple geographic areas, think of a trade show at a convention center, something like that, we're not even all the way through stage three yet. We're partially into stage three, but there are stage three activities that have been allowed for in counties like Amador, that had been relatively less affected and are able to show that State we have a plan in place to respond as cases increase, we're enacting those plans as we speak.

At this point, I would first see a halt to progressing further into stage three and allowing more mixing of people, that sort of thing. We are not allowed to move any faster than the state, through the stages, and the state provides us with expert consultation and guidance to do the work and to give schools and businesses and faith-based communities and all the other things that have been told you can resume with precautions in place, the tools that they need to try and make it as safe as possible.

James Marzano:

So you do not have the power to advance us forward at all?

Dr. Kerr:

Not faster than the states. I can go slower than the state if I think that's warranted but I may not advance any faster than the state.

James Marzano:

And I remember you provided somewhat of a number, if you will, what would require or make you go back a phase.

Dr. Kerr:

I think it was 38 cases that would put us on the watch list with the state.

James Marzano:

Okay. 38 cases over 14. So what would make us take a step back?

Dr. Kerr:

I think our hospital capacity being overwhelmed may be one of those triggers. I'm trying to remember what I put in the initial document over two -- in the beginning of May back
to the state. And we had a series of thresholds that would make us say halt because of the socially distant layout because a lot of us have homes on a fairly good sized acreage or lot, we have some apartment complexes but that's not the majority, we don't have a lot of high-use public transit like a Bart rail or something like that, I wouldn't see Amador County sliding back faster than the rest of the state. We may have to put a pause on things, but I don't see us having to step back and reinstitute the kind of closure that we had put back in March.

**James Marzano:**

Because we're not as comparable to the highly populated counties in the big cities? Yes?

**Dr. Kerr:**

That's true. Rural counties have our own issue, part of it is we have our hospital infrastructure, compared to the Bay area.

**James Marzano:**

For sure.

**Dr. Kerr:**

We have a regional referral system from Amador to the valley and we utilize that as we need it.

**James Marzano:**

And I'm asking this because my time on the board thus far, I've noticed that the district folk have to predict the future and plan ahead in everything they do. And because the district has to plan ahead, should we anticipate following today's safety protocols and the phase and the stage that we're in? Can we predict moving forward just to help in understanding how to move forward?

**Dr. Kerr:**

That's a very good question and I think it's reasonable to plan with what we have today, because where we are in the in the middle of stage three, schools are solidly there. Schools are done in the latter of stage three, so even if some businesses have to move to stage two, within reason, as long as the activity in a specific school site isn't increasing, schools could continue to function.

**James Marzano:**

Uh-huh.
Dr. Kerr:
As a whole.

James Marzano:
Okay. I know you're not like legal counsel or anything.

Dr. Kerr:
I am not. No JD behind my name, only an MD.

James Marzano:
The topic has been -- it's been just mentioned and discussed all over. People may sue if their student gets Covid, but -- and I just recently kind of -- we talked about this. History doesn't show that with flu or viruses, that people have sued. Does that make sense?

Dr. Kerr:
I can't explain that behavior.

Susan Ross:
Jared, did you want to add on to that?

Jared Critchfield:
I spent 45 minutes on the phone with Superintendent Russell and Norma Wallace and you're right, there is a particular bill in the works that potentially would not hold districts liable for the transmission of Covid, but there is this underlying caveat that we not be held liable as long as we're following the guidelines. It's the concept of ignoring guidelines and people getting Covid that is still unclear to us and at this point in time, we are being told we'll be held liable if we're not following guidelines and Covid's contracted.

James Marzano:
So is it fair to say we should never, ever talk like going back to school as back to school was pre-Covid? We should always discuss it as there is -- I hate to say it, but the new normal, will be going back to school?

Dr. Kerr:
I don't like that term new normal either.

James Marzano:
Yeah, for sure.
Dr. Kerr:
Because I don't think it's going to feel normal for a very long time. We're going to have to resume with changes.

James Marzano:
Okay.

Dr. Kerr:
With modifications.

James Marzano:
For sure. I have so many questions. I don't know if I'm way out of line.

Dr. Kerr:
I have to get back to the office.

Susan Ross:
I bet Dr. Kerr would talk to you if you want to give her a ring or e-mail or something.

James Marzano:
Okay.

Susan Ross:
We're really tight on time. We have to be out of here by 5:00 and we're supposed to get through the zoom meeting and we may have to resume at home.

Dr. Kerr:
I would look forward to seeing a plan and look forward to collaborating with you on a plan and making sure it's a plan that is keeping with the spirit of the guidelines and the details we can decide what looks reasonable and doable for this school district. And

Susan Ross:
Dr. Kerr, I want to thank you for waiting for us and thank you for your flexibility and I want to thank you very much for being in this position at this time. I did watch the Governor today and he apologized to so many health officers that are getting death threats and being criticized in a way they don't deserve, and -- did you see it today?

Dr. Kerr:
I did not. I was in the middle of contact tracing.
**Susan Ross:**

He asked all public servants to step up and be accountable and takes care of the health and well-being of our citizens and it was a real call to the masses. He was very, very firm about it, so I want to thank you very much and thank you for being here today.

**Dr. Kerr:**

I appreciate those comments and I appreciate your support. I don't envy your work either.

**Kandi Thompson:**

Neither do we.

**Susan Ross:**

All right. Thank you very much.
DATE: July 15, 2020

AGENDA ITEM #: 10.2a
Motion: ________________
Second: ________________
Vote: ________________

SUBJECT:
Human Resources Consent Agenda for July 15, 2020

CURRENT PERSONNEL RECOMMENDATIONS

**Argonaut High School**

Advisors
Naor Karkay-Selea, Musical Theatre Instructor
Dale Flint, musical theatre instructor

**Certificated~ Resignation**
Paula Rogers, elementary teacher, 1 FTE, Jackson Elementary, effective June 30, 2020

**Certificated~ New Hire 2020-2021 School Year**
Mackenzie Mueller, physical education teacher, 1 FTE, Ione Junior High
Dylan Jarman, social science teacher, 1 FTE, Ione Junior High

**Certificated~ Unpaid Leave 2020-2021 School Year**
Fern Day, elementary teacher, 1 FTE, Ione Elementary

**Classified Confidential~ New Hire**
Demi Wright, communications & executive operations specialist, 8 hours/12 months, District Office, effective July 16, 2020

**Classified~ Increase Hours**
Karen Huffman, department secretary, from 7.50 hours to 8 hours/12 months, Maintenance/Argonaut Campus, effective July 1, 2020

RECOMMENDATION:
Approve Human Resources Consent Agenda

PRESENTED BY: David Vicari, Assistant Superintendent, Human Resources & Labor Relations
DATE: July 15, 2020

AGENDA ITEM #: 10.2b  Motion: ________________
Second: ________________  Vote: ________________

SUBJECT:
Memorandum of Understanding (MOU) between the Amador County Unified School District (ACUSD) and the California School Employees Association #239 (CSEA #239)

BACKGROUND INFORMATION:
On February 12, 2020, in a regularly scheduled ACUSD and Special Education Local Plan Area (SELPA) Board of Trustees meeting, the Board unanimously took action to direct and authorize the District to plan and support the negotiation process with labor leaders for the transfer of the transportation department, and all classified and administrative staff related to mild-moderate special education services from the Amador County Office of Education (ACOE) to ACUSD, effective July 1, 2020.

This MOU specifically addresses those services being transferred (special education transportation, and mild-moderate instructional services) from the ACOE classified bargaining unit (CSEA #827), to the ACUSD classified bargaining unit #239.

The District and CSEA negotiation teams will reconvene on Tuesday, July 14, 2020 to finalize this MOU through the negotiating process. The signed MOU will be added as an additional item at the July 15, 2020 Board meeting for recommended approval.

FISCAL IMPLICATIONS:
As reported at the June 24, 2020 Board of Trustees Meeting in the presentation of the 2020-21 annual budget, the fiscal impact is positive and assists in building healthy reserve fund levels associated with the board-approved transfer of all classified and administrative staff related to the mild-moderate special education services from the Amador County Office of Education (ACOE) to ACUSD, effective July 1, 2020.

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

PRESENTED BY:
David Vicari, Assistant Superintendent of Human Resources & Labor Relations
Payroll 5/1/2020 - 5-29-2020: 2,734,124.64

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If there are any questions regarding any of the payments, please contact
Jared Critchfield @ 257-5375 or Nancy Kohlman @ 257-5333
Amador County Unified School District  
Amador County Office of Education  
2020-2021 Payroll Dates

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*End of month live payroll checks will be mailed in July, December and June. All other end of month live payroll checks will be sent to the employee’s worksite. All supplemental payroll checks will be mailed to the home address on file with the Personnel Office.

W-4s, 403b sign-ups, timesheets and any other information received in the Payroll Department after the above cut-off dates may not be processed until the following month.
JULY 15, 2020

AGENDA ITEM #: 10.4a

SUBJECT:
Williams Act Quarterly Report for April – June 2020

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

FISCAL IMPLICATION:
None

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

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
AGENDA ITEM #: 10.4b

SUBJECT: 
About You Web Design Hosting Agreement and Service Contract for 2020-21

BACKGROUND INFORMATION: 
This past school year, local business owner Tori Moody of About You Web Design in Pine Grove created the new website for Amador County Public Schools.

This contract for services includes website hosting fees, annual website maintenance of WordPress based software, all plugins, hosting server updates, ADA Compliance monitoring, and technical support. This contract renewal is for the period of August 1st, 2020 through July 31, 2021.

FISCAL IMPLICATIONS: 
$7,800 funded through the Educational Services Department Budget

RECOMMENDATION: 
Superintendent Slavensky recommends approval of the About You Web Design Hosting Agreement and Service Contract for 2020-21.

PRESENTED BY: 
Sean Snider, Assistant Superintendent of Educational Services
About You Web Design
PO Box 1026
Pine Grove, CA 95665

Bill To
ACUSD
217 Rex Avenue
Jackson, CA 95642

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<td>7,800.00</td>
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<tr>
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<td>Sales Tax</td>
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Total $7,800.00
JULY 15, 2020

AGENDA ITEM #: 10.4c

SUBJECT:
Brandman University Scholarship Program

BACKGROUND INFORMATION:
Brandman University offers educational programs regionally accredited by WASC Senior College and University Commission and has established a Brandman University Scholarship Program designed to support organizations with their employee development efforts. Amador County Unified School District (ACUSD) wishes to participate in the scholarships available through this program as part of its employee benefits.

Brandman will offer and fund Brandman University Scholarships to ACUSD employees and employees’ spouses and dependents, for new student enrollments as defined by the agreement on the following page. ACUSD will disseminate information regarding the scholarships and the programs that Brandman University offers.

FISCAL IMPLICATIONS:
None

RECOMMENDATION:
The Superintendent recommends approval of the Brandman University Scholarship Program.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
Brandman University Scholarship Program

Brandman University offers educational programs regionally accredited by WASC Senior College and University Commission (WSCUC) and has established a Brandman University Scholarship Program designed to support organizations with their employee development efforts. Amador County Unified School District wishes to participate in the scholarships available through this program as part of its employee benefits.

The Parties acknowledge the following:

1. University will offer and fund Brandman University Scholarships to Organization’s employees and employees’ spouses and dependents, for new student enrollments as further defined below. Other scholarships, military funding and discounts may not be combined. Enrollment data will be evaluated and reported to Organization bi-annually.

2. Brandman University Scholarship Offering:
   - **Undergraduate hybrid and traditional online programs**: Scholarship of ten percent of undergraduate tuition rate
   - **MyPath™ programs**: Scholarship of ten percent of MyPath™ program tuition rate
   - **Master’s degree programs**: Scholarship of ten percent of master’s degree tuition rate
   - **Master of Arts in Educational Leadership and Administration**: scholarship of twenty percent of tuition rate
   - **Master of Arts in Teaching and Teaching Credentials program**: scholarship of fifteen percent of tuition rate
   - **Ed.D. Organizational Leadership program**: Scholarship of ten percent of tuition rate
   - **Organization Custom Off-site Cohorts**: Scholarship of twenty percent tuition (as approved by University).

3. The scholarship percentage offered will remain fixed for the duration of the entire academic program so long as the student does not miss more than two consecutive sessions, continues to make satisfactory academic progress, and remains in good academic and financial standing in accordance with University’s existing catalog. University’s tuition rates are subject to change. Students must fill out a scholarship application form and submit the same to Admissions. All Organization employees and employees’ spouses and dependents, currently enrolled with University, must acknowledge the scholarship opportunity within the session immediately following the Brandman University Scholarship Program start date. There is no discount on textbooks or fees associated with any University program.
University Contact Information

Brandman University
16355 Laguna Canyon Rd
Irvine, CA 92618
Attn: Roger Lee
Tel: 949.341.9876
Email: rlee11@brandman.edu

Organization Contact Information

Amador County Unified School District
217 Rex Avenue
Jackson, CA 95642
Attn: Sean Snider
Tel: (209) 257-5338
Email: ssnider@acusd.org

Accepted by Brandman University: ______________________________

Accepted by: ______________________________

Name: Roger Lee

Title: Executive Vice Chancellor, CMO

Date: ___________________________*

Email:_________________________

*Organization’s employees and employees’ spouses and dependents are eligible for Brandman University Scholarships, for first-time enrollments

Outreach Initials
## Amador County Unified School District

### Back to School Night Schedule

#### 2020-2021

<table>
<thead>
<tr>
<th>School Site</th>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>Amador High School</td>
<td>Monday, August 31</td>
<td>6:00-7:00 PM</td>
</tr>
<tr>
<td>Argonaut High School</td>
<td>Monday, August 24</td>
<td>6:30-7:30 PM</td>
</tr>
<tr>
<td>North Star Independent Study School</td>
<td>Tuesday, August 11</td>
<td>5:30-7:00 PM</td>
</tr>
<tr>
<td>Independence High School</td>
<td>Thursday, August 20</td>
<td>6:00-8:00 PM</td>
</tr>
<tr>
<td>Ione Jr. High School</td>
<td>Thursday, August 20</td>
<td>6:00-8:00 PM</td>
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<tr>
<td>Jackson Jr. High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ione Elementary School TK-K</td>
<td>Tuesday, August 11</td>
<td>5:00-6:00 PM</td>
</tr>
<tr>
<td>Jackson Elementary School 1st-5th</td>
<td>Monday, August 10</td>
<td>5:30-6:15 PM</td>
</tr>
<tr>
<td>Pine Grove STEM Elementary School</td>
<td>Tuesday, August 18</td>
<td>5:00-7:00 PM</td>
</tr>
<tr>
<td>Pioneer VAPA Elementary School TK-K</td>
<td>Monday, August 10</td>
<td>5:30-6:30 PM</td>
</tr>
<tr>
<td>Pioneer VAPA Elementary School 1st-5th</td>
<td>Monday, August 10</td>
<td>5:30-7:00 PM</td>
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<tr>
<td>Plymouth Elementary School</td>
<td>Tuesday, August 18</td>
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<tr>
<td>Sutter Creek Elementary School</td>
<td>Tuesday, August 18</td>
<td>6:00-7:00 PM</td>
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<tr>
<td>Sutter Creek Primary School</td>
<td>Tuesday, August 18</td>
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AGENDA ITEM #: 11.1

SUBJECT:
Resolution: ACUSD 20/21-001 Temporary Inter-Fund Transfer

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

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

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

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

Resolution No. ACUSD 20/21-001
RESOLUTION FOR THE TEMPORARY INTER-FUND TRANSFER

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

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

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

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

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

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

Approved this 15th day of July 2021.

AYES:

NOES:

ABSENT:

______________________________
Susan Ross, Board President
Amador County Unified School District

______________________________
Kandi Thompson, Board Clerk
Amador County Unified School District
AGENDA ITEM #: 11.2

SUBJECT: 2020-2021 Illuminate Education Data and Assessment (DNA) Software Services Agreements – Discussion/Action

BACKGROUND INFORMATION:
Illuminate Education provides software that allows district, school, and teacher-level access to student data including state and local assessments. Each year, Illuminate is the first place we are able to upload and look at our CAASPP data. In addition to this, Illuminate has a platform for creating and completing report cards. The Amador County Unified School District elementary report card is facilitated through Illuminate and used by all elementary teachers for this purpose.

Illuminate also provides a comprehensive system for multi-level assessment and progress monitoring which are important features of data cycles and the District’s multi-tiered system of supports (MTSS). The elementary assessment committee is planning to build custom assessments in Illuminate for this purpose, with secondary looking into this option as well.

FISCAL IMPLICATIONS:
$26,241.54 funded through LCAP (Goal 1, Action 3) compared to $25,919 for the 2019-2020 school year.

RECOMMENDATION:
Superintendent Slavensky recommends approval of the Illuminate Service Agreement for the 2020-21 school year.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
### BILL TO
Amador County Unified School District  
217 Rex Ave.  
Jackson California 95642-2020  
United States

### SHIP TO
Amador County Unified School District  
217 Rex Ave.  
Jackson CA 95642-2020  
United States

### INVOICE # | DATE | DUE DATE | TERMS
--- | --- | --- | ---

### SERVICE PERIOD | PO# | ACTIVITY | QTY | RATE | AMOUNT
--- | --- | --- | --- | --- | ---
7/1/2020 - 6/30/2021 |  | **DnA, Software License**  
Per Student Licenses - Illuminate Data and Assessment™ | 3,958 | $4.63 | $18,325.54

7/1/2020 - 6/30/2021 |  | **Grading Software**  
Assessment Scanning and Scoring | 3,958 | $0.00 | $0.00

7/1/2020 - 6/30/2021 |  | **Inspect Plus**  
Access to Key Data Systems' KDS Inspect Plus | 3,958 | $2.00 | $7,916.00

### PAYMENT REMIT ADDRESS:
PO Box 207833  
Dallas, TX 75320-7833

Purchase Order can be sent:  
Fax: 909-266-1935  
Email: invoices@illuminateed.net

### PAYMENT/DEPOSIT
$0.00

### CREDITS APPLIED
$0.00

### TAX TOTAL
$0.00

### BALANCE DUE
$26,241.54
JULY 15, 2020

AGENDA ITEM #: 11.3

SUBJECT:
2020-2021 Edgenuity K-12 Online and Blended Learning Solution Digital License – Discussion/Action

BACKGROUND INFORMATION:
Edgenuity is a flexible, online and blended learning solution that propels student success and gives teachers an additional tool to help meet the rigorous demands of the Common Core State Standards. Edgenuity creates a customized learning program for each student, and increases access to credit recovery, A-G certified, Advanced Placement (AP), and Independent Study course offerings. Edgenuity also supports adult education offerings. This is a 3-year agreement, so the grand total listed on the MOU is divided by 3.

FISCAL IMPLICATIONS:
$82,000 (for year 1) funded 50% through LCAP (Goal 1, Action 4) and 50% Adult Education Grant, compared to $66,019 for the 2019-2020 school year.

RECOMMENDATION:
Superintendent Slavensky recommends approval of the Edgenuity K-12 Online and Blended Learning Solution Digital License for the 2020-21 school year.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Thank you for an excellent partnership!

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<tr>
<td>MyPath Reading and Math Site License</td>
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1. AMADOR COUNTY UNIFIED SCHOOL DISTRICT
2. AMADOR COUNTY COMMUNITY SCHOOL
3. AMADOR HIGH SCHOOL
4. ARGONAUT HIGH SCHOOL
5. INDEPENDENCE HIGH SCHOOL
6. IONE JUNIOR HIGH SCHOOL
7. JACKSON JUNIOR HIGH SCHOOL

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

AMADOR COUNTY UNIFIED SCHOOL DISTRICT

Signature: ____________________________
Print Name: ___________________________
Title: ________________________________
Date: ________________________________

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.
8. North Star Independent Study

Multi Year discount of $40,500 requires following payment schedule: Year 1 = 82k due by August 1, 2020; Year 2 = 82k due by August 1, 2021; Year 3 = 82k due by August 1, 2022

<table>
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AGENDA ITEM #: 11.4

SUBJECT: Turnitin Contract for 2020-21 School Year

BACKGROUND INFORMATION:
Turnitin is an internet-based plagiarism detection service and writing support service. The service checks submitted documents against its database and the content of other websites with the aim of identifying plagiarism and creating a culture of academic integrity.

Turnitin helps empower students to think critically and take ownership of their work. Easy-to-use feedback and grading features facilitate instructional intervention and save time both in and outside of the classroom. It helps prepare students for success in K-12, higher education, and beyond by laying the foundation for original thinking, authentic writing, and academic integrity practices that will last a lifetime.

The “Plagiarism Spectrum” identifies ten types of plagiarism based on findings from a worldwide survey of nearly 900 secondary and higher education instructors. Each type has been given an easy-to-remember moniker to help students and instructors better identify and discuss the ramifications of plagiarism in student writing.

FISCAL IMPLICATIONS:
$6,703 funded through LCAP (Goal 2, Action 1)

RECOMMENDATION:
The Superintendent recommends approval of the Turnitin contract for the 2020-21 school year.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
**Quote Details**

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<tr>
<td>Contact Name</td>
<td>Matt Gough</td>
</tr>
<tr>
<td>Phone</td>
<td>(209) 418-9851</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:mgough@acusd.org">mgough@acusd.org</a></td>
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<td>Amador County Unified School District</td>
</tr>
<tr>
<td>Bill To</td>
<td>217 Rex Avenue, Jackson, CA 95642</td>
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</table>

**Company Address**

Turnitin, LLC
2101 Webster St., Suite 1800
Oakland, CA 94612
US

**Expiration date**

7/31/2020

**Prepared By**

Lindsay Martella
(412) 347-8326
lmartella@turnitin.com

**Phone**

(209) 418-9851
mgough@acusd.org

**Email**

lmartella@turnitin.com

**Quote Details**

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**Please Note:**

Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes. No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

**Order Instructions:**

To purchase or renew your Turnitin license, please email or fax your purchase order and a copy of this quote to Turnitin, LLC, at: orders@turnitin.com or (510) 764-7612

You may also contact us with your credit card information at (866) 816-5046 x239 or x240

By Accepting this quote, you agree to our general terms and conditions that are located at this URL: [http://go.turnitin.com/reg](http://go.turnitin.com/reg).

**Training:**

On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier (“Training Term Expiry”). Link to [Training Terms and Conditions](#).
AGENDA ITEM #: 11.5

SUBJECT:
Memorandum of Understanding (MOU) between Amador Community College Foundation and ACUSD – Discussion/Action

BACKGROUND INFORMATION:
This MOU sets forth the terms and understanding between Amador County Unified School District, Adult Education and Amador Community College Foundation (ACCF) where ACUSD works together with ACCF to offer college courses, programs, and transition services in Amador County to ensure Amador Adult Education students wishing to participate in courses and/or programs through the Amador distance education classroom can do so.

Additionally, through this partnership, ACCF will designate one staff member as a Transition Specialist to work collaboratively with one ACUSD employee in that same capacity for the purpose of supporting students to earn a high school diploma in a concurrent programming platform, or in support of transition students going directly to ACCF for post-secondary options.

FISCAL IMPLICATIONS:
$25,000 for the transition specialist from the Adult Education Grant (Fund 11).

RECOMMENDATION:
Superintendent Slavensky recommends approval of the MOU) between Amador County Unified School District (Adult Education) and Amador Community College Foundation for the 2020-21 school year.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
Memorandum of Understanding
Between

AMADOR COUNTY UNIFIED SCHOOL DISTRICT
And
AMADOR COMMUNITY COLLEGE FOUNDATION

This Memorandum of Understanding (MOU) is made and entered into this 1st Day of July, 2020, by and between AMADOR COUNTY UNIFIED SCHOOL DISTRICT (ACUSD), ADULT EDUCATION and the AMADOR COMMUNITY COLLEGE FOUNDATION (ACCF), a California Non-Profit 501(c)3, referred to collectively as “parties” and individually as “party.”

Section I – Purpose and Background
This Memorandum of Understanding (MOU) sets forth the terms and understanding between AMADOR COUNTY UNIFIED SCHOOL DISTRICT (ACUSD), ADULT EDUCATION and Amador Community College Foundation (ACCF) where ACUSD works together with ACCF to offer College Courses, Programs and Transition Services in Amador County to ensure Amador Adult Education students wishing to attend and/or participate in courses and/or programs through the Amador distance education classroom can do so. Additionally through this partnership, ACCF will designate one staff member as a Transition Specialist to work collaboratively with one ACUSD employee in that same capacity for the purpose of supporting students to earn a high school diploma in a concurrent programming platform or in support of transition students directly to ACCF for post-secondary options. Further, ACCF provides services in support of the operation of the Amador distance education classroom as well as provides services in support of the marketing and advocacy for such courses and/or programs through established local connections/relationships.

ACCF will provide services to support the operation of the Amador distance education classroom in achieving the mutual goal of providing Amador Adult Education students with a local option for attendance/participation in college courses. ACCF, 501 (C) 3 non-profit foundation, funds and operates Amador College Connect, a student resource and support center for individuals who wish to pursue higher education opportunities through online and/or distance education college programs. The mission of ACCF is “to provide accessible education opportunities in a supportive environment for career success in Amador County” and in support of its vision to “transform lives and local communities through higher education and workforce training.”
Section II - Responsibilities

The Amador College Connect center and the ACCF Transition Specialist staff member will be located in the multi-tenant Amador Economic Prosperity Center.

In compliance with this MOU, ACUSD will:

A. Provide funding in the amount of **$25,000** annually beginning in the 2020-2021 school year, with the intent of extending the MOU to include the 2021-2022 and 2022-2023 school years.

B. Given current funding uncertainties, budgets will be reviewed each January for the following school year.

C. Amador Adult Education Transition Specialist will schedule at least monthly meetings with the ACCF Transition Specialist.

D. Notify the Amador Adult Education site of any issues pertaining to student learning as early as possible.

E. Assist ACCF with the marketing of the program.

In compliance with this MOU, ACCF will:

A. Be responsible for hiring, training and evaluating a Transition Specialist.

B. Assume full responsibility for the Transition Specialist position.

C. Provide an office space for the Transition Specialist at the Amador Economic Prosperity Center.

D. Extend the following services currently provided by Amador College Connect to Amador Adult Education students:
   
a. Student Success and Support Program
   
i. Online college application
   
ii. Online Orientation
   
iii. Assessment
   
iv. Assistance with setting up an appointment with a College counselor
   
v. Registering for classes
   
vi. Learning about and navigating Canvas
   
vi. Tutoring
   
viii. Mentoring
   
ix. Respond to student needs/inquiries
   
x. Exam proctoring for course exams
   
xi. Assists with application for local scholarship programs and administers
   
   xii. Provide operational support and serve as the liaison for the distance education
   
   xiii. Ensure safety of students and adherence to classroom behavioral standards
b. Additional Transition Specialist Services
   i. Learn about local support services for students by attending monthly meetings with the ACUSD Transition Specialist.
   ii. Provide Amador Adult Education with quarterly data reflecting
       1. The number of Adult Education students served
       2. The hours of service and types of services provided.

c. Program collaboration including
   i. Inform Amador Adult Education of any issues pertaining to student learning at the Amador site.
   ii. Market and seek interested students for participation in distance education program(s) to be offered through the Amador classroom
       1. Collaborative effort of marketing with Amador Adult education of available programs for gaining a high school diploma and college units simultaneously.

Section III - Authorities
ACCF and ACUSD shall separately ensure that this MOU and all requirements for approval and authorization are signed by an official who is duly authorized to do so.

Section IV – Fees
ACCF will receive funding from ACUSD to perform the services outlined in this MOU in support of the Amador Adult Education Transition Specialist position. ACUSD, Adult Education (Fund 11) will pay ACCF a fee in the amount of $25,000 in 2020-2021 with the intent to continue for school years 2021-2022 and 2022-2023 as determined by the anticipated office and/or support hours and the estimated associated expenses. The annual fee will be paid to ACCF within 30 days of the start of each annual term under the agreement. No fees or other costs or expenses will be billed or due to any party under this MOU, except to the extent that Section V (Indemnification) below applies.

Section V - Indemnification
ACCF shall defend, indemnify, and hold harmless ACUSD and its respective trustees, officers, directors, agents, members, employees, affiliates, consultants, sub-consultants, volunteers, and representatives, and each of them, of and from any and all claims, demands, suits, causes of action, damages, penalties, violations of employee occupational health and safety laws, costs, expenses, attorneys’ fees, losses, or liability, property damage, personal injuries to (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death of persons, in law or in
equity, of every kind and nature whatsoever which actually or allegedly arises out of, ACCF’s negligent, reckless or intentional acts or omissions related to or connected with its performance under this MOU.

ACUSD shall defend, indemnify, and hold harmless ACCF and its respective trustees, officers, directors, agents, members, employees, affiliates, consultants, sub-consultants, volunteers, and representatives, and each of them, of and from any and all claims, demands, suits, causes of action, damages, penalties, violations of employee occupational health and safety laws, costs, expenses, attorneys’ fees, losses, or liability, property damage, personal injuries to (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death of persons, in law or in equity, of every kind and nature whatsoever which actually or allegedly arises out of, ACUSD’s negligent, reckless or intentional acts or omissions related to or connected with its performance under this MOU.

Section VI – Term and Termination
This MOU will become effective July 1, 2020 and is a 1 (one) year agreement between the parties of the MOU. This MOU may be modified by mutual consent of authorized officials from ACUSD and ACCF. Any party may terminate this MOU on sixty (60) days’ notice to the other parties under the condition that all obligations for the current annual term are met. If any party fails to perform any of its material obligations under this Agreement, and if such default is not cured within five (5) calendar days’ written notice from one of the other parties to the MOU, the non-breaching party providing the written notice, in addition to all other remedies provided by law, may in its sole discretion immediately terminate this MOU.

Section VII – Licenses, Permits
Each party represents and warrants to the other parties that it has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to perform the terms of this MOU.

Section VIII - Independent Contractor
Each party to this MOU is an independent contractor and no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither ACCF’s employees nor assigned personnel shall be entitled to any benefits payable to employees of ACUSD. As an independent contractor, ACCF hereby agrees to indemnify and hold ACUSD harmless from claims by any of ACCF’s employees or by any third party, including but not limited to any state or federal agency, asserting that an
employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this MOU or by reason of the nature and/or performance of any services under this MOU. If, in the performance of this MOU, any third persons are employed by ACCF, such persons shall be entirely and exclusively under the direction, supervision, and control of ACCF. Except as may be specifically provided elsewhere in this MOU, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by ACCF. It is further understood and agreed that ACCF shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of ACCF’s employees, assigned personnel and subcontractors. ACCF and its personnel shall have no authority, express or implied, to act on behalf of ACUSD in any capacity whatsoever as an agent or to bind ACUSD to any obligations.

Section IX - Disqualified Employees.
ACCF shall ensure that persons who perform services with students under this MOU have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code, including sections 87008-87011.

Section X - Insurance
During the entire term of this MOU, ACCF shall, at its own expense, maintain, and shall require all subcontractors to maintain, insurance as set forth below and shall provide ACUSD with additional insured endorsements that name ACUSD as additional insureds on the ACCF’S General Liability policy and Automobile Liability policy.

A. Minimum Scope of Insurance: Coverage shall be:

1. Commercial General Liability. $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a $3,000,000 aggregate. Any combination of General Liability and Excess Coverage amounting to a minimum of $3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.’s (ISO) additional insured, Form B CG 20101001.

2. Automobile Liability. “Any Auto” with $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers’ Compensation. As required by the Labor Code of the State of California, and Employers’ Liability Insurance; with limits as required by the Labor Code of the
State of California and Employers’ Liability limits of $1,000,000 per accident.

B. Other Provisions: If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this MOU and continue for at least three full years following the completion of ACCF’S services/work under this MOU. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by ACUSD. ACCF’S insurance coverage shall be primary insurance with respect to the ACCF Transition Specialist position and agreed upon services. The ACCF’s insurer shall agree to waive all right of subrogation against ACUSD and its respective trustees, officers, directors, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Any insurance or self-insurance maintained by ACUSD shall be in excess of ACCF’S insurance and shall not contribute with it. Each insurance policy required by this MOU shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to ACUSD. At least fifteen (15) days prior to commencing work under this MOU, ACCF shall provide ACUSD with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, ACCF shall furnish copies of any and/or all of the required insurance policies.

**Section XI - Nondiscrimination**

Amador County Office of Education and the Amador County Unified School District prohibit discrimination, harassment, intimidation, and bullying based on actual or perceived age, ancestry, color, mental or physical disability, gender, gender identity, gender expression, genetic information, marital status, pregnancy status, parental status, immigration status, hair texture or style, medical information, nationality, race, religion, sex, sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics. Furthermore, students will not be excluded based on the aforementioned protected bases from participation in or access to any educational program, guidance and counseling programs, testing procedures, curricular or extracurricular, including all sports and other activities; denied the benefits of participation, or subjected to harassment or other forms of discrimination in such programs.

(California Education Code [EC] sections 200, 220, 221.5, 234.1[a], 234.7, and 260; California Government Code [GC] Section 11135; California Penal
Uniform Complaint Procedure (UCP) / Title IX Compliance Coordinator:
Assistant Superintendent, Human Resources and Labor Relations
217 Rex Avenue
Jackson, CA  95642
(209) 257-5331
complianceofficer@acusd.org

Section XII - Compliance with Laws; Attorneys’ Fees; Successors.
Each party shall comply with all federal, state and local laws and ordinances as may be
applicable to the performance of work under this MOU. This MOU shall be governed by
the laws of the State of California. Venue shall be in Amador County. In any civil action
brought by any Party to enforce the terms of this MOU, the prevailing Party shall be
entitled to recover its reasonable attorney’s fees and costs. This MOU shall be binding
upon the heirs, successors, executors, administrators, and assigns of the respective
Parties hereto.

Section XIII - Integration, Amendments.
This is an integrated MOU and contains all of the terms, considerations, understanding,
and promises of the Parties. It shall be read as a whole. All amendments to this MOU
must be in writing and signed by an authorized representative of each Party.

Section XIV - Notices.
Any notices to Parties required by this MOU shall be delivered, faxed or mailed, U.S.
First Class postage prepaid addressed as follows:

AMADOR COUNTY UNIFIED SCHOOL DISTRICT
Sean Snider, Assistant Superintendent, Educational Services
217 Rex Avenue
Jackson, CA  95642
209-257-5334, ssnider@acusd.org

AMADOR COMMUNITY COLLEGE FOUNDATION
Paul Molinelli, Jr. ACCF Board Chair
1 Prosperity Court, Sutter Creek, CA 95685
209-217-8239 pauljr@aceswaste.com

Section XV - Assignment Prohibited
No Party to this MOU may assign any right or obligation pursuant to this MOU. Any
attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

Upon signature, the duly authorized representatives of each party agree to the above statements of understanding.

AMADOR COUNTY UNIFIED SCHOOL DISTRICT

____________________________________  Date: _________________
Sean Snider, Assistant Superintendent, Educational Services

AMADOR COMMUNITY COLLEGE FOUNDATION

____________________________________  Date: _________________
Paul Molinelli, Jr., ACCF Board
Chair