ACUSD BOARD – Workshop – 1:30 P.M.
ACUSD BOARD – Closed Session – 2:00 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/88534914916?pwd=K2tBT3VHNUtXMUgzUitRbXo1bUY5UT09
Meeting ID: 885 3491 4916
Password: 62420
To access the meeting via telephone dial +16699009128, dial Meeting ID: 88534914916#, dial Password: 1#,62420#
Directions for accessing the meeting will also be included on our webpage with the meeting link. https://amadorcoe.org/minutes-agendas/

June 24, 2020
AGENDA
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.

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[Government Code §54954.2]

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

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1.0 CALL TO ORDER

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

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<td><strong>3.0 ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD</strong></td>
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<td><strong>4.0 PUBLIC COMMENTS ON CLOSED SESSION</strong></td>
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<td><strong>10.0 CONSENT AGENDA</strong></td>
<td>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.</td>
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<tr>
<td><strong>10.1 Minutes</strong></td>
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<td>10.1a Board Meeting 6-10-20</td>
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<td><strong>10.2 Personnel (Mr. Vicari)</strong></td>
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<td>10.2a Current Personnel Recommendations</td>
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<tr>
<td>10.2b Frontline Education AESOP Agreement</td>
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<td><strong>10.3 Business (Mr. Critchfield)</strong></td>
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<td>10.3a Warrants issued between June 5 – June 12, 2020 - $615,464.58</td>
<td>13</td>
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<td><strong>10.4 Educational Services</strong></td>
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<td>10.4a Memorandum of Understanding (MOU) between ACUSD and Sacramento County Office of Education (SCOE) Teacher Induction Program</td>
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<td>10.4b 2020-2021 Sacramento County Office of Education (SCOE) Memorandum of Understanding (MOU) for Sly Park Science Camp</td>
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<td>10.4c 2020-21 Advancement via Individual Determination (AVID) Contract</td>
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<tr>
<td><strong>10.5 Surplus</strong></td>
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<tr>
<td>10.5a Jackson Jr. High School – 2 Acer Chromebooks, broken</td>
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<td>10.5b Jackson Jr. High School – 2 Dell computers, outdated</td>
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<td>10.5c Jackson Jr. High School – 1 paper shredder, broken</td>
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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.  

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’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 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.

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.

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.

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.

11.6 **2019-20 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.
12.0 REPORTS
12.1 Report from Superintendent (Dr. Slavensky)
12.2 Reports and Remarks from Board Members

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
* 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 jacqueline.dillard@acusd.org
MINUTES
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Wednesday, June 10, 2020
CLOSED SESSION 3:00 PM  OPEN SESSION 3:30 PM

Meeting Location: Remote meeting via Zoom.

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1.0 CALL TO ORDER 3:05 PM

2.0 BOARD MEMBERS
[X] Susan Ross – Board President
[X] Kandi Thompson – Board Clerk
[X] Deborah Puls Kemp
[X] James Marzano

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3.0 ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD

4.0 PUBLIC COMMENTS ON CLOSED SESSION
There were none.

5.0 CLOSED SESSION
5.1 Minutes – 5-27-2020 & 5-29-2020
5.2 Negotiations – with ACTA and CSEA (Government Code §54950 and §54957) (Mr. Vicari)

6.0 RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION
Board President Ross reported out on closed session. Item 5.1, Minutes, were approved; Item 5.2, Negotiations, the Board had discussion and gave direction to staff.

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

8.0 PLEDGE OF ALLEGANCE
Board President Ross led the pledge of allegiance.

9.0 PRESENTATION AND RECOGNITION
9.1 Certificate of Appreciation (Dr. Slavensky)
ACUSD would like to honor those who are making significant contributions to our community through their time, actions, talents and dedication. KVGC Radio and Ledger Dispatch Newspaper dedicated time and resources to help make our promotion and graduation events very special during COVID-19. Dr. Slavensky spoke to the Board regarding the work done by Jim and Jake Guidi with KVGC Radio and Jack Mitchell with Ledger Dispatch Newspaper. She thanked them for their tremendous work and positive working relationship with the District.

10.0 PUBLIC COMMENTS
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Jessica Cobb, community member, expressed concern to the Board regarding distance learning and Special Education students.

Jennifer Rider, community member, spoke to the Board regarding the stakeholder committee for reopening schools and sharing information with the community and parents.

11.0 CONSENT AGENDA
The Board of Trustees received these items under separate cover as an addendum. Public copy available during regular Board meeting and on the district website. Board Member Pulskamp motioned to approve
the consent agenda, and Board Member White seconded the motion. The motion passed 4-0, with one absentee.

11.1 Minutes
11.1a Board Workshop Meeting 5-27-20
11.1b Board Meeting 5-27-20

11.2 Personnel (Mr. Vicari)
11.2a Current Personnel Recommendations

11.3 Business (Mr. Critchfield)
11.3a Warrants issued between May 22 – May 29, 2020 - $101,970.79
11.3b 2019-2020 Attendance Calendar

11.4 Donations
11.4a Educational Services received a donation of art supplies for all schools from Amador County Arts Council.

11.5 Surplus
11.5a Plymouth Elementary School – 4 Toshibas, outdated
11.5b Plymouth Elementary School – 2 Lenovos, outdated
11.5c Plymouth Elementary School – 1 Gateway, outdated
11.5d Plymouth Elementary School – 1 iPad, outdated
11.5e Plymouth Elementary School – 1 Dell, outdated

12.0 DISCUSSION/ACTION ITEMS
12.1 2020-2021 Amador County Special Education Local Plan Area (SELPA) Local Plan - Second Reading/Discussion/Action (Mrs. Brown)
The Amador County SELPA ensures access to special education and related services for all students with disabilities residing within Amador County. Beginning July 1, 2020, all SELPAs are required to submit a Board approved Local Plan, using the CDE-adopted templates. Due to the coronavirus pandemic, the deadline for Section B has been postponed to June 30, 2021; however, due to a local need to make revisions now, Section B is included. Dr. Slavensky presented the item on behalf of Mrs. Brown. The key aspects of the 2020-21 SELPA Local Plan are the renaming of the SELPA from Amador County Office of Education SELPA to Amador County SELPA; the Administrative Unity (AU) will remain with ACOE; the mild-moderate teachers and staff will transfer from ACOE to the District; the SELPA Board will be composed of ACOE and District administrators; and the SELPA Director will be employed by the District.

Board Member Marzano asked if all timelines are being met for submitting the new SELPA Local Plan. Dr. Slavensky answered yes. She and Mrs. Brown developed a detailed process guide to follow. She commented that the Community Advisory Committee (CAC) has had the document to review for 35 days, meeting the 30-day requirement.

Board Member Pulsinkamp asked that if the CAC had an issue with the SELPA Local Plan, could they halt the process? Dr. Slavensky answered, no, the CAC is not a decision making body but rather an advisory committee.

Board President Ross motioned to declare a successful second reading of the SELPA Local Plan and to adopt the plan, and Board Clerk Thompson seconded the motion. The motion passed 5-0.

12.2 Resolution: ACUSD 19/20-039 Notice of Intent to Reduce Classified Positions due to Lack of Work or Lack of Funds - Discussion/Action (Mr. Vicari)
Due to the State’s planned 10% cut in revenue for public schools, the State's executive orders, and the CDC’s requirements for health and safety due to COVID-19, the District is faced with a fiscal impact that requires a reduction of approximately $4.5 million to programs and services for the 2020-2021 school year. This resolution allows the District to reduce expenses due to lack of work or lack of funds necessitated by the pandemic induced recession. In order to align District programs and services with available funding, certain kinds of services rendered by classified employees have been identified to be eliminated or reduced due to lack of work or lack of funds.

Board President Ross asked Mr. Critchfield to speak to the fiscal impact of this recommendation. Mr. Critchfield spoke regarding the current fiscal situation of the State and the shortfalls of the State budget. The Governor’s budget includes a 10% cut to educational funding, as well as the additional cost to reopen schools safely. The State budget has not yet been enacted so the district is preparing for a large shortfall.

Board President Ross asked what the cost would be to reopen schools while following the current CDC guidelines. Mr. Critchfield answered that the full cost is unknown at this time. There are several variables including what the district has to provide to ensure staff and student safety. The cost to provide face masks is several hundred thousand dollars.

Board Member Marzano asked if the State would provide PPE for schools. Mr. Critchfield answered that there was an announcement that the State would provide PPE for schools but the announcement was unclear if there would be any associated cost.

Mr. Critchfield reported that due to the unknown factors the district is preparing for the worst by making cuts to their expenditures. He stressed that the layoff notices are 60 day notifications and the district hopes to be able to rescind the notifications before school starts in August.

Board Members discussed the issue of not having all the information they need to make a decision regarding reopening schools and approving a balanced budget for the 2020-2021 fiscal year. Dr. Slavensky commented that the district has to plan for the worst and hope for the best because they have deadlines that must be met to submit a balanced budget to the State by the June 30 deadline.

Board President Ross asked Mr. Critchfield to clarify why only classified employees are being laid off and not certificated personnel. Mr. Critchfield answered that the deadline to layoff certificated positions is in mid-March. The pandemic hit just around the deadline to give certificated layoff notices. Unless the State gives permission to lay off certificated personnel in August, the district cannot lay off certificated personnel for the 2020-2021 school year.

Board Clerk Thompson expressed her concern with the timeline the State has given schools to adapt to a 10% budget cut. Dr. Slavensky commented that there is no precedent for what is happening in education at this time. She stated, in her 35 years of working in public school education, there has never been a pandemic and agreed that it is highly unusual.

Board Clerk Thompson expressed her gratitude that schools throughout the state are voicing their concerns and asking that the State make it possible for schools to reopen in the fall.

Dr. Slavensky commented that the district currently has stakeholder committees looking into the options for reopening schools.

Board Member Marzano asked for clarification regarding the number of people that will receive a layoff notice if the resolution is approved. Mr. Vicari answered that 1 FTE means one full time equivalent. Mr. Vicari explained that there are several part time positions that add up to one full
time equivalent position. Board Members discussed the different positions being laid off and the number of people that will be affected.

Board Member Pulskamp commented that she was a teacher during the 2008 recession and saw coworkers receiving pink slips. The layoff notices serve as a warning that there may not be a job for someone, but if work and funds are available then they will have a job.

Board Members discussed the pros and cons of sending layoff notices to a large number of classified employees. Board Member Marzano and Board Clerk Thompson expressed concern that if the Board approves the resolution the community may believe that the schools will not reopen in the fall. Board President Ross commented that the Board does not know if they will be able to reopen schools at this time and that a decision has not yet been made.

Mr. Vicari read the resolution to the Board. Board President Ross motioned to approve resolution ACUSD 19/20-039 Notice of Intent to Reduce Classified Positions due to Lack of Work or Lack of Funds, and Board Member Pulskamp seconded the motion. The motion passed 3-2 with Board Members Marzano and Thompson voting no.

12.3 **Job Description: Financial Analyst** (Mr. Vicari)

This job description replaces Budget Analyst, Confidential, which is outdated and does not increase staffing. This position is under limited direction of management personnel. Positions in this class perform the more complex clerical operations of accounts receivable and accounts reconciliations. Incumbents are assigned record keeping duties above average difficulty. Mr. Vicari spoke regarding the updated job description which will not affect the budget as the position currently exists, is budgeted, and filled by two employees in the Business Office.

Board Clerk Thompson asked if the description includes any additional duties. Mr. Critchfield answered no, there are no additional duties. He commented that the previous budget analyst job description was so outdated that the financial analyst job description lists the duties which the current employees do, making the job description consistent with current practice.

Board Member Pulskamp motioned to approve the job description of financial analyst, and Board Member White seconded the motion. The motion passed 5-0.

12.4 **Memorandum of Understanding (MOU) between County of Calaveras Library and Amador County Unified School District – Discussion/Action** (Mr. Critchfield)

The Calaveras County Library desires to enter into a Memorandum of Understanding with ACUSD to provide meal preparation and meals for their summer food service program in support of Calaveras school age youth. Mr. Critchfield spoke regarding the MOU. Food Services will be providing a summer meal program for Amador County youth under the age of 18. The program is fully funded with federal funds. Calaveras County does not provide this program and they have asked that Amador County provide the meals for them to provide to their students.

Board Member Pulskamp asked if Food Services staff will need to be increased to accommodate the summer meal program. Mr. Critchfield answered that most Food Services staff usually do not work during the summer so the district will hire from our current employees to work this additional summer program. Board Member Marzano asked how many staff will be working this summer. Mr. Critchfield answered that he believes there will be two staff members for this program working during the summer.

Board Member Pulskamp motioned to approve the MOU, and Board President Ross seconded the motion. The motion passed 5-0.
12.5 **California School Board Association (CSBA) Recommended Board Policy Updates – Discussion/Action** (Mr. Critchfield)

CSBA provides multiple policy update packets each fiscal year. The policies presented for updating at this time are in the area of Business Services. The descriptions summarize the changes made to each policy. It is recommended that districts review the materials and modify their policies accordingly. Mr. Critchfield spoke regarding the policy updates. He commented that the policy regarding waivers is related to the district applying for waivers such as the J-13 student attendance waiver when schools were closed due to PG&E power safety shutoff events.

Board Clerk Thompson asked if the district should look into having cameras on campus to provide a safer environment. Mr. Critchfield answered yes, the district has safety money in a separate fund from the general fund to use for providing cameras as well as alarms.

Board Member Marzano asked why the locks on gyms were not changed if people had keys to the building. Mr. Critchfield answered that tracking the keys becomes difficult and costly while using the funds for alarm systems solves the problem.

Board Clerk Thompson asked for clarification regarding the waiver policy and requesting joint waiver requests. Mr. Critchfield answered that the Joint Powers of Authority (JPA) will work with the district if a waiver crosses county lines and the district needs to work with an entity in a different county.

Board Clerk Thompson motioned to approve the board policy updates, and Board Member White seconded the motion. **The motion passed 5-0.**

13.0 **REPORTS**

13.1 **Report from Superintendent** (Dr. Slavensky)

Dr. Slavensky reported on the student celebrations during the last week of school and the drive through diploma pick-ups for graduating seniors. She reported on the experiences of the school year from the public safety power shut offs, the pandemic, and now the governor’s budget issues. She read a letter she sent to the community regarding the challenging and unique times the district and community members have faced. She stated that the district remains committed to their mission statement to prepare, support, and inspire each and every student. This summer the district will host a voluntary book study around cultural competence and equity to support all students and their families. (See the letter to the community on page 8 of this board packet.)

13.2 **Reports and Remarks from Board Members**

Board Member White reported that she has lived through several different historical times and she has never experienced a time similar to what the nation is currently facing. She reported that she feels she has a sense of responsibility to today’s youth to provide the best possible education and to listen to their needs.

Board Member Marzano reported that he wore a shirt in support of student athletes to be able to begin conditioning and practicing for the fall sport season.

Board Member Pulskamp reported that she attended the drive through diploma pick-up for Amador High School and congratulated the graduated seniors. She reported that she was impressed with how the staff and groups coordinated and planned to create a nice celebration for the students. She commented that she hopes schools will be able to reopen in the fall and that the Board and district are listening to Dr. Kerr and the State to make the best possible decision.

Board Clerk Thompson reported that she attended the drive through diploma pick-up for Argonaut High School and was impressed and grateful for the celebration of the graduating students.
students. She reported that with the low number of confirmed COVID-19 cases she hopes that student athletes can begin training and practicing again. She reported that she agrees with Board Member White and that the Board has a responsibility to provide the best possible education to the students. She feels that the best possible education will be provided in-person and is hopeful that schools will be allowed to reopen in the fall.

Board President Ross reported that she is appalled at the drastic budget cuts being made by the State. She read a letter to the governor asking him to fully fund schools so they are able to reopen in the fall. She urged community members to reach out to local and State officials requesting full funding for schools as well.

14.0 **NEXT MEETING**
ACUSD Regular Meeting: Wednesday, June 24, 2020, tentatively scheduled to be held via Zoom. Open Session will tentatively start at 3:30 PM.

15.0 **ADJOURNMENT** 5:20 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 jacqueline.dillard@acusd.org
Dear Amador County Public Schools Families & Staff,

This school year we have faced more challenges than ever before. Our families, staff and students have persevered through these challenging times. With the current state of the nation, I believe it is our duty to speak up for our students, families, and community members. The death of George Floyd in Minneapolis and the related protests and rioting that have occurred throughout the nation provide a sobering reminder that we still live in a world that continues to struggle with matters of diversity and equity.

For educators, this can and must be a teachable moment. No other institution has the presence or the mission to provide the guidance needed to help our children understand the significance of the moment we are in. Our children are watching. They have access to social media. Like millions of others, many of our children are witnessing the recent events. They want to know why this is happening and what will be done about it.

Please know, in ACUSD, we remain committed to our mission statement to prepare, support, and inspire each student. Our county is enriched by the diversity of our community, and our hearts are with all of our students, especially those from historically under-represented and under-resourced backgrounds, as they watch what is happening throughout the nation. We stand behind our students, their families, and their unique cultural backgrounds. We see you, and we offer you our support.

It is crucial at this time that we continue to ensure the safety of all our students. To do this, we will continue to educate ourselves and step out of our comfort zone to help support and address the issues that our families and community members face. We will continue equity training to provide a safe environment for all of our students. We will continue to research, read, listen, and ask questions. We will continue to support all of our students.

The following resources are available to help support equity education efforts everywhere.

A Conversation on Race: Short Films
“Are You Speaking Spanish?”; How To Ask Questions About Differences
“The World Is Unfair”: My Head-On Approach To Talking About Homelessness With My Daughter
“If They’re Both Straight” And Other Thoughts

Thank you for your ongoing support of all of our students.

Sincerely,
Dr. Amy Slavensky, ACUSD Superintendent
AGENDA ITEM #: 10.2a

SUBJECT: Human Resources Consent Agenda for June 24, 2020

CURRENT PERSONNEL RECOMMENDATIONS

Certificated ~ New Hire 2020-2021 School Year
Julie Makar, science teacher, 1 FTE, Jackson Junior High School

Certificated ~ Summer School
Misty Weaver, ELA distance learning, effective June 8, 2020 thru June 26, 2020
Terry Riggle, social science distance learning, effective June 8, 2020 thru June 26, 2020

Certificated ~ Department Chairs, Advisors, Teacher in Charge, Stipends 2019-2020
Argonaut High School ~ Stipend
Matt Gough, Freshman Class Advisor, $1,000
Robert Hunkins, freshman class advisor, $1,000

Classified ~ Retirement
David Sharp, maintenance worker I, 8 hours/12 months, Sutter Creek Elementary School, July 1, 2020

Classified ~ Summer Food Program
Christina Cardenas, cook manager, 6 hours, Argonaut High School, effective dates June 8, 2020 thru August 7, 2020
Heather Arevalo, food service worker III, 6 hours, Argonaut High School, effective dates June 8, 2020 thru August 7, 2020

Confidential ~ Resignation
Jacqueline Dillard, executive communications & operations specialist, 8 hours/12 months, District Office, effective June 30, 2020

RECOMMENDATION:
Approve Human Resources Consent Agenda

PRESENTED BY:
David Vicari, Assistant Superintendent, Human Resources & Labor Relations
JUNE 24, 2020

AGENDA ITEM #: 10.2b

SUBJECT: Frontline Education AESOP Agreement

BACKGROUND INFORMATION:
Frontline Education AESOP Program is what the Amador County Unified and the Amador County Office of Education use as their employee absence and substitute replacement program.

FISCAL IMPLICATIONS:
Total cost of the contract for 2020-2021 is $11,170.38 which is included in the 2020-2021 budget.

RECOMMENDATION:
The Superintendent recommends the Board approve the Frontline Education AESOP Agreement as part of the consent agenda.

PRESENTED BY:
Dave Vicari, Assistant Superintendent, Human Resources & Employee Relations
PURCHASE ORDER REQUEST FORM  
School Year: 2020-21

ORDER FROM:
FRONTLINE TECHNOLOGIES

Company Name: Vendor #
PO BOX 780577
PHILADELPHIA, PA 19178-0577

DATE: 06/08/2020

Ordered by (Site): Personnel

Dept./Teacher: VICARI / HAUGHT

Quote Attached?: Yes
If yes, please attach quote at bottom of page.

Charge to Budget Account Number:
01-1100-0-5800-0000-7400-940-000

Please check for accuracy* I understand

Is this a federal resource? (3000-5999) No

If this is a federal resource, was the vendor verified with SAM system?

If applicable, date formal purchase procedures were completed:

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NO TAX INCLUDED, please delete amount

SUBTOTAL TAX SHIPPING

TOTAL $12,036.08

Categorical/Supt. Approval:

Budget Available: Yes

Purchase Order Number Assigned: na
Amador County Office Of Education
17613
217 Rex Avenue
Jackson CA 95642

Start Date: 07/01/2020
Due Date: 07/31/2020

PAYMENT INFORMATION
Please send checks to:
Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:
Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.


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Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

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TOTAL DUE by 07/31/2020 $11,170.38
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</tr>
<tr>
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<td>SPORT BUILD/SPORT STRIPING</td>
<td>40</td>
<td>6/12/2020</td>
<td>5,800.00</td>
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**Total:** $615,464.58

If there are any questions regarding any of the payments, please contact
Jared Critchfield @ 257-5375 or Nancy Kohlman @ 257-5333
JUNE 24, 2020

AGENDA ITEM #: 10.4a

SUBJECT:
Sacramento County Office of Education (SCOE) Teacher Induction Program MOU

BACKGROUND INFORMATION:
SCOE's Teacher Induction Program assists schools and districts in providing Teacher Induction that meets both program and credentialing standards for the state of California. The program provides credentialed teachers with a specifically designed standards-based professional development series, mentoring and coaching, credentialing services, and technical assistance aligned to the California Standards for the Teaching Profession (CSTP). The two year program provides a bridge linking the theory, knowledge and skills acquired in the Preliminary Credential Program to the realities of daily classroom teaching.

New teachers design an Individual Learning Plan (ILP) and work closely with a mentor and site administrator who offer coaching and longer-term analysis of teaching practice to help new teachers develop enduring professional skills. This program is designed to blend our district and schools’ goals, the teacher’s context for teaching, and their areas for growth into a focused approach to professional development.

FISCAL IMPLICATIONS:
13 ($1800) = $23,400 to SCOE Teacher Induction for the basic program
13 ($1000) = $13,000 in mentor stipends
(3 teachers) (3 days of new mentor training) ($150 per substitute) = $1,350 for New Mentor training if we need 3 new mentors

The total estimated cost of Induction is $37,750 funded with restricted Federal Title 2 funds (LCAP Goal 1, Action 1) which may only be used for professional development.

RECOMMENDATION:
The Superintendent recommends approval of the SCOE Teacher Induction MOU.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
District Memorandum of Understanding
Sacramento Consortium Teacher Induction Program,
Sacramento County Office of Education
and Amador COE/Amador County USD

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE’s Sacramento Consortium Teacher Induction Program. SCOE partners with Charter, Private and District programs (Program Partners) to administer a Commission on Teacher Credentialing (CTC) approved, job-embedded, two-year Teacher Induction Program (Induction Program) for General Education Multiple and Single Subject and Education Specialist Clear Credential Candidates. This partnership is hereinafter referred to as the Consortium.

The Sacramento Consortium Teacher Induction Advisory Council (Advisory Council) is composed of representatives from SCOE, Program Partners, and Institutions of Higher Education. It provides feedback to the Induction Program and helps enhance PK-20 education collaboration.

The purpose of the MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. SCOE and the participating LEAs will form a partnership in providing and coordinating services as part of the Consortium.

I. Parties
This Memorandum of Understanding (MOU) is entered between the Sacramento County Office of Education (SCOE) and the Amador COE/Amador County USD (District) to implement the Induction Program.

II. Term
The effective dates of this MOU are July 1, 2020, through June 30, 2021. Either party may terminate this agreement upon written notice submitted to the Advisory Council no later than 180 days prior to the start of the next school year.

III. Responsibilities - General

A. SCOE shall:
   1. Be responsible for ensuring that the Induction Program fulfills the applicable standards of program quality and effectiveness adopted by the CTC and the California Department of Education (CDE) through the development of the Sacramento Consortium Teacher Induction Program.
   2. Supply to the CTC and CDE reports and other information as requested on all matters related to program requirements and activities.
   3. Employ staff to perform services as described in the Sacramento Consortium Teacher Induction Program Standards and budget guidelines.
   4. Provide a workspace for SCOE’s Induction Program staff including computer, fax access and telephone, and meeting space for program activities.
5. Develop an annual program budget.
6. Establish a payment schedule and reporting requirements for the fee for service for each eligible credential candidate.
7. Develop and establish contracts with outside vendors for professional services as needed and/or required.
8. Facilitate a process for equitable distribution of services to Induction Program credential candidates and Mentors for all Consortium partners.
9. Advise participants of an Early Completion Option for “experienced and exceptional” candidates.
10. Convene the Advisory Council and develop other administrative processes as provided for in the Sacramento Consortium Teacher Induction Program Plan.
11. Participate in program evaluation.

B. District agrees to the following:
1. The District superintendent (or designee) will serve as the District Advisor. He/she shall provide feedback and support to SCOE’s Induction Program Director and serve on the Advisory Council. District will identify the District Advisor on Attachment 1 (attached hereto and incorporated herein) and return the attachment with its signed MOU.
2. Appoint an Induction Program Coordinator according to established guidelines to oversee all Induction Program activities within the District and assume the responsibilities established by the Consortium.
3. Assess credential candidates to ensure that they meet enrollment criteria. Enroll and serve eligible credential candidates according to induction requirements and criteria established by the Consortium.
4. Identify all teachers who are in their first year of teaching or first year of teaching in the District and other candidates who are eligible for Program services as described by CTC guidelines by September 30, 2020.
5. Confirm all participants by October 31, 2020 for purposes of invoicing.
6. Identify all school sites with eligible credential candidates and provide appropriate and sufficient information to all site administrators.
7. Communicate to all site administrators the Program requirements, including release time to participate in required observations (2-4 days) and employer input into the Candidates’ development of an Individual Learning Plan (ILP) within the first 60 days of enrollment in the program. The ILP will be solely used for professional growth and development of the participating teacher, not for evaluation or employment purposes.
8. Select experienced teachers as Induction Program Mentors according to established criteria as outlined in CTC’s 2016 Teacher Induction Program Standards. Ensure Mentors’ attendance at all required induction events including attendance at required Mentor training.
9. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission’s identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level, subject matter, and credential.
10. Ensure Mentors will meet one-to-one consultations with the participating teacher(s) as described in the program.
11. District must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring.
12. Arrange for substitute teachers if necessary to allow for Mentors’ observations of their credential candidates.
13. Provide on-going information about Induction Program activities to the District’s governing board.
14. Participate in required program evaluation.
15. Agree to all completion requirements as stated in the approved induction program document.

IV. Responsibilities – Fiscal

A. SCOE, in its capacity as the Induction Program’s LEA, agrees to the following:
   1. Overall fiscal responsibility for the administration of the Induction Program.
   2. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Sacramento Consortium Teacher Induction Program Plan.
   3. Expend income according to regularly established policies and procedures.

B. The District agrees to the following:
   1. Pay $1,800 per Teacher Candidate cost-for-service fee per year of a two-year Induction Program. District agrees to pay the full fee unless written notice is provided to SCOE per number 4, below.
   2. In addition to the induction program fee of $1,800, there will be an additional one-time fee of $500 for Education Specialist Level I candidates who are required to demonstrate competency in Level II content standards via the SCOE Teacher Induction Level II Portfolio process. The $500 fee will support the review of the candidate’s portfolio and recommendation for the clear Education Specialist credential.
   3. Pay $2,300 cost-for-service fee for each Teacher Candidate who has met the criteria for, and has been accepted as a candidate for the Early Completion Option (ECO), in lieu of the two-year program. ECO candidates may have different ECO completion terms. District agrees to pay the full fee unless written notice is provided to SCOE per number 4 below.
   4. Provide written notice to SCOE of any Teacher Candidate who discontinues program participation. Written notice may be provided via email to croe@scoe.net. Refund total is determined by date SCOE receives written notice, not teacher drop date.

   SCOE will provide a refund to the District according to the following schedule:
<table>
<thead>
<tr>
<th>Date SCOE Receives Written Notice</th>
<th>Amount of Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul. 1- Oct. 31</td>
<td>100% of Teacher Candidate fee</td>
</tr>
<tr>
<td>Nov.1- Dec. 31</td>
<td>50% of Teacher Candidate fee</td>
</tr>
<tr>
<td>Jan 1- Jan. 31</td>
<td>25% of Teacher Candidate fee</td>
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<tr>
<td>Feb. 1-Jun. 30</td>
<td>No refund</td>
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</tbody>
</table>

5. Designate a Fiscal Contact to maintain fiscal records related to the District’s Induction Program and provide them to the Induction Program upon request.

V. Ownership of Materials
Any and all products developed by the Induction Program are the exclusive property of the Sacramento County Office of Education (SCOE). School districts, their employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the express written permission of SCOE and the Consortium. SCOE and the Induction Program shall have the authority to adapt and adopt materials developed by Induction Program for dissemination purposes.

VI. Compliance with CTC Requirements
Pursuant to Education Code Section 44227 both parties agree to adhere to the General Preconditions (requirements 1-6) established by the CTC, which are attached to this MOU as Attachment 2 and incorporated into the MOU.

VII. General Terms.
A. Entire Contract:
   This contract contains the Parties’ entire written agreement. Any representations or promises not specifically detailed in this document will not be valid or binding on the Parties to this contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.

B. Indemnification:
   1. District agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of District (its director, agents, officers, or employees) in performing its duties and obligations described in this agreement or imposed by law.

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

2. Each party shall be responsible for maintaining the confidentiality of employee data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

3. The principles of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

C. Independent Agents:
   This MOU is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for worker’s compensation and other employment laws for their respective employees.

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

E. Force Majeure
   No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party’s control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.

F. Execution of Agreement:
   This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
G. Signatures:
By affixing its signature to this Contract, each Party warrants and represents that each has the authority to enter into this contract and to perform all obligations under the contract, and further that the signatory of this contract is authorized to legally bind the Party.

By: 
Signature of Authorized Official
Sacramento County Office of Education

Printed Name: _______________________________________
Title: Associate Superintendent
Date: ________________________________

By: 
Signature of Authorized Official
Amador COE/Amador County USD

Printed Name: Sean Snider
Title: Assistant Superintendent, Educational Services
Date: June 24, 2020

______________________________
AGENDA ITEM #: 10.4b

SUBJECT:  
2020-2021 Sacramento County Office of Education (SCOE) Memorandum of Understanding (MOU) for Sly Park Science Camp

BACKGROUND INFORMATION:  
Some of our schools attend science camp at Sly Park Environmental Education Center. This memorandum of understanding (MOU) serves to formalize the agreement between Amador County Unified School District and Sacramento County Office of Education to provide this service. While the status of science camp is uncertain at this point due to COVID-19, this agreement leaves attending science camp as an option if conditions permit.

FISCAL IMPLICATIONS:  
Science Camp is funded by the individual school sites.

RECOMMENDATION:  
The Superintendent recommends approval of the SCOE Sly Park MOU.

PRESENTED BY:  
Sean Snider, Assistant Superintendent, Educational Services
Date:       June 2, 2020

To:         Superintendent Amy L. Slavensky, Ph.D.
            Amador County Unified School District

From:       Brett Nelson, Director
            Sly Park Environmental Education Center

Please sign and return the enclosed Memorandum of Understanding (MOU) to allow schools in your district to participate in the Sly Park program for the 2020/21 school year. Additionally, the Sacramento County Office of Education (SCOE) requires that your district provide a copy of your Certificate of Liability Insurance for our records naming SCOE as the insured. We must receive both of these documents, no less than 60 days prior to your trip, in order for your district/school(s) to attend Sly Park.

Please return both of the documents as soon as possible. Send to:

            Sly Park Environmental Education Center
            5600 Sly Park Road
            Pollock Pines, CA 95726

A copy of the signed MOU and all further correspondence regarding 2020/21 participation will be sent directly to the schools. If you have any questions please call me at (916) 228-2485.

Thank you!
Memorandum of Understanding

This memorandum of understanding (MOU) is entered into between the Sacramento County Office of Education (SCOE) and Amador County Unified School District (District) for SCOE to provide an outdoor learning experience to District’s students at SCOE’s Sly Park Environmental Education Center (Sly Park).

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2021.

I. The District shall:
   A. Comply with the terms of this Agreement and the rules and regulations of SCOE, Sly Park, and the USDA Forest Service, and all applicable laws. The District shall require participating District schools to likewise comply with the Agreement and the applicable rules, regulations, and laws.
   B. Arrange for transportation of program participants, staff, chaperones, and their belongings to and from the Sly Park Campus.
   C. Provide 1 certificated teacher for every 34 students from a participating District school for the duration of the school’s stay at Sly Park.
   D. Provide 1 adult chaperone for every 12 children at a rate of $125 each. This shall include 1 female chaperone for every 12 female participants and 1 male chaperone for every 12 male participants. If an aide is needed to be with only one student, that adult’s presence is not used in determining the proper student to chaperone ratio.
   E. Ensure that each District school teacher and chaperone is available to assist in supervising students at the direction of the Sly Park Director. In the event that a teacher or chaperone is not available, Sly Park reserves the right to hire a SCOE approved individual to assist in supervision. Costs incurred for supervision services will be the responsibility of the District. District shall inform Sly Park of any special needs at least 30 days prior to the scheduled arrival date.
   F. Require District employees and adult chaperones participating in the Sly Park Program to be fingerprinted and pass a criminal record background check.
   G. Pay the full program rate for adults/chaperones staying at Sly Park, who are not acting as a certificated teacher or chaperone as outlined in Paragraphs C or D above or who are in excess of the appropriate ratio expressed therein.
   H. Ensure students are adequately prepared for resident life on the Sly Park Campus, including the possibility of inclement weather. Each chaperone, staff, and student must furnish a sleeping bag, or blankets and sheets, as well as clothing appropriate for hiking activities and weather. Suggested supplies are included in Exhibit A – Sly Park Packing List.
   I. Notify the Sly Park Director of a student’s behavioral or disciplinary issues that may affect the safety of the student, other students, adults, or staff. In collaboration with the Sly Park Director, develop appropriate interventions, arrangements, and/or responses to facilitate the best possible educational opportunity at Sly Park for the student.
   J. Inform the Sly Park Director of known health concerns and/or special needs that may impact a student’s ability to participate in Sly Park activities. Coordinate with the Sly Park Director to arrange appropriate accommodations to facilitate a successful Sly Park experience for students.

MOU Between SCOE and District
K. Ensure that the parent/guardian of each registered student completes and signs the Student Registration and Medication Authorization online forms, which can be found at https://cwngui.campwise.com/Apps/OnlineReg/Pages/Login.html.

L. Provide medical care and/or medication administration to District students while on the Sly Park campus in accordance with District procedures. Sly Park staff will not be responsible for administration of medication to students.

M. Adhere to the Sly Park Visitor Policy included in Exhibit B – Sly Park Visitor Policy.

N. Ensure that District’s chaperones, staff, and students refrain from bringing any alcohol, tobacco, weapons, or illegal substances onto Sly Park campus.

O. Leave the Sly Park campus in the same condition as found upon arrival. At SCOE’s discretion, District may be responsible for actual costs of any repairs necessitated by damage caused by the District’s schools, pupils, chaperones, teachers, or other persons attending Sly Park in conjunction with the participating District school. Damage may result in Sly Park denying the District or the school future opportunities to participate in Sly Park programs. This paragraph does not apply to reasonable wear and tear to the campus, as determined by the Sly Park Director.

II. SCOE/Sly Park shall:

A. Provide an open enrollment period for schools/districts wishing to reserve space at Sly Park which is equitable and on a first-requested, first-reserved basis.

B. Provide an Outdoor Environmental Education Program, including curriculum and outdoor activities led by certificated instructors.

C. Provide lodging and food for students, chaperones, and District teachers in accordance with the District’s reservations.

D. Through the Sly Park Director, enforce laws and policies applicable to District students, staff, and chaperones attending Sly Park Environmental Education Program.

E. Upon availability, accept a District’s request to increase student attendance or reschedule camp dates when requests are made within the time frames set forth below.

III. Payment:

A. Participating Districts/schools shall be responsible for payment of a non-refundable deposit of $20.00 per reserved student. A deposit will secure a reservation at Sly Park and will be applied to a final invoice. Sly Park may cancel a reservation if the deposit is not made by:
   a. **January 30, 2020** for visits occurring between August 1 and December 31, 2020;
   b. **April 30, 2020** for visits occurring between January 1 and June 15, 2021; or
   c. Within 40 days of mailing the deposit invoice.

B. Schools can make alterations to their reserved student number without penalty at any time prior to **May 1, 2020** for Sly Park visits occurring between August 1 and December 31, 2020 and prior to **September 30, 2020** for Sly Park visits occurring between January 1 and June 15, 2021.

C. The District agrees to pay for the greater of:
   a. the actual number of students who attend Sly Park, or
   b. 94% of the number of students reserved as of the deadline for changes.

D. Programs receiving exclusive use of the facility will be billed an amount reflecting a minimum attendance of 75 persons, regardless of the number actually attending.
E. Unless otherwise indicated on the Reservation Request, program costs for the 2020/21 school year are as follows for each student and adult/chaperone in excess of the ratio outlined in Section I, Paragraph D:
   a. 5 Day / 4 Night Program: $255.00
   b. 4 Day / 3 Night Program: $220.00
   c. 3 Day / 2 Night Program: $185.00

F. Should the District, or participating school, regardless of reason, cancel a confirmed reservation after the deadline above (Section III.B), District agrees to pay a cancellation fee equal to full program costs for 75% of the original number of reserved students.

G. If a District notifies Sly Park of its inability to attend, or of reduced attendance numbers, at least 90 days prior to its scheduled arrival date, Sly Park will try to accommodate the District’s revised needs through rescheduling, subject to demand and availability. In the event Sly Park is unable to accommodate the revisions, District remains responsible for payment as set forth above.

H. District agrees to approve and authorize to pay within 30 days all invoices submitted by Sly Park/SCOE pursuant to this agreement.

I. Send all deposits and payments to the following address:
   Sacramento County Office of Education
   Attn: Financial Services
   PO Box 269003
   Sacramento, CA 95826-9003

IV. General Terms:
   A. Indemnification.
      1. To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless SCOE/Sly Park, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District’s duties and obligations described in this Agreement or imposed by law.
      2. To the fullest extent allowed by law, SCOE/Sly Park shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by SCOE/Sly Park or its directors, officers, agents, employees, volunteers, or guests arising from SCOE/Sly Park’s duties and obligations described in this Agreement or imposed by law.
      3. This section shall survive the termination of this Agreement.

   B. Force Majeure. Notwithstanding any language herein to the contrary, neither party shall be liable for any failure in the performance of this agreement when such failure is due to causes beyond its reasonable control, including but not limited to natural disasters, floods, fires, acts of God, government orders or any other force majeure event.

   C. Insurance. District and SCOE shall maintain in full force and effect during program and occupation of Sly Park a comprehensive general liability insurance policy in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence. District’s insurance policies shall name SCOE, its officers, employees, and agents, as additional insured. Either party will furnish the other with a copy of proof of insurance prior to District’s occupancy of Sly Park upon request.

MOU Between SCOE and District
D. **Non-Assignment.** This Agreement may not be transferred or assigned without the express written consent of SCOE.

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

F. **Independent Agents.** Both parties, their agents, employees, and volunteers, shall act as independent agents in the performance of this Agreement, and not as an agent of the other party.

G. **Entire Agreement and Amendment.** Exhibits A-B are incorporated herein and are deemed part of this MOU. Including these incorporated documents, this MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by both parties.

H. **Notices.** All notices shall be deemed to have been given when made in writing and delivered to the respective representatives of District and SCOE at their contact information below:

<table>
<thead>
<tr>
<th>Sly Park Environmental Educ. Center</th>
<th>Amador County Unified School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>5600 Sly Park Rd.</td>
<td>217 Rex Avenue</td>
</tr>
<tr>
<td>Pollock Pines, CA 95726</td>
<td>Jackson, CA 95642</td>
</tr>
<tr>
<td>Tel: 916-228-2785</td>
<td>Tel: 209-223-1750</td>
</tr>
<tr>
<td>Fax: 530-644-2670</td>
<td>Fax: 209-223-1733</td>
</tr>
<tr>
<td>Email: <a href="mailto:slypark@scoe.net">slypark@scoe.net</a></td>
<td>Email: <a href="mailto:aslavensky@acusd.org">aslavensky@acusd.org</a></td>
</tr>
</tbody>
</table>

I. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

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

Sacramento County Office of Education

Amador County Unified School District

<table>
<thead>
<tr>
<th>Brett Nelson</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director</td>
<td></td>
</tr>
<tr>
<td>Sly Park Environmental Education Center</td>
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<table>
<thead>
<tr>
<th>Amy Slavensky, Ph.D.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent</td>
<td></td>
</tr>
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</table>
JUNE 24, 2020

AGENDA ITEM #: 10.4c

SUBJECT:  
2020-21 Advancement via Individual Determination (AVID) Contract

BACKGROUND INFORMATION:  
AVID's mission is to close the achievement gap by preparing all students to succeed in education and global society. Regardless of their life circumstances, AVID students overcome obstacles and achieve success. They graduate and attend college at higher rates, but more importantly, they can think critically, collaborate, and set high expectations to confidently conquer the challenges that await them.

AVID schools and educators are driving student success through engaging, rigorous, and student-centered learning environments.

AVID measures success by helping students who are traditionally underrepresented in higher education become college- and career-ready. 75% of AVID students are from a low socioeconomic status background, and 80% are underrepresented students. Nevertheless, they outperform their peers in crucial metrics nationwide.

The data is proof of AVID’s powerful impact on changing lives. 94% of AVID students complete four-year college entrance requirements, 90% who apply are accepted into four-year colleges, 85% persist into the second year of college.

FISCAL IMPLICATIONS:  
$24,716 funded through restricted Low Performing Students Block Grant (LCAP Goal 2, Action 1).

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

PRESENTED BY:  
Sean Snider, Assistant Superintendent, Educational Services
# AVID Center

## Products and Services Quote/Order

**Quote/Order #:** Q-79565  
**Client:** Amador County Unified School District  
**Address:** 217 Rex Ave  
**Jackson, CA 95642**

**Effective Date:** July 01, 2020  
**Expiration Date:** June 30, 2021

**AVID Center Representative:** Joni Guerrero  
**Phone:** (303) 436-2202  
**Email:** jguerrero@avid.org

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### District Products

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<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tbody>
<tr>
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<td>AVID District Leadership Year 1</td>
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**District Products SUBTOTAL:** $6,000.00

### Amador High School

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<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tbody>
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<td>1</td>
<td>Secondary Digital Library Set - 8 Licenses - Year 2</td>
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<td>$0.00</td>
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<tr>
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<td>AVID Membership Fees Secondary</td>
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<td>AVID Weekly Secondary</td>
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**Amador High School SUBTOTAL:** $4,679.00

### Argonaut High School

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<th>PRODUCT NAME</th>
<th>UNIT PRICE</th>
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<td>Secondary Digital Library Set - 8 Licenses - Year 2</td>
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<td>AVID Membership Fees Secondary</td>
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<td>AVID Weekly Secondary</td>
<td>$595.00</td>
<td>$580.00</td>
</tr>
</tbody>
</table>

**Argonaut High School SUBTOTAL:** $4,679.00

### Ione Junior High School

<table>
<thead>
<tr>
<th>QTY</th>
<th>PRODUCT NAME</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AVID Membership Fees Secondary</td>
<td>$4,099.00</td>
<td>$4,099.00</td>
</tr>
<tr>
<td>1</td>
<td>AVID Weekly Secondary</td>
<td>$595.00</td>
<td>$580.00</td>
</tr>
</tbody>
</table>

**2020 - 2021 Amador County Unified School District Drafted: 05/22/2020**
Ione Junior High School SUBTOTAL: $4,679.00

<table>
<thead>
<tr>
<th>QTY</th>
<th>PRODUCT NAME</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AVID Membership Fees Secondary</td>
<td>$4,099.00</td>
<td>$4,099.00</td>
</tr>
<tr>
<td>1</td>
<td>AVID Weekly Secondary</td>
<td>$595.00</td>
<td>$580.00</td>
</tr>
</tbody>
</table>

Jackson Junior High School SUBTOTAL: $4,679.00

TOTAL: $24,716.00

plus all applicable taxes

This AVID Products and Services Quote/Order (“Quote/Order”), together with the General Terms and Conditions (“Ts&Cs”) attached hereto as Exhibit “A” (collectively, this “Agreement” or “AVID Agreement”), constitutes a binding agreement between AVID Center and the “Client” identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

N/A
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,  
a California Non-Profit Corporation  
501(c)(3)

Signature: ____________________________  
Print Name: ____________________________

Title: ____________________________

Date: ____________________________

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594

Amador County Unified School District

Signature: ____________________________

Print Name: Sean Snider  
Email Address: ssnider@acusd.org

Title: Assistant Superintendent, Educational Services

Date: June 24, 2020
Exhibit “A”

AVID Center General Terms and Conditions

These General Terms and Conditions (these “Ts&Cs”) set forth an agreement by and between AVID Center, a California nonprofit corporation (“AVID Center”), and the “Client” identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client’s terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. “AVID Materials” shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. “AVID Member Site” shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. “AVID Methodologies” shall mean AVID Center’s proprietary methodologies incorporated within the AVID Products and Services.

1.4. “AVID Products and Services” shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center’s website located at https://www.avid.org/Page/3290. Such descriptions and requirements may change from time to time at AVID Center’s sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. “Proprietary Information” shall mean confidential or proprietary information pertaining to AVID Center’s business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. “Subsequent Quote/Order” shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. “Site Data” shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. “Student Data” shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. Term. The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order (“Term”).

Article III. Licenses.

3.1. AVID Products and Services.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license, without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an “Accept” button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;
(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the “AVID” trademarks, service marks and logos (collectively, “AVID Trademarks”) only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center’s substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]* or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: “[AVID Trademark] is a [registered] trademark of AVID Center.”

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center’s prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto (“Intellectual Property Rights”). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, “Feedback”) and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client’s Obligations.

4.1 Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center’s Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center’s expense.

4.2 Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3 Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, “Data”) specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4 Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site’s breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID
Center in seeking a protective order or contesting such required
disclosure.

Article V. Compensation.
5.1. Invoicing and Payment. AVID Center will invoice
Client the amount stated in the Quote/Order or Subsequent
Quote/Order, as the case may be, upon execution of the
Quote/Order or Subsequent Quote/Order, and Client shall pay
to AVID Center the full invoiced amount within thirty (30) days
following Client’s receipt of the invoice.

5.2. Taxes. Client shall be responsible for the
payment of any applicable sales or use taxes or any value
added or similar taxes payable with respect to the AVID
Products and Services provided by AVID Center or arising out of
or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to
offset any amount or claim against amounts payable to AVID
Center hereunder.

Article VI. Representations and Warranties;
Warranty Disclaimer.
6.1. Representations and Warranties. Each party
represents and warrants to the other party that its execution
and delivery of this Agreement, and its performance of this
Agreement, (i) are within its power and authority; (ii) do not
require any consent or other action by and in respect of or filing
with any third party or governmental body or agency; and (iii) do
not, and will not, violate or conflict with or constitute a default
under any applicable law, regulation, or published interpretive
guidance or ruling.

6.2. Warranty Disclaimer.
(a) EXCEPT AS EXPRESSLY SET FORTH IN
SECTION 6.1, NEITHER PARTY MAKES ANY REPRESENTATION
OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED,
AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING,
BUT NOT LIMITED TO, IMPLIED WARRANTIES OF
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE
AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT
THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT’S OR
ANY AVID MEMBER SITE’S REQUIREMENTS AND AVID CENTER
DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT’S OR
ANY AVID MEMBER SITE’S USE OR INABILITY TO USE ANY
OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS
GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS
AND SERVICES.

Article VII. Limitation of Liability.
7.1. Exclusion of Damages. TO THE MAXIMUM
EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL
EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY
 ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF
ACTION OR THEORY OF LIABILITY, INCLUDING TORT,
NEGLECT, STRICT LIABILITY, MISREPRESENTATION,
BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a)
ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL
OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY
KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH
DAMAGES; OR (b) THE COST OF PROCUING SUBSTITUTE
GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING
ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER
SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE
AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND
CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS
OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT
HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR
SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES
AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL
NOT APPLY TO ANY BREACH OF CLIENT’S OBLIGATIONS UNDER
ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR
INFRINGEMENT OF AVID CENTER’S INTELLECTUAL PROPERTY
RIGHTS. THESE LIMITATIONS SHALL APPLY
NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE
OF ANY LIMITED REMEDY.

Article VIII. Termination.
8.1. By AVID Center. AVID Center may terminate this
Agreement in its entirety or with respect to one or more AVID
Member Sites in the event of Client’s material breach of this
Agreement, which is not fully cured within thirty (30) days
following AVID Center’s notice of the breach. In the event
Client’s breach is not cured, AVID Center shall notify Client of its
election to terminate this Agreement or, if termination is
limited to one or more AVID Member Sites, AVID Center shall
notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement
for any reason, or no reason, upon thirty (30) days’ prior written
notice to AVID Center.

8.3. Effect of Termination. Upon termination or
expiration of this Agreement or with respect to termination of
one or more AVID Member Sites, (a) the licenses granted to
Client hereunder, or the rights granted hereunder with respect
to the terminated AVID Member Sites, shall automatically
terminate and all rights shall revert to AVID Center; (b) Client
shall immediately discontinue use of the AVID Products and
Services and cease using the AVID Materials, AVID
Methodologies, and AVID Trademarks in all AVID Member Sites
following termination or expiration of this Agreement, or, in the
case of termination of one or more AVID Member Sites, in the
terminated AVID Member Sites; (c) Client shall pay to AVID
Center all unpaid amounts that are due and payable hereunder
and shall remain liable for its obligations or other actions that
accrued or occurred prior to the date of termination or
expiration; and (d) Client shall promptly return to AVID Center
all AVID Materials and Proprietary Information (including
copies) in its possession or control following termination or
expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the
parties’ respective rights, obligations and duties under Articles
I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall
survive expiration or any termination of this Agreement.

Article IX. General Provisions
9.1. Independent Contractors. The relationship
between the parties is that of independent contractors and
neither party shall have authority to contract for or bind the
other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies
conferred herein shall be cumulative and in addition to all of
the rights and remedies available to each party at law, equity
or otherwise.

9.3. Governing Law/Venue. This Agreement shall be
governed by and interpreted under California law, without
regard to its conflict of laws provisions, and, except as provided
in Section 9.4, the state and federal courts located within the
County of San Diego, California shall have the exclusive

2020 - 2021 Amador County Unified School District Drafted: 05/22/2020
jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution. 

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party’s performance or lack of performance hereunder (a “Dispute”) by mediation conducted by JAMS, Inc. (“JAMS”) in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the “Rules”), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys’ Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys’ fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center’s prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
### AMADOR COUNTY UNIFIED SCHOOL DISTRICT
### TENTATIVE BOARD AGENDA ITEMS
### 2020 – 2021

<table>
<thead>
<tr>
<th>Meeting Date/Items</th>
<th>Responsible Cabinet Member</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>July 15, 2020 – ACUSD/ACOE</strong></td>
<td></td>
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<tr>
<td>Workshop: Board of Trustees Annual Goal Setting – W</td>
<td>Slavensky</td>
</tr>
<tr>
<td>Consolidated Application – C</td>
<td>Snider</td>
</tr>
<tr>
<td>Back to School Night Dates (Tentative) – C</td>
<td>Slavensky</td>
</tr>
<tr>
<td>Williams Quarterly Report (April/May/June) – C</td>
<td>Snider</td>
</tr>
<tr>
<td>Payroll Dates - C</td>
<td>Critchfield</td>
</tr>
<tr>
<td>Executive &amp; Governance Services Contracts</td>
<td>Slavensky</td>
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<td>Partnership MOUs – D/A</td>
<td>Snider</td>
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<td><strong>August 12, 2020 – ACUSD/ACOE</strong></td>
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<tr>
<td>New Student Board Members Oath of Office</td>
<td>Slavensky/Vicari</td>
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<td>Recognition: Welcome the New Leaders</td>
<td>Slavensky/Vicari</td>
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<tr>
<td>Opening School Activities – R</td>
<td>Snider</td>
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<tr>
<td>CSBA BP Updates – D/A - ACOE</td>
<td>Vicari</td>
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<tr>
<td><strong>August 26, 2020 – ACOE/SELPA/ACUSD</strong></td>
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<tr>
<td>Resolution: Attendance Awareness Month (September)</td>
<td>Snider</td>
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<td>Resolution: Suicide Prevention Month</td>
<td>Snider</td>
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<tr>
<td>2019-20 Accomplishments Report – D</td>
<td>Slavensky</td>
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<tr>
<td>School Opening Activities – D</td>
<td>Snider</td>
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<tr>
<td>Enrollment Update – D</td>
<td>Critchfield</td>
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<tr>
<td>CSBA BP Updates – D/A - ACOE</td>
<td>Critchfield</td>
</tr>
<tr>
<td>Summer Maintenance Projects – R</td>
<td>Critchfield</td>
</tr>
<tr>
<td>Facilities/Construction Calendar Update – R</td>
<td>Critchfield</td>
</tr>
<tr>
<td><strong>September 9, 2020 – ACUSD/ACOE</strong></td>
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<tr>
<td>School Spotlight: Ione Elementary School</td>
<td>Vicari</td>
</tr>
<tr>
<td>Block A Awards</td>
<td>Vicari</td>
</tr>
<tr>
<td>Sufficiency of Instructional Materials and Textbooks – PH/D/A/ACOE</td>
<td>Snider</td>
</tr>
<tr>
<td>State Frameworks and Textbook Adoption Cycle Update - D</td>
<td>Snider</td>
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<tr>
<td>CSBA BP Updates – D/A - ACOE</td>
<td>Snider</td>
</tr>
<tr>
<td>Communication Update – D</td>
<td>Vicari</td>
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<tr>
<td>Previous School Year Student Information: Graduates/Post High School – D</td>
<td>Snider</td>
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<tr>
<td>Special Education Program Update – R</td>
<td>Brown</td>
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<td><strong>September 23, 2020 – ACOE/ACUSD</strong></td>
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<tr>
<td>Resolution: Week of the School Administrator</td>
<td>Vicari</td>
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<tr>
<td>Resolution: Anti-Bullying Month</td>
<td>Snider</td>
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<tr>
<td>Comprehensive School Safety Plans – C</td>
<td>Snider</td>
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<tr>
<td>Professional Development Contracts – D/A</td>
<td>Snider</td>
</tr>
<tr>
<td>Date</td>
<td>ACUSD/ACOE/SELPA/ACUSD</td>
</tr>
<tr>
<td>-----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>October 7, 2020</td>
<td>CSBA BP Updates – D/A</td>
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<tr>
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<td>Developer Fee Resolution &amp; Report – D/A</td>
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<tr>
<td></td>
<td><strong>Octomore History Month</strong></td>
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<td>School Spotlight: Sutter Creek Elementary/Primary School</td>
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<td>Workshop: Student Achievement (CA Schools Dashboard/CAASPP) – W</td>
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<td>Resolution: Native American History Month</td>
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<td>Williams Quarterly Report (July/August/September) – C</td>
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<td>Superintendent’s SMART Goals – D/A</td>
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<td>Public Announcement Developer Fee Resolution &amp; Report – D/A</td>
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<td>Employee Recognition &amp; Wellness Plan Committee Update – R</td>
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<td>Single Plans for Student Achievement – R</td>
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<td>Enrollment Update (3-Year Comparison) – R</td>
</tr>
<tr>
<td>November 4, 2020</td>
<td>CSBA BP Updates – D/A</td>
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<td>School Spotlight: Amador High School</td>
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<td>Dashboard Local Indicators – D/A, COE</td>
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<td></td>
<td>Local Control Accountability Plan (LCAP) Public Hearing - D / A</td>
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<td>Local Control Accountability Plan (LCAP) First Reading – D / A</td>
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<td>CSBA BP Updates – D/A - ACOE</td>
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<td>California Healthy Kids Survey Report – R</td>
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<tr>
<td>November 18, 2020</td>
<td>CSBA BP Updates – D/A</td>
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<td>Recognition: Last Meeting for Out-Going Board Members</td>
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<td></td>
<td>Local Control Accountability Plan (LCAP) Second Reading – D / A</td>
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<td>Maintenance &amp; Operations Update – R</td>
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<td></td>
<td>Regular Monthly Financial Report – R</td>
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<td>Information &amp; Instructional Technology Update – R</td>
</tr>
<tr>
<td>December 9, 2020</td>
<td>CSBA BP Updates – D/A</td>
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<td>School Spotlight: North Star Independent Study School</td>
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<td>Budget Development Calendar 2020-21 – C</td>
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<td>Board Meeting Calendar 2021-22 – C</td>
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<td></td>
<td>New Board Members Oath of Office – A</td>
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<td></td>
<td>Board Annual Organization: President &amp; Clerk Election – D/A</td>
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<td>First Interim Report &amp; Budget Revisions – D/A/COE</td>
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<td>CTE Update - D</td>
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<td>Developer Fee Resolution: D/A</td>
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<td>AVID Update – R</td>
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<tr>
<td>January 13, 2021</td>
<td>CSBA BP Updates – D/A</td>
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<td>School Spotlight: Argonaut High School</td>
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<td>Authorization of Signatures – C</td>
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<td></td>
<td>Williams Quarterly Report (October/November/December) – C</td>
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<td>Induction/New Teacher Support – D</td>
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<td>Low Performing Students Block Grant Plan – D/A</td>
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<td></td>
<td>CSBA BP Updates – D/A - ACOE</td>
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<td>First Semester Highlights – R</td>
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<tr>
<td>Date</td>
<td>Description</td>
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<td>Event Date</td>
<td>Board Name</td>
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<tr>
<td>June 23, 2021 – ACOE/ACUSD</td>
<td>Board Workshop: Annual Board Self-Evaluation/Board Goals – W&lt;br&gt;Superintendent’s Evaluation – CS&lt;br&gt;2021-22 Tentative Board Agenda Items - C&lt;br&gt;Consolidated Application – C&lt;br&gt;Agriculture Incentive Grant – D/A&lt;br&gt;Local Control Accountability Plan (LCAP) Second Reading/Adoption – D/A&lt;br&gt;LCAP Federal Addendum – D/A&lt;br&gt;2021-22 Annual Budget Adoption – D/A&lt;br&gt;Declaration of Need for Fully Qualified Educators – D/A&lt;br&gt;Course Approval for Adult Education, Other Courses (as needed) – D/A</td>
</tr>
</tbody>
</table>

Ongoing Items
- Block A Community Service Awards

Other Reports TBD
- Impact of CSR (BP 6151)
- CCSS Standards Implementation
- MTSS Update

Key:
A = Action
C = Consent
COE = ACOE Agenda
CS = Closed Session
D = Discussion
PH = Public Hearing
R = Report
SS = Study Session
W = Workshop
Generally, ACUSD and ACOE regular Board meetings are scheduled for the second and fourth Wednesday of every month. Due to some holidays some meetings are schedule on the first or third Wednesday of the month. Special meetings may be called when necessary. These regular meetings will be scheduled in the Amador County Administration Center, 810 Court Street, Jackson, CA unless otherwise announced. This schedule reflects the aligning of Board meetings with the fiscal calendar.

**School Year 2020/2021**

<table>
<thead>
<tr>
<th>Date</th>
<th>Order of Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 27, 2020</td>
<td>ACUSD – ACOE</td>
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<tr>
<td>June 10, 2020</td>
<td>ACUSD - ACOE</td>
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<td>June 24, 2020</td>
<td>ACUSD - ACOE</td>
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<tr>
<td>July 15, 2020</td>
<td>ACUSD - ACOE</td>
</tr>
<tr>
<td>August 12, 2020</td>
<td>ACUSD - ACOE</td>
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<tr>
<td>August 26, 2020</td>
<td>ACOE - ACUSD</td>
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<tr>
<td>September 9, 2020</td>
<td>ACUSD - ACOE</td>
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<tr>
<td>September 23, 2020</td>
<td>ACOE - ACUSD</td>
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<tr>
<td>October 7, 2020</td>
<td>ACUSD - ACOE</td>
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<tr>
<td>November 4, 2020</td>
<td>ACUSD - ACOE</td>
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<tr>
<td>November 18, 2020</td>
<td>ACOE - ACUSD</td>
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<tr>
<td>December 9, 2020</td>
<td>ACOE – ACUSD          ACUSD - ACOE</td>
</tr>
<tr>
<td>January 13, 2021</td>
<td>ACUSD - ACOE</td>
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<tr>
<td>January 27, 2021</td>
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<tr>
<td>February 10, 2021</td>
<td>ACUSD - ACOE</td>
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<tr>
<td>February 24, 2021</td>
<td>ACOE - ACUSD</td>
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<tr>
<td>March 10, 2021</td>
<td>ACUSD - ACOE</td>
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<tr>
<td>April 14, 2021</td>
<td>ACUSD - ACOE</td>
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<tr>
<td>April 28, 2021</td>
<td>ACOE - ACUSD</td>
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<tr>
<td>May 12, 2021</td>
<td>ACUSD - ACOE</td>
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<tr>
<td>May 26, 2021</td>
<td>ACOE - ACUSD</td>
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<tr>
<td>June 9, 2021</td>
<td>ACUSD - ACOE</td>
</tr>
<tr>
<td>June 23, 2021</td>
<td>ACOE - ACUSD</td>
</tr>
</tbody>
</table>

Dates Submitted for Board approved, December 11, 2019

Revised schedule for ACUSD - ACOE submitted for Board approval June 24, 2020
AGENDA ITEM #: 11.1

SUBJECT:
Public Hearing: 2020-2021 Annual Budget – Discussion/Action

BACKGROUND INFORMATION:
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.

FISCAL IMPLICATIONS:
The recommended 2020-2021 Annual Budget has been provided under separate cover as part of the Annual Adoption of the 2020-2021 Budget, Discussion/Action item number 11.2.

RECOMMENDATION:
The Superintendent recommends that the Board call a public hearing and listen to public comments.

PRESENTED BY:
Jared Critchfield, Assistant Superintendent, Business Services
AGENDA ITEM #: 11.2

SUBJECT:
Annual Adoption of the 2020-2021 Budget – Discussion/Action

BACKGROUND INFORMATION:
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’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 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.

FISCAL IMPLICATIONS:
Budgeted revenues and expenditures for all funds as presented.

RECOMMENDATION:
Superintendent Slavensky recommends the Board approves the 2020-21 Budget.

PRESENTED BY:
Jared Critchfield, Assistant Superintendent of Business Services

The Governing Board received the 2020-2021 Budget under separate cover. A public copy available at Amador County Public Schools’ District Office, 217 Rex Avenue, Jackson, CA.
AGENDA ITEM #: 11.3

SUBJECT: COVID-19 Operations Written Report – Discussion/Action

BACKGROUND INFORMATION:
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.

Instead, Executive Order N-56-20 requires that all LEAs complete this COVID-19 Operations Written Report to explain the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency, the major impacts of such closures on students and families, and a description of how the LEA is meeting the needs of its unduplicated students.

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.

FISCAL IMPLICATIONS:
There are no fiscal implications.

RECOMMENDATION:
The Superintendent recommends approval of the COVID-19 Operations Written Report.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
As soon as physical school building closures were announced in March, Amador County Unified School District staff immediately began preparing to implement distance learning without delay. Families were given a list of resources to continue student learning for the first full week of school closures, and all teachers began providing teacher-led distance learning the week of March 30. We attempted to limit program changes for students as much as possible. The degree that a program was changed depended on its ability to comply with CDC and local public health guidelines.

Academic: The major change to academic programs was the nearly overnight shift from traditional classroom instruction to distance/mostly online learning. Teachers, still responsible for providing instruction appropriate for their grade level/content area, moved their classrooms to a digital platform. Many core academic programs were able to rely on the digital components of our already adopted curriculum making it easier to ensure the continuity of learning. Unfortunately, due to their reliance on experiential learning, some programs were more adversely impacted by the transition to remotely teaching (i.e., Art, Drama, Culinary, Industrial Arts, Agriculture, and the hands-on portion of science instruction). Teachers of these subjects had to demonstrate creativity and flexibility as they were unable to ensure that their students had equal access to the supplies/apps/equipment needed to complete comparable activities at home.

Social: Programs focused on promoting community connectedness (i.e., Where Everyone Belongs, Link Crew, Kindness Club, etc) were often paused as staff priorities were shifted toward meeting the academic needs and there wasn’t sufficient time to reimagine their role in our educational landscape.

Athletics: All spring sports were canceled.

Social-emotional: Counselors regularly met with students and families remotely, and teachers recognized the important role of the face-to-face interactions during Zoom and Google Meetings.

Nutritional: Food services transitioned to the grab-and-go breakfast and lunch options described below and distributed them at predetermined locations throughout the county.

Special Education: Special education services were modified to be provided remotely.
The major impacts of the physical school building closures on students and families were the loss of childcare except for essential workers, less supervision, lack of consistent access to trained educational professionals, lack of peer social interaction, and loss of identity and purpose when athletics and clubs ceased to meet.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

Using the guidance provided by Californians Together, we understand the importance of making sure that English learners have full access to the curriculum. Therefore, the Designated and Integrated ELD supports which are embedded in our adopted curriculum, as well as the CDE’s curated supplementary ELD resources and webinars, are highlighted for teachers on our district resource page. We proactively engage parents by making sure that school communication is in families’ native language whenever possible. Additionally, our Bilingual aides have been virtually meeting/calling our English learners and their families to provide assistance with school work and translations as needed.

In order to meet the needs of our low-income students, foster youth, and English learners we ensure that all students without access to a digital device or internet are provided a school-issued Chromebook and/or Wi-Fi / hotspot. Staff has been diligent about attempting to contact every family in order to assist them in any way possible with both the transition to distance learning and their social emotional needs.

Our Foster Youth liaison, Bilingual Parent liaison, and all of our counselors have reached out to students and families to provide services as needed.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Teachers have been offered training in the form of webinars both live and recorded on how to use digital platforms (Google Classroom, Google Meet, Zoom, Edpuzzle, etc.) to deliver and enhance remote instruction. Additionally, the Educational Services department has expanded access to digital curriculum and supplementary instructional resources for teachers by creating accounts for teachers on already purchased platforms (Benchmark, MyMath, California Collections, Edgenuity, CPM, FOSSweb, etc), reaching out to companies offering free trials for standards-aligned digital curriculum (STEMscopes, Rosetta Stone), and by offering implementation support as requested. Additionally, the Educational Services department continues to connect teachers and families with regional partners (Region 6 STEM collaborative, Bilingual/English Learner Leadership Network, Instructional Leadership Corp, etc.) that offer guidance on how to deliver effective digital learning.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Our food services department served 41,472 grab-and-go breakfasts and 41,472 grab-and-go lunches for a total of 82,944 meals. All staff were required to wash their hands and sanitize all frequently touched items to include, door handles, counter tops, freezer and refrigerator handles, all serving carts and serving trays. This was repeated throughout the day. When meals were passed out they were either placed on a sanitized table or sheet pan, parents then grabbed the meals and drove away. No meals were consumed on site. At the end of the day, all items were again sanitized for the next day’s use. Three of the sites only had one employee, making the social distancing not an issue. The three sites that did have more than one employee worked at separate workstations within the cafeteria, wore gloves, and maintained their 6 to 10 feet of
separation. In addition to serving grab and go meals at 6 (six) schools, meals were also bussed to 9 (nine) additional remote locations in our rural county.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

We reached out to our local Child Care Resource & Referral (R&R), First 5, Amador Quality for Kids Consortia and our local hospital (Sutter Amador) to offer support for daycare needs for at-risk children and the children of essential workers in Amador County. Currently, there are eighteen family child care sites open. If someone requires child care, our R&R is directing families to these providers.

The R&R, First 5, and Local Childcare Planning Council are also assisting families and child care providers with support in obtaining needed supplies.

We also have a district-sponsored Extended Learning Program that can be used for full-day child care if the demand exceeds the capacity of our local providers. We have offered assistance to the R&R if this need arises.

California Department of Education
May 2020
JUNE 24, 2020

AGENDA ITEM #: 11.4

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

BACKGROUND INFORMATION:
On March 10, 2020, the Amador County Department of Public Health and the California Department of Public Health declared the existence of a local and public health emergency arising from COVID-19. Following Governor Newsom’s Executive Order on March 20, 2020, the Amador County Public Health Officer Dr. Rita Kerr issued an order requiring all individuals in the county to shelter-in-place with the exception of essential activities.

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.

FISCAL IMPLICATIONS:
None

RECOMMENDATION:
Superintendent Slavensky recommends the Board review the resolution, have discussion, and take action as it so determines.

PRESENTED BY:
Dr. Slavensky, Superintendent of Schools
WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from COVID-19; and

WHEREAS, on March 10, 2020, the Amador County Department of Public Health and the California Department of Public Health declared the existence of a local and public health emergency arising from COVID-19; and

WHEREAS, the Amador County Office of Education Superintendent, in collaboration with the Amador County Health Officer and the Amador County Unified School District Superintendent, has determined that it is advisable for all public schools within the county to prepare for school closures resulting from the COVID-19 outbreak; and

WHEREAS, on March 12, 2020, Governor Newsom issued an executive order directing Californians to cancel large public gatherings and to enforce social distancing; and

WHEREAS, the District Superintendent with the full support of the Amador County Department of Public Health considers it a matter of public interest to develop plans to implement the guidance related to reducing the spread of COVID-19 in our schools to protect our students, their families, our employees and our community; and

WHEREAS, on March 20, 2020, Governor Newsom and Amador County Public Health Officer Dr. Rita Kerr issued orders requiring all individuals in the County to shelter-in-place with the exception of essential activities; and

WHEREAS, Education Code section 35161 permits the Board of Trustees to delegate to the District Superintendent broad authority to carry on activities and programs including the expenditure of funds for programs and activities which, in the determination of the Board of Trustees and the Superintendent are necessary to meet the needs of the District to address the COVID-19 pandemic and which are not inconsistent with the purposes for which the funds were appropriated.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Amador County Unified School District:

1. Determines that the circumstances described herein constitute an emergency condition or situation;
   a) Delegates to the District Superintendent authority to take all appropriate action, upon appropriately notifying the Board, to respond to the COVID-19 pandemic, including, but not limited to, any action: To ensure and protect the welfare, safety, and educational well-being of all students;
   b) To cancel or modify any activities, programs, or courses, up to and including the temporary closure of schools and program sites;
   c) To protect District property;
   d) To make further declarations of emergency and to take emergency action as permitted by law.
2. Authorizes the District Superintendent to determine, upon appropriately notifying the Board, the reopening of schools when the emergency conditions no longer exist and take such action to reopen schools; and

3. Authorizes the District Superintendent, upon appropriately notifying the Board, to take such actions as necessary to immediately close one, some, or all District schools as may be necessary to protect students and staff health and safety, or to adjust or reduce the length of the school day without further approval, or to take such other action as may be necessary and prudent to protect the health and safety of District students and staff.

BE IT FURTHER RESOLVED that should any portion of this Resolution be held invalid, the invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this Resolution are declared to be severable.

BE IT FURTHER RESOLVED that this Resolution is an emergency measure within the mandate and jurisdiction of the Board and is necessary for the immediate welfare of the schools and pupils thereof. Therefore, this Resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal Board action.

PASSED AND ADOPTED at a meeting of the Board of Trustees of Amador County Unified School District on this day of April 8, 2020.

Susan Ross  
President, Board of Trustees

Kandi Thompson  
Clerk, Board of Trustees
AGENDA ITEM #: 11.5

SUBJECT: Agricultural Career Technical Education Incentive Grant: Argonaut and Amador High Schools

BACKGROUND INFORMATION:
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 education 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.

FISCAL IMPLICATIONS:
District Matching Funds of $39,572 from lottery funds which has been budgeted in the 2020-2021 budget.

RECOMMENDATION:
The Superintendent recommends approval of the Agricultural Career Technical Education Incentive Grant.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
AGRICULTURAL CAREER TECHNICAL EDUCATION
INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor’s Office by June 30, 2020)

Amador High School  Amador County Unified
School Site District

Please include the following items with your application:

☑ Eligibility Determination Sheet
☐ Variance Request Form (if applicable)
☐ Quality Criterion 12 Form (if applicable)
☒ Award Estimator and Budget Sheet
☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent

Signature of Agriculture Teacher Responsible for the Program

Contact Phone Number: __________________

Date of Local Agency Board Approval: ________________

Signature of Authorized Agent Title

Signature of Principal
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE
GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor’s Office by June 30, 2020)

Eligibility Determination Sheet
IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET ALL THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

1. Curriculum and Instruction
2. Leadership and Citizenship Development
3. Practical Application of Occupational Skills
4. Qualified and Competent Personnel
5. Facilities, Equipment, and Materials
6. Community, Business, and Industry Involvement
7. Career Guidance
8. Program Promotion
9. Program Accountability and Planning

IF YOU CHECKED ALL THE REQUIRED QUALITY CRITERIA, PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you do not meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year’s application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes  ☑ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

IF YOU DO NOT MEET ALL REQUIRED QUALITY CRITERIA LISTED ABOVE, AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21
APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2020 TO JUNE 30, 2021

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site
(Please attach a separate list of Agriculture teachers' names): 2

Total Number of Students from the prior fiscal year R-2 Report: 240

Number of teachers meeting Criterion 10 (Class size - See instructions): 2

Number of teachers meeting Criterion 11a (Year round employment - See instructions): 2

Number of teachers meeting Criterion 11b (Project supervision period - See instructions): 1

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? N

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:
(Please attach a separate list of Agriculture teachers’ names): $4,500.00

Part 2: Based on $8.00 per member listed on the R-2 Report: $1,920.00

Part 3a: Based on number of teachers meeting Criterion 10: $4,000.00

Part 3b: Based on number of teachers meeting Criterion 11a: $4,000.00

Part 3c: Based on number of teachers meeting Criterion 11b: $2,000.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form: $0.00

Total Estimated Award: $16,420.00
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

**Amount left to Allocate:** $0.00

### 4000: Books & Supplies

<table>
<thead>
<tr>
<th>Items</th>
<th>Description of Items of Funds Being Used</th>
<th>Incentive Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>$7,000.00</td>
<td>$7,000.00</td>
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<tr>
<td></td>
<td>N/A</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

### 5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

<table>
<thead>
<tr>
<th>Items</th>
<th>Description of Items of Funds Being Used</th>
<th>Incentive Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>State FFA Convention</td>
<td>$1,250.00</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>2.</td>
<td>CATA Summer Conf.</td>
<td>$1,250.00</td>
<td>$1,250.00</td>
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<tr>
<td>3.</td>
<td>National Convention</td>
<td>$1,250.00</td>
<td>$1,250.00</td>
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<tr>
<td>4.</td>
<td>Ag Truck Fuel</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<td>5.</td>
<td>Vehicle Rental</td>
<td>$1,250.00</td>
<td>$1,250.00</td>
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<tr>
<td>6.</td>
<td></td>
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<tr>
<td>7.</td>
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<tr>
<td>8.</td>
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<tr>
<td>9.</td>
<td></td>
<td></td>
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<tr>
<td>10.</td>
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<tr>
<td>Subtotal</td>
<td>N/A</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

### 6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

<table>
<thead>
<tr>
<th>Items</th>
<th>Description of Items of Funds Being Used</th>
<th>Incentive Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Ag Dept. Computer Cart</td>
<td>$3,420.00</td>
<td>$3,420.00</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>N/A</td>
<td>$3,420.00</td>
<td>$3,420.00</td>
</tr>
</tbody>
</table>

**Total Allocated Funds:** $16,420.00 $16,420.00
VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

<table>
<thead>
<tr>
<th>School Site</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amador High School</td>
<td>Amador County Unified</td>
</tr>
</tbody>
</table>

1. Standard and criterion for which variance is requested:
   
   Standard Number:
   
   Criterion Number:

2. Reasons why the criterion is not being met at this time (use additional pages if needed):

3. Steps to be taken in order to meet this criterion (use additional pages if needed):

Name of Agriculture Teacher Responsible for the Program

Signature of Agriculture Teacher Responsible for the Program

Name of Principal

Signature of Principal

Name of Regional Supervisor

Signature of Regional Supervisor
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor’s Office by June 30, 2020)

QUALITY CRITERION 12 FORM

Agricultural programs meeting all of the required Quality Criteria (Criteria 1 – 9) may qualify for an additional $7,500 by also meeting Criterion 12.

Please check each qualifying condition you meet below.

This form, along with the appropriate verification, must be submitted with the Agricultural Career Technical Education Incentive Grant Application by the application deadline.

Number of Students on Previous Year’s R-2 Report: _____

12A: Leadership and Citizenship Development
☐ Number of activities on the approved FFA Activity list in which the local chapter participated (Must participate in at least 80 percent of the activities)

12B: Practical Application of Occupational Skills
☐ Number of students who received the State FFA Degree (Must be at least 5 percent of the R2 number)

12C: Qualified and Professional Activities
☐ Number of teachers who attended a minimum of five professional in-service activities (Must attach approved In-service Activities Verification Page)

12D: Community, Business, and Industry Involvement
☐ Number of meetings held by the local Agriculture Advisory Committee (Must be at least three, with minutes attached)

Name of Agriculture Advisory Committee Chair: __________________________
Phone Number of Agriculture Advisory Committee Chair: ____________________

12E: Retention
☐ Number of students from the 2016 freshman cohort who completed 3 or 4 years of Agriculture Education courses. Must be at least 30% of the 2016 freshman cohort

12F: Graduate Follow-Up
☐ Number of program completers graduating last year
☐ Number of those who graduated who are employed in agriculture, in the military, or continuing their education (must be at least 75 percent of the program completers). Attach graduate follow-up report.
Amador High School Agriculture Teachers:

1. Carley Benner
2. Ryan Mendosa
ARGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor’s Office by June 30, 2020)

Argonaut High School
School Site

Amador County Unified
District

Please include the following items with your application:

☐ Eligibility Determination Sheet
☐ Variance Request Form (if applicable)
☐ Quality Criterion 12 Form (if applicable)
☒ Award Estimator and Budget Sheet
☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent
Angela Mayfield  
Signature of Agriculture Teacher Responsible for the Program

Authorized Agent Title

Signature of Principal

Contact Phone Number:

Date of Local Agency Board Approval:
Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET ALL THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

☐ 1. Curriculum and Instruction
☐ 2. Leadership and Citizenship Development
☐ 3. Practical Application of Occupational Skills
☐ 4. Qualified and Competent Personnel
☐ 5. Facilities, Equipment, and Materials
☐ 6. Community, Business, and Industry Involvement
☐ 7. Career Guidance
☐ 8. Program Promotion
☒ 9. Program Accountability and Planning

IF YOU CHECKED ALL THE REQUIRED QUALITY CRITERIA, PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you do not meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☑ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

IF YOU DO NOT MEET ALL REQUIRED QUALITY CRITERIA LISTED ABOVE, AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21
APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2020 TO JUNE 30, 2021

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site
(Please attach a separate list of Agriculture teachers' names): 2

Total Number of Students from the prior fiscal year R-2 Report: 144

Number of teachers meeting Criterion 10 (Class size - See instructions): 2

Number of teachers meeting Criterion 11a (Year round employment - See instructions): 2

Number of teachers meeting Criterion 11b (Project supervision period - See instructions): 1

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? Y

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:
(Please attach a separate list of Agriculture teachers' names): $4,500.00

Part 2: Based on $8.00 per member listed on the R-2 Report: $1,152.00

Part 3a: Based on number of teachers meeting Criterion 10: $4,000.00

Part 3b: Based on number of teachers meeting Criterion 11a: $4,000.00

Part 3c: Based on number of teachers meeting Criterion 11b: $2,000.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form: $7,500.00

Total Estimated Award: $23,152.00
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING
California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

**Budget Sheet**
Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

**Amount left to Allocate:** $0.00

### 4000: Books & Supplies
<table>
<thead>
<tr>
<th>Items</th>
<th>Description of Items of Funds Being Used</th>
<th>Incentive Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>4310 MATERIALS &amp; SUPPLIES</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>N/A</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

### 5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation
<table>
<thead>
<tr>
<th>Items</th>
<th>Description of Items of Funds Being Used</th>
<th>Incentive Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>5200 TRAVEL &amp; CONFERENCE</td>
<td>$8,152.00</td>
<td>$8,152.00</td>
</tr>
<tr>
<td>2.</td>
<td>5230 MILEAGE/FUEL</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>5715 FIELD TRIP VANS</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>5716 FIELD TRIP BUS</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<td>5.</td>
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<td>6.</td>
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<tr>
<td>10.</td>
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<td></td>
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</tr>
<tr>
<td>Subtotal</td>
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<td>$13,152.00</td>
<td>$13,152.00</td>
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</tbody>
</table>

### 6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment
<table>
<thead>
<tr>
<th>Items</th>
<th>Description of Items of Funds Being Used</th>
<th>Incentive Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
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<td>3.</td>
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<td>4.</td>
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<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>N/A</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Allocated Funds:** $23,152.00 $23,152.00
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:
Argonaut High School
School Site

Amador County Unified
District

1. Standard and criterion for which variance is requested:
   Standard Number:
   Criterion Number:

2. Reasons why the criterion is not being met at this time (use additional pages if needed):
   N/A - No Variance Requested

3. Steps to be taken in order to meet this criterion (use additional pages if needed):
   N/A - No Variance Requested

Angela Mayfield
Name of Agriculture Teacher Responsible for the Program

Signature of Agriculture Teacher Responsible for the Program

Name of Principal

Signature of Principal

Name of Regional Supervisor

Signature of Regional Supervisor
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Deadline: To be received in Regional Supervisor’s Office by June 30, 2020)

QUALITY CRITERION 12 FORM

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Please check each qualifying condition you meet below.

This form, along with the appropriate verification, must be submitted with the Agricultural Career Technical Education Incentive Grant Application by the application deadline.

Number of Students on Previous Year’s R-2 Report: 144

12A: Leadership and Citizenship Development

45 Number of activities on the approved FFA Activity list in which the local chapter participated (Must participate in at least 80 percent of the activities)

12B: Practical Application of Occupational Skills

8 Number of students who received the State FFA Degree (Must be at least 5 percent of the R2 number)

12C: Qualified and Professional Activities

1 Number of teachers who attended a minimum of five professional in-service activities (Must attach approved In-service Activities Verification Page)

12D: Community, Business, and Industry Involvement

3 Number of meetings held by the local Agriculture Advisory Committee (Must be at least three, with minutes attached)

Name of Agriculture Advisory Committee Chair: Noelle Richmond

Phone Number of Agriculture Advisory Committee Chair: (209) 663-1342

12E: Retention

31 Number of students from the 2016 freshman cohort who completed 3 or 4 years of Agriculture Education courses. Must be at least 30% of the 2016 freshman cohort

12F: Graduate Follow-Up

8 Number of program completers graduating last year

6 Number of those who graduated who are employed in agriculture, in the military, or continuing their education (must be at least 75 percent of the program completers). Attach graduate follow-up report.
I. List of Agriculture Teachers, 2020-2021 Argonaut High School

Angela Mayfield
- Sustainable Agriculture Biology
- Agriculture Soil Chemistry
- Agriculture Systems Management
- Introduction to Floral Design
- Advanced Floral Design
- Agricultural Leadership

New Hire - TBD
- Introduction to Agriculture Mechanics
- Advanced Agriculture Mechanics

II. Post Grad Follow Up

Post Graduate Follow-Up

Students by Graduation Year  (8 Students)  2019
Only students with 3 or more years in Ag Ed will be shown in this list.

<table>
<thead>
<tr>
<th>Name</th>
<th>FFA ID</th>
<th>Grad Year</th>
<th>Years in Ag</th>
<th>Grad Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson, Nash</td>
<td>603106910</td>
<td>2019</td>
<td>3</td>
<td>Four Year College - Non-Ag Major</td>
</tr>
<tr>
<td>Garduno, Lillian</td>
<td>601655735</td>
<td>2019</td>
<td>3</td>
<td>Location or Position Unknown</td>
</tr>
<tr>
<td>Jorgensen, Maura</td>
<td>601655500</td>
<td>2019</td>
<td>5</td>
<td>Four Year College - Non-Ag Major</td>
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<tr>
<td>Muschette, Madison</td>
<td>601655606</td>
<td>2019</td>
<td>5</td>
<td>Four Year College - Ag Major</td>
</tr>
<tr>
<td>Quick, Alliyson</td>
<td>601655509</td>
<td>2019</td>
<td>5</td>
<td>Two Year College - Ag Major</td>
</tr>
<tr>
<td>Sepulveda, Aleah</td>
<td>603339150</td>
<td>2019</td>
<td>3</td>
<td>Employed - Fulltime - Non-Ag Job</td>
</tr>
<tr>
<td>Smith, Kodee</td>
<td>601655617</td>
<td>2019</td>
<td>4</td>
<td>Employed - Fulltime - Ag Job</td>
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<tr>
<td>Steck, Christopher</td>
<td>601932912</td>
<td>2019</td>
<td>3</td>
<td>Employed - Fulltime - Ag Job</td>
</tr>
</tbody>
</table>
Argonaut High School Agriculture Department
Advisory Committee Meeting
November 12, 2019

1. Welcome

2. Program Update
   a. Current Courses & Enrollment
   b. Floral Program and Subscriptions
   c. SAE Community Impact

3. Looking Ahead
   a. Need for 2nd agriculture teacher next year
   b. Design of mechanics pathways
   c. Increased work-based experiences opportunities

4. Upcoming Dates
   a. Next Advisory Committee Meeting 03/09/2020
   b. Fall Family Night 11/20, 6pm @ Argonaut
   c. Floral Program “Coffee and Create” Saturday 12/7 10am-12pm
   d. Drive Thru BBQ @ Argo Thurs 12/19
   e. Sectional Speaking Contest (Judges Needed) February 5th @ Linden HS

5. Additional Discussion

6. Close
## Agriculture and Natural Resources Industry Sector

<table>
<thead>
<tr>
<th>Agriscience Pathway</th>
<th>Horticulture Pathway</th>
<th>Agriculture Mechanics Pathway</th>
</tr>
</thead>
<tbody>
<tr>
<td>9th Grade</td>
<td>9th Grade</td>
<td>9th Grade</td>
</tr>
<tr>
<td>Sustainable Ag Biology</td>
<td>Sustainable Ag Biology</td>
<td>Sustainable Ag Biology</td>
</tr>
<tr>
<td>CSU/UC Lab Science “d”</td>
<td>CSU/UC Lab Science “d”</td>
<td>CSU/UC Lab Science “d”</td>
</tr>
<tr>
<td>10th Grade</td>
<td>10th Grade</td>
<td>10th Grade</td>
</tr>
<tr>
<td>Agriculture and Soil Chemistry</td>
<td>Introduction to Floral Design</td>
<td>Introduction to Ag Mechanics</td>
</tr>
<tr>
<td>CSU/UC Lab Science “d”</td>
<td>CSU/UC Visual and Performing Arts “f”</td>
<td>CSU/UC Elective “g”</td>
</tr>
<tr>
<td>11th Grade</td>
<td>11th/12th Grade</td>
<td>11th/12th Grade</td>
</tr>
<tr>
<td>Agriculture Systems Management</td>
<td>Advanced Floral Design</td>
<td>Advanced Ag Mechanics</td>
</tr>
<tr>
<td>CSU/UC Lab Science “d”</td>
<td>CSU/UC Visual and Performing Arts “f”</td>
<td>CSU/UC Elective “g”</td>
</tr>
<tr>
<td>12th Grade or FFA Officer</td>
<td>12th Grade or FFA Officer</td>
<td>12th Grade or FFA Officer</td>
</tr>
<tr>
<td>Agriculture Leadership &amp; Communications</td>
<td>Agriculture Leadership &amp; Communications</td>
<td>Agriculture Leadership &amp; Communications</td>
</tr>
<tr>
<td>CSU/UC Elective “g”</td>
<td>CSU/UC Elective “g”</td>
<td>CSU/UC Elective “g”</td>
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</tbody>
</table>

### Periods and Course Offerings

<table>
<thead>
<tr>
<th>Period</th>
<th>Course</th>
<th>Enrollment (28 Max)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sustainable Ag Bio - Mayfield</td>
<td>28</td>
</tr>
<tr>
<td>1</td>
<td>Ag Mechanics - Whitaker</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Ag Systems Management - Mayfield</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Ag Leadership - Mayfield</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>Adv Floral - Mayfield</td>
<td>11</td>
</tr>
<tr>
<td>5</td>
<td>Ag Soil Chem - Mayfield</td>
<td>24</td>
</tr>
<tr>
<td>6</td>
<td>Intro Floral - Mayfield</td>
<td>28</td>
</tr>
<tr>
<td>7</td>
<td>Sustainable Ag Bio - Mayfield</td>
<td>28</td>
</tr>
</tbody>
</table>
1. Welcome

2. Program Update
   a. FFA
      i. Proficiencies
      ii. Regional Officer
      iii. SLE
      iv. State Nominating Committee
      v. CDEs
   b. Facilities
      i. Greenhouse & Hydroponics
      ii. Garden
      iii. Shop Yard
   c. Courses
      i. Initial Numbers/Sections

<table>
<thead>
<tr>
<th>Course</th>
<th># Sections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Mechanics</td>
<td>6</td>
</tr>
<tr>
<td>Ag Leadership</td>
<td>1</td>
</tr>
<tr>
<td>Sustainable Ag Bio</td>
<td>2</td>
</tr>
<tr>
<td>Ag Soil Chemistry</td>
<td>2</td>
</tr>
<tr>
<td>Ag Systems Management</td>
<td>1</td>
</tr>
<tr>
<td>Intro Floral</td>
<td>1</td>
</tr>
<tr>
<td>Adv Floral</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Signups</strong></td>
<td><strong>14</strong></td>
</tr>
<tr>
<td><strong>Total Available Sections</strong></td>
<td><strong>12</strong></td>
</tr>
</tbody>
</table>
3. Looking Ahead
   a. Ag Mechanics Teacher Job Posting
   b. 2020-21 Proposed Course Offerings

<table>
<thead>
<tr>
<th>Mayfield</th>
<th>Ag Mechanics Hiree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sustainable Ag Bio (2)</td>
<td>Ag Mechanics 1 (2)</td>
</tr>
<tr>
<td>Ag Soil Chemistry (2)</td>
<td>Ag Mechanics 2 (2)</td>
</tr>
<tr>
<td>Ag Systems Management (1)</td>
<td>Ag Mechanics 3-4 (1)</td>
</tr>
<tr>
<td>Intro/Adv Floral Combo (1)</td>
<td>Ag Leadership (1)</td>
</tr>
</tbody>
</table>

4. Upcoming Dates
   a. Next Advisory Committee Meeting  May 2020

5. Additional Discussion

6. Close
## Current Course Offerings and Enrollment:

### Agriculture and Natural Resources Industry Sector

<table>
<thead>
<tr>
<th>Agriscience Pathway</th>
<th>Horticulture Pathway</th>
<th>Agriculture Mechanics Pathway</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>9th Grade</strong></td>
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<tr>
<td>Sustainable Ag Biology</td>
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<td>Sustainable Ag Biology</td>
</tr>
<tr>
<td>CSU/UC Lab Science “d”</td>
<td>CSU/UC Lab Science “d”</td>
<td>CSU/UC Lab Science “d”</td>
</tr>
<tr>
<td>▼</td>
<td>▼</td>
<td>▼</td>
</tr>
<tr>
<td><strong>10th Grade</strong></td>
<td><strong>10th Grade</strong></td>
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<td>CSU/UC Lab Science “d”</td>
<td>CSU/UC Visual and Performing Arts “f”</td>
<td>CSU/UC Elective “g”</td>
</tr>
<tr>
<td>▼</td>
<td>▼</td>
<td>▼</td>
</tr>
<tr>
<td><strong>11th Grade</strong></td>
<td><strong>11th/12th Grade</strong></td>
<td><strong>11th/12th Grade</strong></td>
</tr>
<tr>
<td>Agriculture Systems Management</td>
<td>Advanced Floral Design</td>
<td>Advanced Ag Mechanics</td>
</tr>
<tr>
<td>CSU/UC Lab Science “d”</td>
<td>CSU/UC Visual and Performing Arts “f”</td>
<td>CSU/UC Elective “g”</td>
</tr>
<tr>
<td>▼</td>
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</tr>
<tr>
<td><strong>12th Grade or FFA Officer</strong></td>
<td><strong>12th Grade or FFA Officer</strong></td>
<td><strong>12th Grade or FFA Officer</strong></td>
</tr>
<tr>
<td>Agriculture Leadership &amp; Communications</td>
<td>Agriculture Leadership &amp; Communications</td>
<td>Agriculture Leadership &amp; Communications</td>
</tr>
<tr>
<td>CSU/UC Elective “g”</td>
<td>CSU/UC Elective “g”</td>
<td>CSU/UC Elective “g”</td>
</tr>
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<td>▼</td>
<td>▼</td>
<td>▼</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Period</th>
<th>Course</th>
<th>Enrollment (28 Max)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sustainable Ag Bio - Mayfield</td>
<td>28</td>
</tr>
<tr>
<td>1</td>
<td>Ag Mechanics - Whitaker</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Ag Systems Management - Mayfield</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Ag Leadership - Mayfield</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>Adv Floral - Mayfield</td>
<td>11</td>
</tr>
<tr>
<td>5</td>
<td>Ag Soil Chem - Mayfield</td>
<td>24</td>
</tr>
<tr>
<td>6</td>
<td>Intro Floral - Mayfield</td>
<td>28</td>
</tr>
<tr>
<td>7</td>
<td>Sustainable Ag Bio - Mayfield</td>
<td>28</td>
</tr>
</tbody>
</table>
1. Welcome

2. Program Update
   a. Agriculture Mechanics Position
      i. 90 Students currently enrolled for next year
      ii. Applications received from qualified candidates
      iii. Delay in hiring

3. Additional Discussion

4. Close
# Current Course Offerings and Enrollment:

<table>
<thead>
<tr>
<th>Period</th>
<th>Course</th>
<th>Enrollment (28 Max)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tr>
<tr>
<td>7</td>
<td>Sustainable Ag Bio - Mayfield</td>
<td>28</td>
</tr>
</tbody>
</table>
Graduation Class of Freshman Retention Rate: **34.29%**

<table>
<thead>
<tr>
<th>Student Name</th>
<th>Grad Year</th>
<th>Years of Ag</th>
</tr>
</thead>
</table>

AGENDA ITEM #: 11.7

SUBJECT:
2020-21 Declaration of Need for Fully Qualified Educators – Discussion/Action

BACKGROUND INFORMATION:
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.

FISCAL IMPLICATIONS
None

RECOMMENDATION
Superintendent Slavensky recommends approval by the Board of Trustees.

PRESENTED BY:
David Vicari, Assistant Superintendent, Human Resources & Labor Relations
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-2021
Revised Declaration of Need for year: ____________

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Amador County Unified School District
District CDS Code: 03-73981

Name of County: Amador County Office of Education
County CDS Code: 003

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on __6__ / __24__ / __20__, certifying that there is an insufficient number of certificated persons who meet the district’s specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

> Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

David Vicari

Name

Signature

209-223-5174

Fax Number

209-257-5331

Telephone Number

June 9, 2020

Date

Amador County Unified School District, 217 Rex Ave., Jackson CA 95642

Mailing Address

dvicari@acusd.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County ___________________________ County CDS Code ___________________________

Name of State Agency ___________________________

Name of NPS/NPA ___________________________ County of Location ___________________________
The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, __________.

► Enclose a copy of the public announcement
Submitted by Superintendent, Director, or Designee:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax Number</td>
<td>Telephone Number</td>
<td>Date</td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMail Address</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS
Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subject(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<table>
<thead>
<tr>
<th>Type of Emergency Permit</th>
<th>Estimated Number Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLAD/English Learner Authorization (applicant already holds teaching credential)</td>
<td>5</td>
</tr>
<tr>
<td>Bilingual Authorization (applicant already holds teaching credential)</td>
<td>1</td>
</tr>
</tbody>
</table>

List target language(s) for bilingual authorization:

<table>
<thead>
<tr>
<th>Resource Specialist</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Teacher Librarian Services</th>
</tr>
</thead>
</table>

LIMITED ASSIGNMENT PERMITS
Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:
<table>
<thead>
<tr>
<th>TYPE OF LIMITED ASSIGNMENT PERMIT</th>
<th>ESTIMATED NUMBER NEEDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Subject</td>
<td>2</td>
</tr>
<tr>
<td>Single Subject</td>
<td>5</td>
</tr>
<tr>
<td>Special Education</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>7</td>
</tr>
</tbody>
</table>

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  
Yes □ No ✓

If no, explain.  
______________________________

Does your agency participate in a Commission-approved college or university internship program?  
Yes ✓ No □

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program.

Teachers College of San Joaquin
National University

If no, explain why you do not participate in an internship program.  
______________________________

______________________________