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1. CALL TO ORDER

2. BOARD MEMBERS
   [ ] Kandi Thompson, Board President
   [ ] Deborah Pulskamp, Board Clerk
   [ ] James Marzano
   [ ] Julia Burns
   [ ] James Whitaker
   [ ] Preston Smith, Student Board Member
   [ ] Ryan Billingsley, Student Board Member
3. ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD

4. PUBLIC COMMENTS ON CLOSED SESSION

5. CLOSED SESSION


4. Public Employee Discipline/Dismissal/Release (Gov Code 54957)

6. RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION

7. ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA

8. PRESENTATIONS AND RECOGNITIONS

9. PLEDGE OF ALLEGIANCE

10. EMPLOYEE ORGANIZATIONS (Approximately 20 minutes)

   1. Amador County Teachers Association (ACTA) (Mr. Hunkins)
   2. California School Employees Association (CSEA) (Ms. Martz)

11. PUBLIC COMMENTS ON AGENDA ITEMS (Approximately 20 minutes maximum)

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

12. CONSENT AGENDA (Approximately 10 minutes)

   The Board of Trustees received these items under separate cover as an addendum. Public copy available during regular Board meeting and on the district website.
1. Minutes
   a. Board Meeting 12/13/21

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

3. Business (Mr. Critchfield)
   a. Warrants issued between 12/1/2021 and 12/31/2021

4. Educational Services (Mr. Snider)
   a. School Safety Plans
   b. Williams Act Quarterly Report

5. Surplus

6. Donations

7. Overnight Field Trip Requests

13. DISCUSSION/ACTION ITEMS

1. Updates to CDPH Guidance/ Mandates Related to COVID-19 and ACUSD Health and Safety Plan During COVID-19 for a Safe Return for the 2021-2022 School Year (As Needed) (Dr. Gibson/Mr. Snider)
   This will be a standing agenda item throughout the year as we will need to update the Board of Trustees on CDPH mandates and guidance that could require modifications to our health and safety plan. All updates are noted in the safety plan in red font. Once approved by the Board, it will be updated on the ACUSD Website under COVID-19 Dashboard.

2. Approval of Contract for Bond Financial Consulting- East Shore (Mr. Critchfield)
   The District is examining facilities needs, exploring financing options to meet such needs and contemplating a General Obligation Bond measure for which it requires fiscal analysis of attendant costs and prospective matching revenues and funding sources, guidance in creating a viable program to meet the greatest number of needs, and financial advice relative to such items as cash flow modeling, project budget, schedule, financial design and the overall bond issuance process. Eastshore Consulting is willing and able to provide the services, guidance and advice required by the District in connection with evaluating all financing options and a potential General Obligation Bond measure on the terms and conditions set forth in this Agreement. Pursuant to Government Code section 53060, a school district may contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters.
3. Resolution ACUSD 21/22-014 Authorizing the Filing of Documents under the State School Facility Program (Mr. Critchfield)

The determination of the District’s eligibility under the State School Facilities Program for Modernization and New Construction is being prepared as part of the Facilities Utilization Master Plan. Under the State School Facility Program, a resolution adopted by the Board of Trustees is required for filing of documents with the Office of Public School Construction for the Amador County Unified School District. For the Board’s consideration is the Resolution for applying for eligibility and funding under the State School Facility Program for Amador County Unified School District.

4. Board Policy Updates

Multiple board policy updates are done each year. The description summarizes the changes made to the policy.

   a. Board Policy 6164.4 - Children with Disabilities Enrolled by their Parents in Private School (Ms. Crumpacker)
      Policy updated to reorganize and clarify material.

   b. Board Policy 6164.41 - Board Policy 6164.4 - Identification and Evaluation of Individuals for Special Education (Ms. Crumpacker)
      Policy updated to reference the U.S. Department of Education’s (USDOE) Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which re-affirms the obligation to fully implement the Individuals with Disabilities Education Act (IDEA) during the COVID-19 pandemic, including the requirement to meet child find obligations, and encourages districts to re-examine the efficacy of existing child find practices in light of the educational disruptions caused by the COVID-19 pandemic.

5. 2021-2022 School Calendar Update

Due to the use of a snow day on Tuesday, December 14, 2021, April 29, 2022, will now be designated as a regular school/workday. Any time a snow day is used, an updated calendar will be brought to the Board for an update and approval for community use.

6. Mental Health Therapist - Job Description Update (Mr. Snider)

This job description was board approved on June 9, 2021. Updates have been made to the certificates and licensing required for this position. Positions are included in the Board approved Expanded Learning Opportunities Grant Plan and LCAP.

7. California School Employees Association Chapter 239 (CSEA) Sunshine Proposal to Amador County Unified School District (ACUSD) for the 2021-2024 School Years Successor Agreement (Mr. Vicari)

California School Employees association and it’s Amador County Unified Chapter #239 “CSEA” Initial Proposal to Amador County Unified School District “District” for the 2021-2024 Successor Agreement.

8. Hearing and Public Comment Regarding the Amador County Unified School District (ACUSD) and California School Employee Association’s Chapter 239 (CSEA) Initial
Proposals Regarding Successor Contract Collective Bargaining Negotiations for 2021-2024 (Mr. Vicari)

Adoption of district’s initial proposal to the California School Employees Association Chapter 239 regarding successor contract collective bargaining negotiations for 2021-2024.

9. Temporary Certificated Substitute Salary Schedule Update
   Due to the continued COVID-19 impact on the school system, the current Temporary Substitutes Salary Schedule rates will be extended until June 30, 2022.

14. REPORTS

   1. Report from Superintendent (Dr. Gibson)
   2. Reports and Remarks from Board Members

15. NEXT MEETING
   ACUSD Regular Meeting: Wednesday, January 26, 2022, tentatively scheduled to be held at the Amador County Administration Building, 810 Court St., Jackson, CA. Open Session will start at 6:30 p.m.

16. 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 adam.cranfill@acusd.org (https://simbli.eboardsolutions.com/SU/ExGZzSORB67h1OC6Vfwmaw==)

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]
MEETING MINUTES

CLOSED SESSION 5:30 PM
OPEN SESSION 6:30 PM

MASKED REQUIRED FOR UNVACCINATED INDIVIDUALS WHILE INDOORS

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Attendees

Voting Members
Julia Burns, Board Member
James Marzano, Board of Trustees Member
Deborah Pulskamp, Board of Trustees Clerk
Preston Smith, Student Board Member
Kandi Thompson, Board of Trustees President
Jim Whitaker, Board Member
Ryan Billingsley, Student Board Member
1. CALL TO ORDER

2. BOARD MEMBERS

3. ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD

4. PUBLIC COMMENTS ON CLOSED SESSION

5. CLOSED SESSION


   4. Public Employee Discipline/Dismissal/Release (Gov Code 54957)

5. HEARING(s) TO CONSIDER EXPULSION/STIPULATED EXPULSION OF A PUPIL OR PUPILS (Education Code section 48918) Case Nos. 21/22-1. Hearing Will Be Held in Closed Session Unless Timely Request for Open Session Received from Pupil.

6. RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION

   1. FINAL ACTION REGARDING EXPULSION/STIPULATED EXPULSION OF PUPIL(S) (Education Code section 48918) Vote on expulsion Case Nos. 21/22-1.

7. PLEDGE OF ALLEGIANCE

8. BOARD ANNUAL ORGANIZATIONAL MEETING

   1. Election of Officers

      a. President

         Establish Kandi Thompson as Board President.

         Motion made by: James Marzano
         Motion seconded by: Deborah Pulskamp
         Voting:
         Julia Burns - Yes
         James Marzano - Yes
Deborah Pulskamp - Yes
Preston Smith - Vote Not Recorded
Kandi Thompson - Yes
Jim Whitaker - No
Ryan Billingsley - Vote Not Recorded

b. Clerk

Establish Deborah Pulskamp as Board Clerk.

Motion made by: Kandi Thompson
Motion seconded by: Julia Burns
Voting:
Julia Burns - Yes
James Marzano - Yes
Deborah Pulskamp - Yes
Preston Smith - Vote Not Recorded
Kandi Thompson - Yes
Jim Whitaker - No
Ryan Billingsley - Vote Not Recorded

c. Secretary to the Board

Establish Dr. Torie Gibson as Secretary to the Board.

Motion made by: Kandi Thompson
Motion seconded by: Deborah Pulskamp
Voting:
Unanimously Approved

2. Establish Dates of Regular Board Meetings for 2022

Motion made by: Julia Burns
Motion seconded by: Preston Smith
Voting:
Unanimously Approved

9. ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA

Deleted item 14.10 from the agenda.

10. PRESENTATIONS AND RECOGNITIONS

11. EMPLOYEE ORGANIZATIONS (Approximately 20 minutes)

1. Amador County Teachers Association (ACTA) (Mr. Hunkins)
2. California School Employees Association (CSEA) (Ms. Cramer)

12. PUBLIC COMMENTS ON AGENDA ITEMS (Approximately 20 minutes maximum)

13. CONSENT AGENDA (Approximately 10 minutes)
   Date corrected on Argonaut High School's SPSA to the correctly established date of 1983.
   
   Motion made by: Jim Whitaker
   Motion seconded by: Deborah Pulskamp
   Voting:
   Unanimously Approved

1. Minutes
   a. Board Meeting 11-17-21

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

3. Business (Mr. Critchfield)
   a. Warrants issued between 11-12-2021 and 12-1-2021

4. Educational Services (Mr. Snider)
   a. School Plans for Student Achievement (SPSAs)

5. Surplus

6. Donations

7. Overnight Field Trip Requests

14. DISCUSSION/ACTION ITEMS

1. Updates to CDPH Guidance/ Mandates Related to COVID-19 and ACUSD Health and Safety Plane During COVID-19 for a Safe Return for the 2021-2022 School Year (As Needed) (Dr. Gibson/Mr. Snider)
   
   Motion made by: Julia Burns
   Motion seconded by: James Marzano
   Voting:
   Julia Burns - Yes
2. Leadership Associates Contract: Facilitation of the Updated Strategic Plan - Spring 2022 (Dr. Gibson)
   Motion made by: Julia Burns
   Motion seconded by: Deborah Pulskamp
   Voting: Unanimously Approved

3. Educator Effectiveness Block Grant Plan- Second Reading (Mr. Snider)
   Motion made by: Julia Burns
   Motion seconded by: James Marzano
   Voting: Unanimously Approved

4. New High School Course Requests (Mr. Snider)
   Motion made by: Deborah Pulskamp
   Motion seconded by: James Marzano
   Voting: Unanimously Approved

5. Job Description- Education Support Aide: Foster Youth and McKinney-Vento Programs (Mr. Snider)
   Motion made by: James Marzano
   Motion seconded by: Julia Burns
   Voting: Unanimously Approved

6. Public Hearing – 2021-22 Education Protection Account (EPA) Spending Determination (Mr. Critchfield)

7. 2021-22 Education Protection Account (EPA) for Amador County Unified School District Resolution ACUSD 21/22-012 Adoption (Mr. Critchfield)
   Motion made by: Jim Whitaker
   Motion seconded by: Preston Smith
   Voting: Unanimously Approved

8. Public Hearing: Developer Fee Resolution ACUSD 21/22-011 and Report for 2020-21 Fiscal Year (Mr. Critchfield)
9. Developer Fee Resolution ACUSD 21/22-011 and Report for 2020-21 Fiscal Year – Discussion/Action (Mr. Critchfield)
   Motion made by: Deborah Pulskamp
   Motion seconded by: James Marzano
   Voting: Unanimously Approved

10. Resolution ACUSD 21/22-013 for Committed Fund Balance – Fund 14 Deferred Maintenance (Mr. Critchfield)
    Deleted from the agenda.

11. Approval to Transfer Funds from Fund 1, General Fund to Fund 17, Special Reserve (Mr. Critchfield)
    Motion made by: Jim Whitaker
    Motion seconded by: Deborah Pulskamp
    Voting: Unanimously Approved

12. Amador County Unified School District’s 2021-2022 First Interim Budget Revisions (Mr. Critchfield)
    Motion made by: Ryan Billingsley
    Motion seconded by: Preston Smith
    Voting: Unanimously Approved

13. Amador County Unified School District’s 2021-22 First Interim Budget Certification (Mr. Critchfield)
    Motion made by: Jim Whitaker
    Motion seconded by: Deborah Pulskamp
    Voting: Unanimously Approved

15. REPORTS

1. Report from Superintendent (Dr. Gibson)
   I had the opportunity to attend CSBA AEC. We all collaborated after our individual classes. Great to see people in person. Thank you for that. Congrats all our fall sports teams for finishing great seasons. Many exceptional students this fall. Congratulations to Argonaut football, go Mustangs, on their great season. More fun for all their accomplishments, parades, etc. now we’re ready for basketball, soccer, wrestling, ski and snowboard. Excited about winter sports.

2. Reports and Remarks from Board Members
   Ryan Billingsley- Argonaut mustangs varsity football is the 2021 CIF division 6 state champs. The entire
school district is very proud of this team and their accomplishments, the game was amazing. The biggest
turnout for this game than any other Amador County football game yet. Everyone there did great, the
extinction was flawless. A great demonstration of how wonderful our students and staff are. Argonaut boys
basketball won their tournament with just 6 players. Winter sports are coming, soccer and basketball have
already attended tournaments. The wrestling team has a new coach. It is a great year to be a Mustang.

**Preston Smith**- Amador high school has been doing great. I attended the football game with half of Amador
High school as well. Amador has been starting a lot of winter sports. Ski and snowboard is composed of
both high schools, and they’re starting their season. Amador musical theater is performing a major
production of Lightning Thief and is currently performing various shows. Amador ASB is currently doing a
canned food drive, competing with Argonaut High School. Amador has a winter sports rally this Thursday.
Amador also started the Weekly Herd as a morning announcements production. I’ve spoken about intrinsic
motivation at a prior meeting, and now I have done an hour-long presentation on how to increase this and
how to implement intrinsic motivation district-wide. I see it as a problem on how we don’t relate to our
students. I am starting a club focused on motivating students intrinsically by being ourselves with other
people. And motivate them that way. Community service clubs have been doing a lot of work, and it’s been
awesome at Amador High School.

**James Whitaker**- I went to the CSBA conference and gathered a lot of good information. I was at the
football game and it was great to see the mustangs and congratulations to them. Looking forward to seeing
band concerts and plays. I hope the student board members will tell us when those are coming up.

**Julia Burns**- Big thank you to this community that shows up for our kids every time. You can't overstate
what they do for the youth in this community. If you don't agree then you aren't paying attention. An extra
thank you to all the staff for the extra staff hours that occur when a sport has post-season events. Big
thank you to everyone who has shown up to help. It was wonderful to see so many alumni at the game last
Saturday.

**James Marzano**- The conference was great. Learned quite a bit and brought a lot of information home to
research and keep on hand when needed. Looking forward to the next conference. This one was very much
needed especially because it was my first one when I'm a third-year board member. The community
members were great. People were bulldozing the stadium, gravel showed up, they were great, the
community stepped up and made that school shine for a huge event and to host a Southern California
school. I was impressed with what happened. That group of kids in the football team will be a group to
watch over the next few years.

**Deborah Pulskamp**- My first CSBA conference. When James and I came into office, we didn't have the
money for it. It was good to have a weekend to think about school board business and our future. I went to
the football game. It's been 30 years since I've been to a high school football game. I went with my nephew
and it was super fun even though I'm not a sports person. When our students achieve such a level in
something, we need to support it. I was pleased to be there and see the support. I hope we continue that
with all student achievements.

**Kandi Thompson**- I also attended the CSBA conference. It was so much fun to have all the board members
there. In the past, it's only been two. Awesome to spend time with Dr. Gibson and her husband. It was fun,
a lot of amazing information, and networking with other board members. We were meeting people that
had heard about our FFA program. A lot of team bonding happened which we haven't been able to do in a
while. I want to point out our Argonaut girls varsity won the quarterback club tournament and beat a very
difficult team. We've had the pleasure of watching many of their games and it's so much fun. Of course,
football is so exciting. I saw it was like David vs Goliath, their school was 6 times larger than our school.
They had 60 players on their team, we have 33 players. It was exciting to watch our boys. I don't know
how they couldn’t have succeeded in that environment, a huge shout-out to the Jackson Rancheria. They are so supportive of everything around our schools, they even donated the gravel for the football game. We were there decorating, and the Rancheria was still out there spreading gravel and making sure it was laid well. Thank you to Jackson PD for helping as well. Cam Merzlak was offering so many signs to make sure we were able to represent our community. Beau Gilman did an amazing job decorating Main street along with the 60-foot Go Mustangs sign at Argonaut High School. It was so awesome with so many people in that stadium. Congrats to Coach Davis for retiring. We are excited to see what’s to come.

16. NEXT MEETING

17. ADJOURNMENT
12. 2. a. Current Personnel Recommendations

Background Information

NEW POSITIONS
Classified Management
Certificated - Administrative
Certificated
Classified

ELIMINATED POSITIONS
Classified Management

NEW HIRES, TRANSFERS, LEAVES: CERTIFICATED
Certificated Administrative - New Hire

Certificated Administrative – Voluntary Transfer
Douglas Stewart, Mental Health Therapist, 1 FTE Itinerant to Psychology, 1 FTE Itinerant, effective January 13, 2022

Certificated - New Hire
Temecia Garcia, K-8 Counselor, 1 FTE, Pioneer VAPA Magnet & Pine Grove STEM Magnet, effective January 13, 2022

Certificated - Voluntary Transfer
Certificated - Additional Duties
Certificated - New Temporary Hire 2021-2022 School Year

Certificated - Unpaid Leave
Kayla Reeder, unpaid leave February 11, 2022 through April 1, 2022

Coaches Fall 2021-2022

NEW HIRES, TRANSFERS, LEAVES: CLASSIFIED

Classified – Administrative New Hire
Joseph Cruz, Director of Maintenance and Operations, 8 hours/12 months, Maintenance, effective February 28, 2022

Classified – Revised State Date

Classified - New Hire
Jessica Cobb, Instructional Aide SPED, 6 hours/11 months, Argonaut High School, effective January 13,
2022
Angelina Serna, Instructional Aide SPED, 6 hours/11 months, Argonaut High School, effective January 13, 2022
Kimberly Crawford, Instructional Aide SPED, 6 hours/11 months, Argonaut High School, effective January 13, 2022
Gladys Bell, Itinerant Bilingual Instructional Aide, 5.5 hours/11 months, Itinerant, effective January 13, 2022
Peter Toraya, Computer Technician, 8 hours/12 months, Technology, effective January 13, 2022
June Scimp, Bus Driver, 7.5 hours/11 months, Transportation, effective January 13, 2022
Lori Larson-Schultes, Library Clerk, 2.5 hours/11 months, Plymouth Elementary, effective January 13, 2022
Kristine Essley, Itinerant Health Services Aide, 6 hours/11 months, District Office, effective January 13, 2022

Classified - Promotion
Gisela Cronin, Recess/Lunch Duty, 2 hours/11 months, Pine Grove Elementary, to Health Aide, 6 hours/11 months, Pine Grove Elementary, effective January 13, 2022
Sandra Duenas, Recess/Lunch Duty, 2 hours/11 months, Ione Elementary, to Itinerant TK/K Instructional Aide, 3.5 hours/11 months, Ione Elementary, effective January 13, 2022

Classified – Internal Transfer Voluntary
Alex Stewart, Maintenance I, 8 hours/12 months, Jackson Elementary to Independence High School, effective January 3, 2022
Vincent Motto, Night Custodian, 8 hours/12 months, Jackson Junior High to Ione Junior High, effective January 3, 2022
Will McKay, Maintenance I, 8 hours/12 months, Jackson Junior High to Jackson Elementary, effective January 3, 2022
Joseph Grimes, Night Custodian, 8 hours/12 months, Pine Grove Elementary/Pioneer Elementary to Jackson Junior High, effective January 3, 2022

Classified – Unpaid Leave of Absence
Patria Rhoades, Bus Driver, 8 hours/11 months, unpaid leave from January 18, 2022 to January 24, 2022

Classified – Increase of hours
Michelle Butler, Car/Van Driver, Increase hours from 4.5 to 7 hours/11 months, Transportation, effective January 13, 2022
Frankie Bickel, Car/Van Driver, Increase hours from 4.5 to 7 hours/11 months, Transportation, effective January 13, 2022
Danelle Alvarado, Car/Van Driver, Increase hours from 4.5 to 7 hours/11 months, Transportation, effective January 13, 2022

RESIGNATIONS/RETIREMENT
Certificated – Resignation
Certificated – Resignation
Certificated – Retirement
Classified – Retirement

Fiscal Implications
N/A

Recommendation
Approve Human Resources Consent Agenda

Presented by
David Vicari, Assistant Superintendent, Human Resources & Labor Relations
Superintendent Gibson recommends approving these Warrants.

Jared Critchfield, Assistant Superintendent of Business Services

Fiscal Implications
See Warrants.

Recommendation
Superintendent Gibson recommends approving these Warrants.

Presented by
Jared Critchfield, Assistant Superintendent of Business Services

Supporting Documents

ACUSD Warrants through 12-31-2022
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If there are any questions regarding any of the payments, please contact Jared Critchfield @ 257-5375 or Nancy Kohlman @ 257-5333
12. 4. a. School Safety Plans

Background Information
The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. In accordance with Board Policy 0450 and Education Code 32288, each school shall submit their updated comprehensive safety plans to the Board for approval.

The comprehensive safety plans are detailed and are approximately 170 pages for each school site. Due to size considerations, the safety plans are available for review in the Superintendent's office at the District Office, and have been provided to the Board of Trustees members under a separate cover. They will be placed on the district website upon approval by the Board of Trustees.

Fiscal Implications
N/A

Recommendation
The Superintendent recommends approval of the Comprehensive School Safety Plans

Presented by
Sean Snider, Assistant Superintendent of Educational Services
12. 4. b. Williams Act Quarterly Report

Background Information
California Education Code 35186 sets forth guidelines whereby a Local Educational Agency (LEA) must report any filed Williams Act complaints to the LEA's Governing Board on a quarterly basis. There were no Williams Act complaints filed with the Amador County Unified School District for the months of October, November, or December 2021.

Fiscal Implications
N/A

Recommendation
The Superintendent recommends that the Board approve the Williams Act Quarterly Report for October, November, and December 2021.

Presented by
Sean Snider, Assistant Superintendent, Educational Services
12. 5. Surplus

Background Information
See Surplus Forms.

Fiscal Implications
N/A

Recommendation
Superintendent Gibson recommends approving this.

Presented by
Dr. Torie Gibson, Superintendent

Supporting Documents
- Plymouth Surplus
- JJH Surplus
- Independence Surplus
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Resource 3010  
2008/209  
Asset Tag 4468

Administrator's Signature: ____________________________ Date: __12/14/21__

DISTRICT USE

Received by Superintendent's Office ____________________________ Date: ____________________________
Superintendent's recommendation for value and disposal method: ____________________________

Board Approval sent to site: ____________________________ Date: ____________________________
Final Method of Disposal: ____________________________ Date: __12-15-21__

Responsible Employee's Signature: ____________________________ Date: __12-15-21__
Amador County Unified School District/Amador County Office of Education

Request to Surplus

School Site/Department: UNH

Name of Person Completing Form: Patty Sert (Working on Fixed Asset for Bus Office)

Signature of Employee Responsible: Patricia S. Sert

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Site’s Disposal Method: E-WASTE

Administrator’s Signature: ___________________________ Date: 1/4/22

DISTRICT OFFICE USE

Received by Superintendent’s Office: ___________________________ Date: ___________________________

Board Approved: ___________________________

Board Approval Sent to Site: ___________________________ Date: ___________________________

FOLLOWING BOARD APPROVAL

Final Method of Disposal: ___________________________

Revised December 2020
### Request to Surplus

**School Site/Department:** WH  
**Name of Person Completing Form:** Ruby Smith (working on Fixed Asset for Bus. Office)  
**Signature of Employee Responsible:** Patricia L. Smith  
**Date:** 1/4/22

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**Site’s Disposal Method:** E-Waste  
**Administrator’s Signature:**  
**Date:** 1/4/22

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**DISTRICT OFFICE USE**

Received by Superintendent’s Office:  
**Date:**

Board Approved:  
**Date:**

Board Approval Sent to Site:  
**Date:**

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**FOLLOWING BOARD APPROVAL**

Final Method of Disposal:

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Revised December 2020
Request to Surplus

School Site/Department: [Redacted]
Name of Person Completing Form: [Redacted]  Patty Serr / Working on Fixed Asset for Bus Office
Signature of Employee Responsible: Patricia C. Serr Date: 1/4/22

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Site's Disposal Method: E-Waste
Administrator's Signature: [Redacted] Date: 1/4/22

DISTRICT OFFICE USE

Received by Superintendent's Office: __________________________ Date: __________________________
Board Approved: __________________________
Board Approval Sent to Site: __________________________ Date: __________________________

FOLLOWING BOARD APPROVAL

Final Method of Disposal: __________________________

Revised December 2020
Amador County Unified School District/Amador County Office of Education

Request to Surplus

School Site/Department: Independence High
Name of Person Completing Form: Melissa Case
Signature of Employee Responsible: Chalene Case
Date: 12/8/21

<table>
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<th>Item I.D. # or Inventory Sticker</th>
<th>Description of Item Brand, Model, Year Purchased</th>
<th>Reason for Surplus Request</th>
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<td>No longer works</td>
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Site’s Disposal Method: Company took old unit when it was repaired
Administrator’s Signature: [Signature]
Date: 12/8/21

DISTRICT OFFICE USE

Received by Superintendent’s Office: ____________________________ Date: ____________________________
Board Approved: ____________________________
Board Approval Sent to Site: ____________________________ Date: ____________________________

FOLLOWING BOARD APPROVAL

Final Method of Disposal: Company took old unit when it was replaced.

Revised December 2020
Background Information
Pine Grove Elementary received a $500 donation from the Pine Grove Civic Improvement Club.

Fiscal Implications
N/A

Recommendation
Superintendent Gibson recommends approving these donations.

Presented by
Dr. Torie Gibson, Superintendent

Supporting Documents

PG Donation
AMADOR COUNTY PUBLIC SCHOOLS
Acknowledgement of Donation of Gift/Contribution to District

Date: 12/07/2021
School Site / Department: Pine Grove STEM School
Name of person completing this form: Renee Julian
  • Description of Gift / Contribution: supplies
No goods or services were provided by Amador County Public Schools in return for the contribution.
Does the gift/contribution require Maintenance Department services for installation?  □ Yes ☒ No

If yes, Maintenance Department completes this section.
  Required materials for installation: ____
  Labor costs of installation: ____
  Total: ____**
  Maintenance Director’s Signature: __________________________

Name of Donee/Contributor: Pine Grove Civic Improvement Club
Mailing Address: P.O. Box 284, Pine Grove, CA 95665

Telephone No.: __________________________

Have you acknowledged receipt of gift/contribution with a thank you letter?
☑ Yes □ No

(If yes, please attach a copy of thank you letter.)

**Note: If maintenance and material costs for installation are unbudgeted or prohibitively high, the Superintendent may recommend Board rejection of the gift/contribution.
December 7, 2021

Pine Grove Civic Improvement Club,

Thank you so much for your generous donation of $500 to Pine Grove STEM Elementary School. We have used your generosity to give back to our students with free milk for the rest of the year. Your continued support of our students, staff and families at Pine Grove is always greatly appreciated.

Thank you,

Pine Grove STEM Elementary Staff
12. 7. Overnight Field Trip Requests

Background Information
Sutter Creek Elementary will be going to YMCA Point Benita Science Camp in Sausalito, CA from 3/29/22 to 4/1/22.

Fiscal Implications
N/A

Recommendation
Superintendent Gibson recommends approving this.

Presented by
Dr. Torie Gibson, Superintendent

Supporting Documents

SCE Science Camp Overnight Field Trip
AMADOR COUNTY PUBLIC SCHOOLS

Overnight Fieldtrip Request Form

For the Board Meeting Dated: January 2022

Site: SCE  Date of Request: 12-9-21

Departure Date: 3/29/22  Return Date: 4/1/22

Departure Time:  Return Time: 

Destination of Trip (Location & City): YMCA Point Break Science Camp
Sansei, CA

Purpose of Trip: Science Camp

Sponsoring Organization: Student Body Outdoor Ed. SCE

Source(s) of Funds for Trip: Student Fines / Scholarship Fund

Name of Fieldtrip Director/Instructor: Henry Outland / Price

Number of Students: 78  Grade Level: 6

Number of Chaperones: 10

Name(s) of Chaperone(s): TBD

Mode of Travel (circle one):  school bus  charter bus  van  plane  train

Private vehicle (insurance on file: yes  no )

Name and Address of Overnight Accommodations: 980 Fost Barry Hwy
Sansei, CA

Instructor/Director Signature:  Date:

Site Administrator Signature:  Date: 12-9-2021

*NOTE: This form needs to be submitted to the Superintendent’s Office 1 week prior to the scheduled Board meeting before the planned trip. All overnight fieldtrip requests must be Board approved before occurring.

DISTRICT OFFICE USE ONLY

Received by Superintendent’s Office:  Date:
13. 1. Updates to CDPH Guidance/ Mandates Related to COVID-19 and ACUSD Health and Safety Plan During COVID-19 for a Safe Return for the 2021-2022 School Year (As Needed) (Dr. Gibson/Mr. Snider)

### Background Information

This will be a standing agenda item throughout the year as we will need to update the Board of Trustees on CDPH mandates and guidance that could require modifications to our health and safety plan. All updates are noted in the safety plan in red font. Once approved by the Board, it will be updated on the ACUSD Website under COVID-19 Dashboard.

ACUSD Health and Safety Plan During COVID-19 for a Safe Return for the 2021-2022 School Year Changes:

- Page 1, header: "January 12"
- Page 1, line 3: "January 12"
- Page 9, Section 10 a i: "Students"
- Page 9, section 10 a ii: Staff quarantine guidelines
- Page 9, Section 11 a: "Quarantine Recommendations for Household Close Contacts"
- Page 10, Section 13 b i: Removed
- Page 10, Section 13 b ii: Symptomatic self-isolation discontinuation
- Page 10, Section 13 c i: Removed
- Page 10, Section 13 c ii: Asymptomatic self-isolation discontinuation
- Page 14, Section 19 c ii: Weekly staff testing
- Page 18, Appendix A: Quarantine flow chart information updated
- Page 25-29: Letter from Public Health Officer
- Page 30-32: Guidelines effective Friday, January 7, 2022

### Fiscal Implications

N/A

### Recommendation

Superintendent Gibson recommends approving this.

### Presented by

Dr. Torie Gibson, Superintendent
Sean Snider, Assistant Superintendent, Educational Services

### Supporting Documents

- ACUSD Health and Safety Plan during COVID-19 for Board Approval 1-12-22

### Quick Summary / Abstract
This will be a standing agenda item throughout the year as we will need to update the Board of Trustees on CDPH mandates and guidance that could require modifications to our health and safety plan. All updates are noted in the safety plan in red font. Once approved by the Board, it will be updated on the ACUSD Website under COVID-19 Dashboard.
Health and Safety Plan During COVID-19 for a Safe Return to School for the 2021-2022 School Year

On July 12, 2021, the California Department of Public Health (CDPH) published its updated guidance for K-12 schools for the 2021-2022 school year. The foundational principle of this guidance is that all students must have access to safe and full in-person instruction and to as much instructional time as possible. This plan is based on current guidance as of 2:00 pm on January 12, 2022, and is subject to change based on additional guidance issued by CDPH after this date and time.

The surest path to safe and full in-person instruction at the outset of the school year, as well as minimizing missed school days in an ongoing basis, is a strong emphasis on the following: vaccination for all eligible individuals to get COVID-19 rates down throughout the community; universal masking in schools, which enables no minimum physical distancing, allowing all students access to full in-person learning, and more targeted quarantine practices, keeping students in school; and access to a robust COVID-19 testing program as an available additional safety layer. Recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies (e.g., masking) are fully implemented. This is consistent with the Centers for Disease Control (CDC) K-12 School Guidance.

Masks are one of the most effective and simplest safety mitigation layers to prevent in-school transmission of COVID-19 infections and to support full time in-person instruction in K-12 schools. COVID-19 is transmitted primarily by aerosols (airborne transmission), and less frequently by droplets. Physical distancing is generally used to reduce only droplet transmission, whereas masks are one of the most effective measures for source control of both aerosols and droplets. Therefore, masks best promote both safety and in-person learning by reducing the need for physical distancing. Additionally, under the new guidance from the CDC, universal masking also permits modified quarantine practices under certain conditions in K-12 settings, further promoting more instructional time for students.
CDPH will continue to assess conditions on an ongoing basis, and will determine no later than November 1, 2021, whether to update mask requirements or recommendations. Indicators, conditions, and science review will include vaccination coverage status, consideration of whether vaccines are available for children under 12, community case and hospitalization rates, outbreaks, and ongoing vaccine effectiveness against circulating variants of COVID, in alignment with the CDC-recommended indicators to guide K-12 school operations.

On October 21, 2021, a joint statement issued by California Health and Human Services Agency Secretary Dr. Mark Ghaly, and California Department of Public Health Director and State Public Health Officer Dr. Tomás Aragón, reaffirmed the state’s approach to preventing COVID-19 in schools and protecting our students’ health – continuing the state’s successful masking requirements in K-12 settings. “Due to these considerations, California is reaffirming its current approach to COVID-19 prevention and containment in schools and will continue to maintain the universal indoor mask mandate in K-12 schools and will continue to monitor conditions through the winter.”

This guidance is designed to enable all schools to offer and provide full in-person instruction to all students safely, consistent with the current scientific evidence about COVID-19, even if pandemic dynamics shift throughout the school year, affected by vaccination rates and the potential emergence of viral variants.

This guidance includes mandatory requirements, in addition to recommendations and resources to inform decision-making. Stricter guidance may be issued by local public health officials or other authorities.


**Safety Measures for California’s K-12 Schools**

1. **Masks**
   a. Masks are optional outdoors for all students and staff in K-12 school settings. Because of this, teachers are encouraged to find an outdoor space to conduct class as much as possible to minimize the amount of time masks are required.
b. K-12 students are required to mask indoors, with limited exemptions per CDPH face mask guidance. Adults in K-12 school settings are required to mask when sharing indoor spaces with students.

c. Persons exempted from wearing a face covering due to a medical condition, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

d. Schools must develop and implement local protocols to provide a face covering to students who inadvertently fail to bring a face covering to school to prevent unnecessary exclusions.

e. Consistent with guidance from the 2020-21 school year, schools must develop and implement local protocols to enforce the mask requirements. Additionally, schools should offer alternative educational opportunities for students who are excluded from campus because they will not wear a face covering, including independent study.

f. In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g., communicating or assisting young children or those with special needs) a face shield with a drape (per CDPH guidelines) can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance from others. Staff must return to wearing a face covering outside of the classroom.

For students who are not exempt from wearing a face covering per the CDPH Face Coverings Guidance updated August 2, 2021 section titled, "Safety Measures for K-12 Schools – Item #1: Masks", the following enforcement process will apply:

- Students will be redirected by staff any time a mask is not worn, or not worn properly, while indoors on school property.
- Students refusing to wear a mask after being redirected by a staff member to do so, or after being provided a mask by a staff member, will be referred to the office for consultation. A staff member will meet with the student and review all CDPH guidelines and emphasize proper mask wearing requirements.
- If a student continues to not follow redirection after meeting with school staff, a meeting with the principal, parent and student will be scheduled immediately.
- Students continuing to refuse to wear a mask after the parent conference will have the following options - Option 1: Go through the Mask Exemption Process if applicable, or Option 2: Enroll in the district's Independent Study/Virtual Learning program option (see details below).

Option 1:

Mask Exemption Process per CDPH Guidance for K-12 Schools - Safety Measures- Masks

- Certain students with mental health or medical conditions, and disabilities may be exempt from the mask requirement.
- Parent obtains the Student Mask Exemption Request Form to begin the process for mask exemption while at school.
- Parent takes form to student's licensed physician to complete.

Option 2:

Enroll in the district's Independent Study/Virtual Learning program

- Contact school site administration for enrollment:
  - TK-6 - John Hawley at Pine Grove Virtual Academy; 296-2800 or jhawley@acusd.org
  - 7-12 - Kelly Hunkins at North Star Academy; 257-5100 or khunkins@acusd.org
● Per CDPH guidance on August 6, 2021, a licensed physician must provide authorization in order for a student to have an approved mask exemption.

● Until the request form process is fully approved and completed, students attending in person learning will be required to wear a face covering, or parents have the option to have their child(ren) attend the Independent Study/Virtual Learning program option while going through the mask exemption process.

● The Mask Exemption Process will be as follows:
  ● Parents will request the COVID-19 Student Mask Exemption Form from their school site office.
  ● Once a parent provides a completed Student Mask Exemption Request Form from a licensed physician, the parent will bring the form to school site for processing. Exemption exists if a licensed physician determines one of the following is met:
    ● The student us under the age of 2
    ● The student has a medical condition
    ● The student has a mental health condition
    ● The student has a communication disability
    ● The student’s learning is inhibited because they are hearing impaired
  ● If the student is found to be exempt from wearing a face covering, it will be determined if an alternative face covering (such as a face shield with a drape) can be used by the student.
  ● Once the process has been completed, the approved COVID-19 Student Mask Exemption Form will be provided to the teacher(s) of record for the student and the school administrator for that student.
Mask Exemption Process Flowchart

Has the student provided a request for exemption OR is the student refusing to wear a face covering and will not wear one provided to them OR does the student have a 504 or IEP and is incapable of wearing a face covering for the full school day

ALL STUDENTS 2 YEARS OLD AND ABOVE MUST WEAR A FACE COVERING

EXEMPTION REQUEST FORM
Parent requests a licensed physician's approval for a face mask exemption while at school. Can student wear an alternative face covering?

NO
Parent obtains the exemption form and receives approval from a licensed physician for full exemption. Student wears mask or enrolls in District's alternative program until an approved exemption is provided to the school.

YES
Parent obtains the exemption form and receives approval from a licensed physician to wear an alternative face covering. Student wears mask or enrolls in District's alternative program while approval from a licensed physician is being obtained.

REFUSAL TO WEAR FACE COVERING
Review process in the health and safety plan for protocols. Does student have exemption approved?

NO
Exclude from in person instruction and offer an alternative educational opportunity.

OR
Begin Request Form process.

504 or IEP
Student has not submitted an exemption and is incapable of wearing a face covering for the full school day.

Parent contacts school administration to convene a 504/IEP meeting if eligible. Team will review protocols and use the Exemption Request Form for district and school tracking.

EXEMPTION NOT OBTAINED
Student must attend in person learning with a mask, or enroll in the District's alternative program. Parent can request 504 if applicable.

LICENSED PHYSICIAN EXEMPTION OBTAINED
Parent submits licensed physician approval on exemption form to the school site. Student attends school following the exemption made by a licensed physician.
The term “close contact” in this document means the following: within 6’ for 15 cumulative minutes or more, in a 24 hour period while indoors.

- If there is an exposure in the classroom the following must occur per CDPH and ACPH:
  - Any student **not wearing a mask**, who was a close contact with an individual **who was also not wearing a mask** and has a positive COVID-19 test must:
    - Not attend in-person instruction and quarantine for all extra-curricular activities at school, including sports, and activities within the community setting
    - Remain in quarantine until after day 10 from the date of last exposure without testing, OR
    - Remain in quarantine until after day 7 if a COVID-19 test is completed on or after day 5 from the date of last exposure, and tests negative.
  - Any student **not wearing a mask**, who was a close contact with an individual **who was wearing a mask** and has a positive COVID-19 test must:
    - Not attend in-person instruction and quarantine for all extra-curricular activities at school, including sports, and activities within the community setting
    - Remain in quarantine until after day 10 from the date of last exposure without testing, OR
    - Remain in quarantine until after day 7 if a COVID-19 test is completed on or after day 5 from the date of last exposure, and tests negative.
  - Any student **wearing a mask**, who was a close contact with an individual **who was not wearing a mask** and has a positive COVID-19 test must:
    - Not attend in-person instruction and quarantine for all extra-curricular activities at school, including sports, and activities within the community setting
    - Remain in quarantine until after day 10 from the date of last exposure without testing, OR
    - Remain in quarantine until after day 7 if a COVID-19 test is completed on or after day 5 from the date of last exposure, and tests negative.
  - Any student **wearing a mask**, who was a close contact with an individual **who was also wearing a mask** and has a positive COVID-19 test may continue to attend school for in person instruction if they:
    - Are asymptomatic
    - Continue to appropriately mask as required
    - Undergo at least twice a week testing during the 10 day modified quarantine
    - Full quarantine applies for all extra-curricular activities at school, including sports, and activities within the community setting
    - Remain in modified quarantine until after day 10 from the date of last exposure without testing, OR
    - Remain in modified quarantine until after day 7 if a COVID-19 test is completed on or after day 5 from the date of last exposure, and tests negative.
  - Any staff member **wearing a mask**, who was a close contact with a student **who was not wearing a mask** and has a positive COVID-19 test may discontinue quarantine:
    - After day 10 from the date of last exposure without testing,
    - Continue to quarantine for all extra-curricular activities at school, including sports, and activities within the community setting
  - Any student or staff member who is within 90 days of a prior COVID positive test result does not need to quarantine after a repeat exposure to COVID within that time frame. They also are not advised to get re-tested UNLESS they develop symptoms after that known exposure.
Any student or staff member who is a close contact and is fully vaccinated as verified by the district can:
- Refrain from quarantine, wear a mask, and get tested 3-5 days following a known exposure, even if they remain asymptomatic
- Students and parents must screen for symptoms each morning prior to arriving on campus, and stay home if symptoms are present

2. Physical Distancing
   a. Recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies (e.g., masking) are implemented. This is consistent with CDC K-12 School Guidance.

3. Health Screening:
   a. Passive (Self) Screening: Staff and students must self-screen for symptoms at home daily. This is called passive screening. If a person is sick or exhibits symptoms of COVID-19, they may not come to school and will follow Stay at Home and Return to School Requirements. Signs of illness include fever or chills (100.4 degrees or higher), cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea per CDC guidelines.

4. Ventilation Recommendations
   a. For indoor spaces, ventilation should be optimized, which can be done by following CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools.

5. Recommendations for staying home when sick and getting tested:
   a. Follow the strategy for Staying Home when Sick and Getting Tested from the CDC.
   b. Getting tested for COVID-19 when symptoms are consistent with COVID-19 will help with rapid contact tracing and prevent possible spread at schools.
   c. Advise staff members and students with symptoms of COVID-19 infection not to return for in-person instruction until they have met CDPH criteria to return to school for those with symptoms:
      i. At least 24 hours have passed since resolution of fever without the use of fever reducing medications; and
      ii. Other symptoms have improved; and
      iii. They have a negative test for COVID-19, OR a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) OR a healthcare provider has confirmed an alternative named diagnosis, OR at least 10 days have passed since symptom onset.

6. Screening testing recommendations:
a. A robust testing program is one key strategy to allow schools to continue to remain open. Testing can modify quarantine as allowed under the K-12 School Guidance, and it also supports minimizing missed school days. As of October 18, 2021, testing is available at all school sites, free of charge for all students, employees, volunteers, and in certain cases, family members.

7. Case reporting, contact tracing and investigation
   a. Per AB 86 (2021) and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department.
   b. Each school should have a COVID-19 liaison to assist the local health department with contact tracing and investigation. The LEA should also have a lead liaison.

8. Quarantine recommendations for vaccinated close contacts
   a. For the purposes of this guidance, people are considered fully vaccinated: two weeks or more after they have received the second dose in a 2-dose series (Pfizer or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen).
   b. Close contacts who are fully vaccinated can:
      i. Refrain from quarantine and testing following a known exposure as long as they remain asymptomatic.
      ii. Following a known exposure at work, fully vaccinated workers do not need to quarantine if asymptomatic.

9. Quarantine recommendations for unvaccinated students for exposures when both parties were wearing a mask, as required in K-12 indoor settings. These are adapted from the CDC K-12 guidance and CDC definition of a close contact.
   a. When both parties were wearing a mask in the indoor classroom setting, unvaccinated students who are close contacts (more than 15 minutes over a 24-hour period within 0-6 feet indoors) may undergo a modified 10-day quarantine as follows. They may continue to attend school for in-person instruction if they:
      i. Are asymptomatic;
      ii. Continue to appropriately mask, as required;
      iii. Undergo at least twice weekly testing during the 10-day quarantine ; and
      iv. Continue to quarantine for all extracurricular activities at school, including sports, and activities within the community setting.

10. Quarantine recommendations for: unvaccinated close contacts who were not wearing masks or for whom the infected individual was not wearing a mask during the indoor exposure; or unvaccinated students as described in #9 above.
a. For these contacts, those who remain asymptomatic, meaning they have NOT had any symptoms, may discontinue self-quarantine under the following conditions:
   i. Students:
      1. Quarantine can end after Day 10 from the date of last exposure without testing; OR
      2. Quarantine can end after Day 7 if a diagnostic specimen is collected on or after Day 5 from the date of last exposure and tests negative.
   ii. Staff:
      1. Staff who are a close contact to someone who tested positive are now eligible for early release from quarantine after day 5 with a negative antigen test result that is completed at their school site on or after day 5, or by providing official results from another testing service or doctor to the school/district. Staff coming to school to test should be symptom free and may then return to school on or after day 6.
      2. Staff that are boosted or fully vaccinated but not yet booster eligible, do not need to quarantine, but must test on day 5.
      3. Per Cal OSHA and CDPH effective immediately, staff who are fully vaccinated and are currently booster-eligible, but have not yet received their booster, can test within 3-5 days after last exposure, if negative do not need to be excluded from work when asymptomatic.
      4. Unvaccinated staff, including persons previously infected with Covid-19 within the last 90 days, can release from quarantine after day 5 with a negative antigen test result that is completed at their school site on or after day 5, or by providing official results from another testing service or doctor to the school/district. Staff coming to school to test should be symptom free and may then return to school on or after day 6. If unable or choose not to test and does not have symptoms can return to work after day 10.

b. To discontinue quarantine before 14 days following last known exposure, asymptomatic close contacts must:
   i. Continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND
   ii. Follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure.

c. If any symptoms develop during this 14-day period, the exposed person must immediately isolate, get tested, and contact their healthcare provider with any questions regarding their care.

**See appendix A for a flow chart about when students and staff must quarantine.

11. Quarantine Recommendations for Household Close Contacts
   a. Students or staff who live in a household where someone has tested positive for COVID-19, who are up to date with their vaccine, and who do not have symptoms, do not need to quarantine. Students and staff who are not vaccinated or are not up
to date with their vaccine must be excluded from school. These students or staff can get a PCR test for COVID-19 on or after day 10 since their first exposure to the positive individual. If the test is negative and they remain without symptoms, quarantine can end after Day 14.

12. Quarantine and testing Recommendations for individuals who have tested positive for COVID in the last 90 days
   a. People who are within 90 days of their prior positive do not need to quarantine after a repeat exposure to COVID within that time frame, and are not advised to get re-tested UNLESS they develop symptoms after that known exposure.

13. Isolation recommendations
   a. Both vaccinated and unvaccinated people who test positive for COVID-19 should immediately self-isolate. In the event a student or staff member tests positive, the scenario 3 letter (confirmed COVID case) will be sent home to the families of impacted students. The scenario 2 (close contact), and scenario 4 (follow-up to scenario 2- close contact) letters are discontinued effective the 2021-2022 school year.
   b. Those who are symptomatic may discontinue self-isolation only under the following conditions:
      i. At least 10 days have passed since symptom onset; AND
      ii. All students and staff who test positive regardless of their vaccination status, are eligible for release from isolation after day 5 with a negative antigen test result done at the school on or after day 5, or by providing official results from another testing service or doctor to the school/district. Students or staff coming to school to test should be symptom free and may then return to school on day 6.
      iii. At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; AND
      iv. Other symptoms have improved
   c. People with COVID-19 who are asymptomatic, meaning that they have NOT had any symptoms, may discontinue isolation under the following conditions:
      i. At least 10 days have passed since the date of the first positive COVID-19 test.
      ii. All students and staff who test positive regardless of their vaccination status, are eligible for release from isolation after day 5 with a negative antigen test result done at the school on or after day 5, or by providing official results from another testing service or doctor to the school/district. Students or staff coming to school to test should be symptom free and may then return to school on day 6.
      iii. If they develop symptoms, then the strategies for discontinuing isolation for symptomatic persons (see above) should be used.

14. Hand hygiene recommendations
a. Teach and reinforce washing hands, avoiding contact with one’s eyes, nose, and mouth, and covering coughs and sneezes among students and staff.
b. Promote hand washing throughout the day, especially before and after eating, after using the toilet, and after handling garbage, or removing gloves.
c. Ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trashcans, face coverings, and hand sanitizers with at least 60 percent ethyl alcohol for staff and children who can safely use hand sanitizer.

15. Cleaning recommendations
   a. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the U.S. Environmental Protection Agency COVID-19 list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.
   b. For more information on cleaning a facility regularly, when to clean more frequently or disinfect, cleaning a facility when someone is sick, safe storage of cleaning and disinfecting products, and considerations for protecting workers who clean facilities, see Cleaning and Disinfecting Your Facility.
   c. If a facility has had a sick person with COVID-19 within the last 24 hours, clean AND disinfect the spaces occupied by that person during that time.

16. Food service recommendations
   a. Maximize physical distance as much as possible while eating (especially indoors). Using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing. Arrange for eating outdoors as much as feasible.
   b. Clean frequently touched surfaces. Surfaces that come in contact with food should be washed, rinsed, and sanitized before and after meals.
   c. Given very low risk of transmission from surfaces and shared objects, there is no need to limit food service approaches to single use items and packaged meals.

17. School Bus/Transportation
   a. All requirements apply to the school bus as well.
      i. All riders must wear a mask while riding the bus, unless exempted.
      ii. Good ventilation with open/partially open windows is recommended.
      iii. Buses should be cleaned daily and cleaned and disinfected after transporting any individual who is exhibiting symptoms of COVID-19.
18. Responding to students or staff exhibiting symptoms at school:

a. Individuals who have symptoms of illness must be immediately separated to prevent possible transmission of disease to others. Individuals who are sick should go home or to a healthcare facility depending on the severity of their symptoms. Sick students and sick staff must:
   i. Be quickly separated from other students/staff until picked up by parent/guardian
   ii. Maintain more than 6 feet of distance from others, preferably in a separate room that is well ventilated
   iii. Wear a disposable mask
   iv. Attending staff must use standard precautions when assisting a sick individual. For suspected COVID-19 this includes, disposable face mask, eye covering/face shield and gloves
   v. Call parent/guardian for immediate pick up
      1. If a parent/guardian cannot pick up students, consider procedures for arranging transportation to their home
      2. Provide parent/guardian or staff member with Stay at Home/When to Return to School instructions
   vi. Disinfect all surfaces after the student/staff leaves and before use by others
   vii. If COVID-19 is suspected, contact your school nurse or Human Resources. Follow Communicable Disease Response Protocols for notifying Human Resources for possible outbreaks of infectious disease

b. Collect and track illness-related absence information at the time of student or staff absence.
   i. Train attendance staff to support contract tracing as directed by the Amador County Health Department
   ii. School site staff responsible for entering attendance data into Aeries will also list reasons for illness, symptoms, and date of onset in the “Comments” section

c. Follow HIPAA confidentiality laws noting that communicable disease concerns are confidential, and all staff are expected to protect health information.

d. Contact the Human Resources Department

e. Designated Human Resources staff will report all COVID-19 diagnoses, as well as any unusually high number of illness-related student and staff absences, to Amador County Public Health. Amador County Public Health and ACUSD will coordinate response to COVID-19 cases within the confidentiality framework of HIPPA and FERPA. The Assistant Superintendent of Human Resources and Labor Relations will be the point of contact for all staff related cases and the Assistant Superintendent of Educational Services will be the point of contact for all student related cases.

f. Require students and staff to remain home per Stay at Home Requirements.
   i. Stay home if experiencing the following symptoms of illness: fever or chills (100.4 degrees or higher), cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. * Subject to change as revised by CDC.
ii. Stay home if advised to isolate or quarantine by your doctor or the health department due to COVID-19 precautions. Reasons may include:
   1. Recent contact with a person with COVID-19
   2. Recent diagnosis with COVID-19
   3. Recent travel from anywhere with widespread COVID transmission

iii. The COVID-19 Decision Tree for People in Schools, Youth, and Child Care Programs will be used to determine stay at home, isolation, or quarantine lengths on a case by case basis. Return to school or work when free of symptoms for 24 hours, and at least 10 days have passed from the start of symptoms or the date the positive test was collected, and/or after the ordered quarantine/isolation period has ended, as applicable.
   
g. Additional activities may be required as advised by Human Resources following county health department orders.

*See Appendix B for a flow chart of what to do if a student is sick.

19. Vaccination verification considerations
   a. To inform implementation of prevention strategies that vary by vaccination status (testing, contact tracing efforts, and quarantine and isolation practices), refer to the CDPH vaccine verification recommendations. Reasons for determining vaccination status include:
      i. Employees who are not fully vaccinated, or who decline to verify vaccine status, are required to continue to wear approved face coverings at work indoors, except when briefly eating or drinking or alone in a room or vehicle.
      ii. Fully vaccinated employees (2 weeks after your last COVID-19 vaccine) who are not working directly in contact with students and where no students are present, can choose to not wear face coverings while indoors at work. If an employee has been vaccinated against COVID-19 and wishes to remove their face covering, the District is required to document the employee’s COVID-19 vaccination status. Contact the Human Resources Office if you did not receive the vaccination verification form to complete.
      iii. Fully vaccinated students and staff do not need to quarantine in the event of an exposure, as long as they remain asymptomatic and follow all current CDPH/CDC recommendations as detailed on page 8.
   b. Options for Providing Proof of Vaccination:
      i. Covid-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
      ii. A photo of a vaccination card as a separate document; OR
      iii. A photo of the client's vaccine card stored on a phone or electronic device; OR
      iv. Documentation of vaccination from a healthcare provider; OR
v. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type. The QR code must also confirm the vaccine record as an official record of the state of California; OR
vi. Documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

c. State Mandate for Employees to Provide Proof of Vaccination or Undergo Weekly COVID Testing
i. The California Department of Public Health issued a state mandate on August 11, 2021 requiring that all unvaccinated employees or those that decline to state their vaccination status, must be tested for COVID-19 on a weekly basis. All organizations must be in compliance by October 15, 2021. All schools are set up to conduct the testing and will begin Monday, October 18 (the day we return from fall break). Read the full State Public Health Officer Order here.

ii. Effective Monday, January 10, 2022 all employees (vaccinated and unvaccinated) will be required to have a negative COVID test weekly. This will include all District Office employees and Board members when attending in person. District Office staff will be required to test twice weekly if there is ample test kit availability.

20. COVID-19 Safety Planning Transparency Recommendations
a. In order to build trust in the school community and support successful return to school, it is a best practice to provide transparency to the school community regarding the school’s safety plans. It is recommended that at a minimum all local educational agencies (LEAs) post a safety plan, communicating the safety measures in place for 2021-22, on the LEA’s website and at schools, and disseminate to families in advance of the start of the school year.

21. Can K-12 schools host dances and large assemblies?

a. School dances, large assemblies, and other school-based crowded events have the potential to cause substantial spread of COVID-19 within and beyond the school community. Schools are encouraged to consult with local health officials before deciding to host such events, particularly in communities where COVID-19 remains highly prevalent and/or vaccination rates remain low. The following are additional considerations to optimize health and safety for all attendees.

i. Host such events outdoors whenever possible.
ii. Separate the event into smaller cohorts (by grade, for example) whenever possible.
iii. Ensure all eligible attendees (students and adults) are fully vaccinated. Conduct pre-entry testing for all unvaccinated attendees at or just prior to the event.
iv. Plan in advance how to identify close contacts if it is later discovered that someone with COVID-19 attended the event. Consider requiring pre-registration with CA Notify and maintaining a log of all attendees (even those arriving pre-event) at the door/entrance to the event.
v. Consider requiring the use of masks at outdoor school-based large, crowded events. (Masks remain required indoors as per CDPH K-12 Guidance.)
vi. If food or drinks are to be served, serve them outdoors whenever possible and/or place them away from other areas to clearly designate spaces where masks must be worn.

22. School-Based Extracurricular Activities
   a. The requirements and recommendations in this guidance apply to extracurricular activities that are operated or supervised by schools, and activities that occur on a school site, whether or not they occur during school hours. Activities may be performed outdoors without masks. Indoor mask use remains a critical layer in protecting against COVID-19 infection and transmission. Accordingly:
      i. Individuals using instruments indoors that cannot be played with a mask (e.g., wind instruments) may perform if bell coverings are used when playing wind instruments AND a minimum of 3 feet of physical distancing is maintained between participants. Modified masking may be considered in addition to, but not in place of, bell covers. If bell covers are not used, it is strongly recommended that individuals undergo screening testing at least once weekly. An FDA-approved antigen test, PCR test, or pooled PCR test is acceptable for evaluation of an individual's COVID-19 status.

Additional considerations or other populations

1. Disabilities or other health care needs recommendations
   a. When implementing this guidance, schools should carefully consider how to address the legal requirements related to provision of a free appropriate public education and requirements to reasonably accommodate disabilities, which continue to apply.
   b. Refer to the CDC K-12 guidance section on “Disabilities or other health care needs” for additional recommendations.

2. Visitor recommendations
   a. Schools should review their rules for visitors and family engagement activities.
   b. Schools should limit nonessential visitors, volunteers, and activities involving external groups or organizations with people who are not fully vaccinated, particularly in areas where there is moderate-to high COVID-19 community transmission. Essential volunteers include those providing support for teachers in classrooms, or for any other school-related activity where volunteers support the success of the event.
c. Schools should not limit access for direct service providers, but can ensure compliance with school visitor policies.

d. For essential volunteers, the following requirements apply:

   i. Provide proof of full COVID-19 vaccination, or provide proof of a negative COVID-19 test that was done within 1 week of the volunteer event, or weekly tests for ongoing volunteers. Antigen rapid tests are available free of charge for volunteers at all school sites, and can even be given the day of volunteering.

   ii. Complete the assumption of risk form.

e. Schools should continue to emphasize the importance of staying home when sick. Anyone, including visitors, who have symptoms of infectious illness, such as flu or COVID-19, should stay home and seek testing and care.

3. Additional information about how this guidance applies to other supervised settings for K-12 school-aged children and youth (including activities such as band, drama) is forthcoming. Childcare settings and providers remain subject to separate guidance.

Cal/OSHA Regulations for K-12 School Settings

Workplace safety practices are governed by Cal/OSHA. The following regulations adopted by CalOSHA on June 17, 2021 are specific to K-12 school settings, and were effective immediately:

- Any employees, working directly in contact with students and while students are present, must continue to wear face coverings at all times indoors while students are present, regardless of vaccination status.

- There are no face covering requirements outdoors regardless of vaccination status for adults and students (except in the event of a major workplace COVID-19 outbreak).

- All requirements for physical distancing and barriers have been removed, regardless of employee vaccination status (except in the event of a workplace COVID-19 outbreak).

- Fully vaccinated employees (2 weeks after your last COVID-19 vaccine) who are not working directly in contact with students and where no students are present, can choose to not wear face coverings while indoors at work. If an employee has been vaccinated against COVID-19 and wishes to remove their face covering, the District is required to document the employee’s COVID-19 vaccination status. Contact the Human Resources Office if you did not receive the vaccination verification form to complete.

- Employers must provide face coverings to any employee who requests one, regardless of vaccination status.

- Employers must provide unvaccinated employees with approved respirators, such as N-95 for voluntary use when working indoors or in a vehicle with others, upon request.
● The definition of a sufficient face covering at work now includes only a medical, surgical, or two-fabric layer mask, or N-95 respirator. Please refer to the CDPH “Get the Most Out of Masking” document. https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Get-the-Most-out-of-Masking.aspx#

● Employees who are not fully vaccinated, or who decline to verify vaccine status, are required to continue to wear approved face coverings at work indoors, except when briefly eating or drinking or alone in a room or vehicle.

● Employers must notify employees of the benefits of the COVID-19 vaccine, including that the vaccine has been effective at preventing serious illness or death. Here is information on the COVID-19 Vaccine and the benefits of the vaccine.

● All visitors to any indoor District facility must wear face coverings while inside those facilities if they are not fully vaccinated against COVID-19, unless they meet one of the following:
  ○ They are under 2 years of age.
  ○ They have a medical condition, mental condition, or disability that prevents wearing a face covering.
  ○ They are hearing impaired or actively communicating with a person who is hearing impaired where the ability to see the mouth is essential for communication.

● Employers must evaluate whether it is necessary to implement physical distancing and barriers during an outbreak (3 or more cases in an exposed group of employees).

● Employers must implement physical distancing and barriers during a major outbreak (20 or more cases in an exposed group of employees).

● Employers must evaluate ventilation systems to maximize outdoor air and increase filtrations efficiency, and evaluate the use of additional air cleaning systems.

For additional information on the revised CalOSHA regulations for the workplace, visit https://www.dir.ca.gov/dosh/coronavirus/Revisions-FAQ.html

This plan will be updated throughout the 2021-2022 school year, as needed, as the CDPH and/or Cal/OSHA guidance and regulations change.
Appendix A

CLOSE CONTACT QUARANTINE FLOW CHART
FOR INDOOR CLASSROOM SETTINGS
2021-2022 COVID-19 PUBLIC HEALTH GUIDANCE FOR K-12 SCHOOLS IN CALIFORNIA

IS THE CLOSE CONTACT* A STUDENT OR EMPLOYEE?

STUDENT

IS THE STUDENT SYMPTOMATIC?

YES

Exclude from school and get tested for COVID-19.

NO

COVID TEST RESULT**

POSITIVE

Isolation
Exclude from school. Isolate for 10 days from symptom onset (and 24 hours without fever and improved symptoms).

NEGATIVE

May continue in school. Continue to mask and monitor for symptoms.

IS THE STUDENT VACCINATED?

YES

WERE THE CASE AND CLOSE CONTACT BOTH MASKED INDOORS?

YES

Modified Quarantine
May continue in school if:
- Remain asymptomatic,
- Continue to mask,
- 2x weekly testing***:
  and
- Continue to quarantine for all extracurricular activities
  (if symptoms develop, exclude from school and test for COVID-19).

NO

Quarantine
Exclude from school for 10-day quarantine from date of last contact with case.

OR

Quarantine can end after Day 7 if test (administered on or after Day 5) is negative.**

RETURN TO WORK CRITERIA

Return to worksite after 24 hours without fever and improved symptoms AND at least 10 days have passed since COVID-19 symptoms first appeared.

EMPLOYEE

IS THE EMPLOYEE SYMPTOMATIC?

YES

Exclude from worksite and get tested for COVID-19**.

NO****

RETURN TO WORK CRITERIA

May continue at worksite. Continue to mask and monitor for symptoms.

IS THE EMPLOYEE VACCINATED?

YES

Quarantine
Exclude from worksite for 10-day quarantine without testing.

NO

Quarantine can end after Day 7 if test (administered on or after Day 5) is negative.****

IMPORTANT: All close contact information (including masking information) should be sent to public health in SPOT. Quarantine instructions will be provided by public health during contact tracing.

*Close contact is defined as within 6 feet for more than 15 minutes over a 24-hour period.

**Antigen rapid tests are now able to stand alone without a confirmatory PCR test.

***Tests should be administered immediately, and then on/after day 5 to exit quarantine after day 7.

****California guidelines apply for school staff and do not currently allow for modified quarantine. If symptoms develop, exclude from worksite, and get tested. If staff remains asymptomatic, recommend testing on or after day 5 from exposure. If positive, exclude from worksite and isolate per public health guidance. If negative, then return to worksite after day 7. If not testing and in a 10-day quarantine, staff can return to worksite after 24 hours without fever and improved symptoms. Continue self-monitoring through day 14.
ORDER OF THE HEALTH OFFICER OF THE COUNTY OF AMADOR
MODIFYING PREVIOUS COVID-19 ORDERS REGARDING YOUTH
EXTRACURRICULAR ACTIVITIES AND YOUTH SPORTS

This Order supersedes any previous guidance or Order related to Youth Sports and Extracurricular Activities and is in addition to the recently updated CDPH K-12 guidance on September 1, 2021. This Order will remain in place until further noted and will be continuously reassessed and weighted against the community spread and prevalence of the COVID-19 virus.

WHEREAS, a declaration of emergency was issued by the Governor of the State of California on March 18, 2020, and local emergencies have been declared in Amador County in response to the virus COVID-19; and

WHEREAS, the CDC has recommended cancelling sports and extracurricular activities in communities with high transmission, but California and our foothill counties support the safe continuance of such activities; and

WHEREAS, Since mid-June 2021, the SARS-CoV-2 B.1.617.2 (Delta) variant has been circulating in Amador County. This variant is highly transmissible and requires multi-component prevention strategies to reduce spread. Amador County is seeing a concerning uptick in cases among children under the age of eighteen; and

WHEREAS, to protect the health and safety of students, athletes, coaches, staff and volunteers, this Order is being issued to ensure safety protocols are in place;

NOW, THEREFORE, under the authority of California Health and Safety Code sections 101040, 101085 and 120175 and Title 17 California Code of Regulations, Section 2501, the Amador County Health Officer HEREBY MAKES THE FOLLOWING ORDERS, which shall be applicable within the County of Amador:

General Provisions
This Order provides requirements and general public health recommendations for extracurricular and optional organized youth activities, including all types of programs that occur on school grounds (e.g., before or after school, on school campuses, public or private) or involve school students (regardless of the activity’s location) that are not part of a required educational curriculum.
a. In workplaces, employers are subject to the Cal/OSHA COVID-19 Emergency Temporary Standards (ETS) and should consult those regulations for additional applicable requirements.

b. Vaccination: COVID-19 vaccination is strongly recommended for all eligible people in California.

c. Extracurricular activities should take place outdoors and/or distanced when feasible.

d. Masks
   i. Due to increased exhalation that occurs during physical activity, some indoor sports can put players, coaches, trainers, and others at increased risk for getting and spreading COVID-19. Similar risks exist for other extracurricular activities, such as dance, choir, theater, and school clubs that meet indoors. Given this increased risk, **masks are required indoors for all individuals in K-12 schools. This applies to all teachers, staff, students, game officials, and visitors to schools - regardless of vaccination status and for scenarios outlined below in item ii.** Masks are not required when actively participating in sports or extracurricular activities when a mask cannot be worn.
   
   ii. Given the prevalence of COVID-19 in the community, for outdoor sports, **all individuals regardless of vaccination status are required to wear a face mask** during any event in which there is sustained contact of 3 feet or less for a duration of 15 minutes or more in a 24-hour period. Examples include: between practice drills, on the sidelines, arriving at or departing from the playing facility, in a locker room, while not on the playing field. CDPH K-12 Face Coverings guidance requires that all persons wear a face mask at all times while riding on shared transportation for school-related activities.

   iii. For band and music classes during school hours, refer to the most updated CDPH school guidance.

e. Screening testing of student participants
   i. In areas of high transmission, the CDC recommendation would be to cancel high risk sports and extracurricular activities.
   ii. For extracurricular activities where face coverings are not worn, perform the following testing procedures.

1. In lieu of canceling, student participants in grades 6-12 must commence and continue twice weekly antigen testing or once weekly PCR testing, within 72 hours of competition, performance or event, regardless of age or vaccine status.
2. Tests performed at home do not meet the screening testing requirements.
3. Individuals who have had a positive COVID-19 test in the past 90 days are excluded from testing with documentation of positive test result.

f. Recommendations for staying home when sick and getting tested:
   i. Follow CDPH Guidance if you have COVID-19 symptoms.
   ii. Youth and adults with symptoms of COVID-19 infection should not return to play or attendance until they have met the following CDPH criteria:
1. At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; and
2. Other symptoms have improved; and
3. They have a negative test for SARS-CoV-2, OR a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) OR a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), OR at least 10 days have passed since symptom onset.

g. Follow CDPH Guidance on Isolation and Quarantine for COVID-19 Contact Tracing for adults who are symptomatic and/or exposed to a COVID-19 case.

h. Follow CDPH Guidance for K-12 Schools for youth who are symptomatic and/or exposed to a COVID-19 case.

i. Ventilation recommendations:
   i. For indoor spaces, ventilation should be optimized, which can be done by following CDPH Guidance on Ventilation.

j. Hand hygiene recommendations
   i. Teach and reinforce washing hands, avoiding contact with one's eyes, nose, and mouth, and covering coughs and sneezes among students and staff.
   ii. Promote hand washing throughout the day, especially before and after eating, after using the toilet, and after handling garbage, or removing gloves.
   iii. Ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trash cans, face coverings, and hand sanitizers with at least 60 percent ethyl alcohol for staff and children who can safely use hand sanitizer.

k. Cleaning recommendations
   i. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the U.S. Environmental Protection Agency COVID-19 list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.
   ii. For more information on cleaning a facility regularly, when to clean more frequently or disinfect, cleaning a facility when someone is sick, safe storage of cleaning and disinfecting products, and considerations for protecting workers who clean facilities, see Cleaning and Disinfecting Your Facility.
   iii. If a facility has had a sick person with COVID-19 within the last 24 hours, clean AND disinfect the spaces occupied by that person during that time.

l. Vaccination verification considerations
   i. For guidance on vaccine verification, or for information on how to obtain a copy of your vaccine records, see CDPH Guidance on Vaccine Records.
1. This Order is made in accordance with all applicable State and Federal laws, including but not limited to: Health and Safety Code sections 101030, et seq.; Health and Safety Code sections 120100, et seq.; and Title 17 of the California Code of Regulations section 2501.
2. This Order is made because of the propensity of the virus to spread person-to-person.
3. Copies of this Order shall promptly be posted on the County of Amador’s website and provided to any member of the public requesting a copy of this Order.

Rita H. Kerr, M.D.                                        September 14, 2021

Rita H. Kerr, MD
Health Officer

Date
November 30, 2021

Amador County Unified School District
217 Rex Avenue
Jackson, CA 95642

Dear ACUSD Administration,

On Wednesday, November 24, 2021, the California Department of Public Health (CDPH) updated the COVID-19 Public Health Guidance for K-12 Schools, Section 16, School-based Extracurricular Activities. The newly updated guidance from CDPH now allows for individuals, while engaged in heavy exertion during participation in indoor sports and those who are playing a wind instrument indoors, to forego the wearing of face coverings or use of instrument bell coverings, subject to testing for COVID-19.

As you are aware, in mid-September the Public Health Officers for the three counties in the Mother Lode League (Amador, Calaveras and Tuolumne) issued orders to mitigate the risk COVID transmission during participation in sports and extracurricular activities. A key strategy required by the orders is testing.

The Health Officials of the three Mother Lode League counties have conferred and agreed that our present orders will remain in effect as this strategy has been effective in limiting the spread of COVID-19 during the current school year-to-date.

The Amador County Order regarding extracurricular activities and sports may be reviewed here.

Sincerely,

Rita H. Kerr, M.D.
Health Officer

cc: Norma Wallace, Executive Director – JPA
ORDER OF THE HEALTH OFFICER OF THE COUNTY OF AMADOR
MANDATING ISOLATION AND QUARANTINE FOR CERTAIN INDIVIDUALS
TO CONTROL THE SPREAD OF COVID-19 AND RESCINDING PRIOR
PUBLIC HEALTH ORDERS RELATED TO COVID-19

DATE OF ORDER: January 3, 2022

Please read this Order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment, or both. (California Health and Safety Code § 120295, et seq.; Cal. Penal Code §§ 69, 148(a)(1).)

UNDER THE AUTHORITY OF SECTIONS 101040; 101085; AND 120175 OF THE CALIFORNIA HEALTH AND SAFETY CODE, THE HEALTH OFFICER OF THE COUNTY OF AMADOR (“HEALTH OFFICER”) ORDERS:

1. **Summary.** The public health threat from COVID-19 continues in the County of Amador (“County”). Vaccines are the most effective method for preventing serious illness and death due to COVID-19. As of the effective date of this Order, the COVID-19 transmission risk within the County is high. COVID-19 continues to pose a risk, especially to residents of the County who are not up-to-date with their COVID vaccination. This Order continues to mandate that certain individuals, as specified below, isolate or quarantine themselves to prevent the spread of COVID-19. This Order also rescinds any prior public health officer orders issued to address isolation and quarantine related to the COVID-19 pandemic.

2. ** Purpose and Intent.** This Order (hereinafter “Order”) supersedes and rescinds any prior County public health officer orders on quarantining or isolating related to COVID-19 as of the effective date of this Order.

3. **Isolation.** Separates those infected with a contagious disease from people who are not infected. All individuals who have been diagnosed with or are likely to have COVID-19 must isolate themselves. These persons are required to follow all instructions in this Order and the public health guidance documents referenced in this Order.

   a. All individuals who have been diagnosed with or likely to have COVID-19 must immediately take the following actions:
i. Isolate themselves at their home or another residence. They may not leave their place of isolation or enter any other public or private place, except to receive necessary medical care.

ii. Carefully review and closely follow all requirements listed in the California Department of Public Health’s (CDPH) “Guidance on Isolation and Quarantine for COVID-19 Contact Tracing.” Persons who work in a healthcare setting must follow the guidance contained in the CDPH AFL 21-08.6.

iii. Tell their Close Contacts that they need to quarantine themselves pursuant to Section 4 of this Order. Close Contacts who should be notified to self-quarantine are people who were with them during their infectious period. The infectious period starts from 48 hours before symptoms began (or the date of the positive test if no symptoms) and ends when the isolation period is over (see Section 3.c below). Close Contacts are persons who:
   1. Live in or have stayed at their residence;
   2. Are intimate sexual partners; OR
   3. Provide or provided care to them without wearing a mask, gown, and gloves; OR
   4. Were within six feet of them for 15 minutes or longer total accumulated time over any given 24 hour period.

iv. Refer Close Contacts to the California Department of Public Health’s “Guidance on Isolation and Quarantine for COVID-19 Contact Tracing,” which describe steps that household contacts, intimate partners, caregivers and others as determined by the disease control program must take to prevent spread of COVID-19. Close Contacts have likely been exposed to COVID-19 and if infected, can easily spread COVID-19 to others, even if they have only mild symptoms.

b. Individuals who have been diagnosed or suspected to have COVID-19 are required to isolate themselves. This determination is based on one or more of the following factors:

   i. A positive test for the coronavirus (known as SARS-CoV-2) that causes COVID-19; OR
   ii. Signs and symptoms that are consistent with COVID-19 within 14 days of being in close contact with a person who had or was believed to have had COVID-19; OR
   iii. A healthcare provider has informed the individual that they are likely to have COVID-19.

Self-isolation is required because a person infected with or likely to have COVID-19 can easily spread the virus to others. Isolation separates these ill individuals from others to prevent the spread of COVID-19.

c. Duration of Isolation: Isolated individuals must isolate themselves and follow all directions in this Order until they are no longer at risk for spreading COVID-19 based...
4. **Quarantine.** Restricts the movement of persons who were exposed to a contagious disease in case they become infected. Except as provided in the CDPH Guidance for Isolation and Quarantine, all Close Contacts, as defined in Section 3.a.iii above, of a person with COVID-19 must quarantine themselves at their home or another residence. These persons are required to follow all instructions of this Order and the public health guidance documents referenced in this Order.

a. **Quarantine Requirements for Close Contacts.** Except as provided in the CDPH Guidance for Isolation and Quarantine, all individuals who have been identified as Close Contacts to a person with COVID-19 must immediately take the following actions:

i. **Duration of Quarantine** will be up to 10 days following last exposure, but may be shorter with a negative test after 5 days per the CDPH Guidance for Isolation and Quarantine. Those who remain asymptomatic and test negative must continue to wear a mask when around others at all times for a full 10 days after last exposure.

ii. COVID-exposed persons shall continue to self-monitor for COVID-19 symptoms for fourteen (14) days from the date of last exposure to a COVID-positive person, and shall immediately isolate if COVID-19 symptoms develop within the 14-day post-exposure period.

iii. Individuals are required to quarantine themselves because they are at high risk for developing and spreading COVID-19. They must stay at their home or another residence for the entirety of the duration of quarantine prescribed above in Section 4.a.i.

iv. Quarantined persons may not leave their place of quarantine or enter any other public or private place except to receive necessary medical care or testing, and must wear a mask at all times when in public.

v. Carefully review and closely follow all requirements listed in the California Department of Public Health’s “Guidance on Isolation and Quarantine for COVID-19 Contact Tracing.”

vi. If a quarantined person becomes sick with fever, cough, or shortness of breath (even if their symptoms are very mild), they should isolate themselves at home and away from other people, contact their medical provider, seek testing, and follow the isolation instructions contained in the CDPH Guidance for Isolation and Quarantine. This is because they are likely to have COVID-19 and if so, can spread it to vulnerable individuals. They are recommended to get tested for COVID-19 at five (5) days after their exposure, and/or if they develop any symptoms. A person is considered up-to-date for their COVID vaccination if it has been fewer than 6 months since they received their second dose of vaccine, or they have had a booster dose 6 months after Pfizer or Moderna vaccines or 2 months after the J&J Janssen vaccine.

b. **K-12 Schools.** COVID-exposed persons that are staff or students of a K-12 school located within the county shall adhere to the isolation and quarantine
recommendations found within the CDPH COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year.

5. For the purposes of this Order, in calculating the number of days since an individual was exposed to COVID-19, the first day shall be the day after the individual was exposed to a COVID-positive person.

6. **Additional Actions and Violations.** The Health Officer may take additional action(s), which may include civil detention or requiring an individual to stay at a health facility or other location, to protect the public’s health if an individual who is subject to this Order violates or fails to comply with this Order. Violation of this Order is a misdemeanor punishable by imprisonment, fine, or both. (California Health and Safety Code § 120295, et seq.; Cal. Penal Code §§ 69, 148(a)(1).)

7. **Effective Date.** This Order shall become effective January 3, 2022. This Order shall continue to be in effect until it is rescinded, superseded, or amended in writing by the Health Officer.

8. Copies of this Order shall promptly be: (1) posted and made available at the entrance of the County Administration Center, 810 Court Street in Jackson; (2) posted on the County of Amador website: https://www.amadorgov.org/services/public-health/covid-19/isolation-quarantine/; and (3) provided to any member of the public requesting a copy of this Order.

9. **Severability.** If any provision of this Order or its application to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

**IT IS SO ORDERED:**

*Rita H. Kerr*

Rita H. Kerr, M.D. Dated: January 3, 2022
Health Officer of the County of Amador
Approved as to form and legality:

Gregory Gillott

Dated: January 3, 2022
Amador County Counsel
The following changes were put in place on Friday, January 7, 2022 and became effective immediately. Please note that everything under the isolation and quarantine sections comes from the formal Health Order provided by the State Public Health Officer, and carries the weight of law for public schools to follow. The following are current guidelines for testing, isolation, and quarantine:

**Testing**

- Effective Monday, January 10, 2022 all employees (vaccinated and unvaccinated) will be required to have a negative COVID test weekly. This will include all District Office employees and Board members when attending in person. District Office staff will be required to test twice weekly if there is ample test kit availability.
- With the increase of positive cases we are currently seeing at school sites, principals may reach out to families for consent to do screening testing with students if particular schools have an increased positive student case rate. When we see multiple positive cases in classrooms, we may require all students to test in that classroom in order to remain in the classroom.

**Isolation** (for people who have tested positive for COVID-19)

- All students and staff who test positive regardless of their vaccination status, are eligible for release from isolation after day 5 with a negative antigen test result done at the school on or after day 5, or by providing official results from another testing service or doctor to the school/district. Students or staff coming to school to test should be symptom free and may then return to school on day 6.

**Quarantine** (for people who are close contacts** of someone who tested positive for COVID-19)

**A close contact for this document will be defined as the following: Anyone within six (6) feet of a person who has tested positive for a cumulative total of fifteen (15) minutes or greater in any 24 hour period.**

**QUARANTINE FOR STAFF**

- Staff who are a close contact to someone who tested positive are now eligible for early release from quarantine after day 5 with a negative antigen test result that is completed at their school site on or after day 5, or by providing official results from another testing service or doctor to the school/district. Staff coming to school to test should be symptom free and may then return to school on or after day 6.
- Staff that are boosted or fully vaccinated but not yet booster eligible, do not need to quarantine, but must test on day 5.
- Per Cal OSHA and CDPH effective immediately, staff who are fully vaccinated and are currently booster-eligible, but have not yet received their booster, can test within 3-5 days after last exposure, if negative do not need to be excluded from work when asymptomatic.
- Unvaccinated staff, including persons previously infected with Covid-19 within the last 90 days, release from quarantine after day 5 with a negative antigen test result that is completed at their school site on or after day 5, or by providing official results from another testing service or doctor to the school/district. Staff coming to school to test should be symptom free
and may then return to school on or after day 6. If unable or choose not to test and does not have symptoms can return to work after day 10.

- Students or staff who live in a household where someone has tested positive for COVID-19, who are up to date with their vaccine, and who do not have symptoms, do not need to quarantine. Students and staff who are not vaccinated or are not up to date with their vaccine must be excluded from school. These students or staff can get a PCR test for COVID-19 on or after day 10 since their first exposure to the positive individual. If the test is negative and they remain without symptoms, quarantine can end after Day 14.

- See booster eligibility chart attached below to ensure you qualify for test and stay.

**Who Can Get a Booster Shot**

<table>
<thead>
<tr>
<th>Booster Type</th>
<th>Who Should Get a Booster</th>
<th>When to Get a Booster</th>
<th>Which Booster Can You Get</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pfizer-Biontech</td>
<td>Everyone 12 years and older</td>
<td>At least 5 months after completing your primary COVID-19 vaccination series</td>
<td>Pfizer-Biontech or Moderna (mRNA COVID-19 vaccines) are preferred in most situations</td>
</tr>
<tr>
<td>Moderna</td>
<td>Adults 18 years and older</td>
<td>At least 5 months after completing your primary COVID-19 vaccination series</td>
<td>Pfizer-Biontech or Moderna (mRNA COVID-19 vaccines) are preferred in most situations</td>
</tr>
<tr>
<td>Johnson &amp; Johnson's Janssen*</td>
<td>Adults 18 years and older</td>
<td>At least 2 months after receiving your J&amp;J/Janssen COVID-19 vaccination</td>
<td>Pfizer-Biontech or Moderna (mRNA COVID-19 vaccines) are preferred in most situations</td>
</tr>
</tbody>
</table>

**QUARANTINE FOR STUDENTS**

- A vaccinated student who is determined to be a close contact of a person who has tested positive is not required to quarantine, as long as they remain symptom free.

- An unvaccinated student must quarantine for 10 days if they choose not to test, or can be released early from quarantine after day 7 with a negative antigen test result performed at the school on or after day 5 of quarantine or by providing official results from another testing
service or doctor to the school/district. If a student in quarantine without symptoms tests negative on day 5 or later, they may return to school on day 8.

- Students or staff who live in a household where someone has tested positive for COVID-19, who are up to date with their vaccine, and who do not have symptoms, do not need to quarantine. Students and staff who are not vaccinated or are not up to date with their vaccine must be excluded from school. These students or staff can get a PCR test for COVID-19 on or after day 10 since their first exposure to the positive individual. If the test is negative and they remain without symptoms, quarantine can end after Day 14.
Background Information

The District is examining facilities needs, exploring financing options to meet such needs and contemplating a General Obligation Bond measure for which it requires fiscal analysis of attendant costs and prospective matching revenues and funding sources, guidance in creating a viable program to meet the greatest number of needs, and financial advice relative to such items as cash flow modeling, project budget, schedule, financial design and the overall bond issuance process. Eastshore Consulting is willing and able to provide the services, guidance and advice required by the District in connection with evaluating all financing options and a potential General Obligation Bond measure on the terms and conditions set forth in this Agreement. Pursuant to Government Code section 53060, a school district may contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters. The attached contract for services will provide the District a strong resource to be completely prepared for a potential bond measure.

Fiscal Implications

See attached contract.
Funded through Developer Fees and potential Bond funds.

Recommendation

Superintendent Gibson recommends approving this.

Presented by

Jared Critchfield, Assistant Superintendent of Business Services

Supporting Documents

Agreement for Municipal Advisory Consulting Services - Eastshore & ACUSD (January 2022)

Quick Summary / Abstract

The District is examining facilities needs, exploring financing options to meet such needs and contemplating a General Obligation Bond measure for which it requires fiscal analysis of attendant costs and prospective matching revenues and funding sources, guidance in creating a viable program to meet the greatest number of needs, and financial advice relative to such items as cash flow modeling, project budget, schedule, financial design and the overall bond issuance process. Eastshore Consulting is willing and able to provide the services, guidance and advice required by the District in connection with evaluating all financing options and a potential General Obligation Bond measure on the terms and conditions set forth in this Agreement. Pursuant to Government Code section 53060, a school district may contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters.
AGREEMENT FOR MUNICIPAL ADVISORY CONSULTING SERVICES

This AGREEMENT FOR MUNICIPAL ADVISORY CONSULTING SERVICES (this “Agreement”) is entered into as of January 13, 2022, by and between Eastshore Consulting LLC, a California limited liability company (the “Advisor”) and Amador County Unified School District, a public school district (the “District”).

RECITALS

A. District is examining facilities needs, exploring financing options to meet such needs and contemplating a General Obligation Bond measure for which it requires fiscal analysis of attendant costs and prospective matching revenues and funding sources, guidance in creating a viable program to meet the greatest number of needs, and financial advice relative to such items as cash flow modeling, project budget, schedule, financial design and the overall bond issuance process.

B. Advisor is willing and able to provide the services, guidance and advice required by District in connection with evaluating all financing options and a potential General Obligation Bond measure on the terms and conditions set forth in this Agreement.

C. Pursuant to Government Code section 53060, a school district may contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters.

D. Intending to be legally bound and in consideration of these recitals and the mutual covenants, agreements, representations and warranties set forth in this Agreement, the parties agree to the following terms and provisions:

AGREEMENT

1. Services

1.1 Municipal Advisory Consulting Services. Advisor shall perform the municipal advisory consulting services to meet the District’s needs (the “Services”) set forth in Exhibit A hereto and by this reference made a part hereof. Advisor agrees to perform the Services in a professional, competent and quality manner pursuant to the terms and conditions of this Agreement, in accordance with industry standards and practice, and in compliance with all applicable laws and regulations, including but not limited to any applicable licensing requirements. District shall engage the Advisor as needed for the Services set forth in Exhibit A.

Both parties covenant and agree to work cooperatively to achieve the efficient and timely completion of the Services and work products contemplated herein.

1.2. Other Services. Any services which are not included in the scope of services set forth in Exhibit A of this Agreement, upon acceptance by the District and mutual written
agreement of both parties, will be subject to the terms and conditions of this Agreement and separate, mutually acceptable fee structures.

2. Term/Termination

2.1. Term. The term of this Agreement shall commence as of the date above and expire on June 30, 2025, (the “Initial Term”) and shall automatically renew for additional one-year periods (each a “Renewal Term”) and together with the Initial Term, the “Term”, unless terminated by either party as provided in Section 2.2.

2.2. Termination. Notwithstanding the Term, this Agreement may be terminated (i) by either party upon the other party’s material breach of any of the material terms, conditions or provisions of this Agreement, provided that such breach is not cured within thirty (30) days of receipt of written notice specifying the material breach; (ii) at any time upon the mutual written agreement of the parties and in the manner therein provided; (iii) immediately by either party by giving written notice if the other party fails to maintain in good standing all legally required licenses and/or certificates or ceases to conduct business in the normal course, becomes insolvent, enters into bankruptcy proceedings or becomes subject to any other judicial proceedings that relate to insolvency or protection of creditor’s rights; or (iv) without cause, by the District providing thirty (30) days written notice to the Advisor.

2.3. Effect of Termination/Expiration. Upon receipt of notice of termination from District, Advisor shall not incur any additional expense or perform any further Services without the prior written approval of District. Should District terminate this Agreement without cause, Advisor shall be entitled to payment for Services satisfactorily performed by it to the date of termination on an hourly basis and reimbursement of expenses reasonably incurred to the date of termination, upon written demand by Advisor and after providing a detailed accounting as to hourly work for the Services actually performed. Any amount advanced by District that exceeds fees and approved expenses incurred shall be reimbursed by Advisor to District.

3. Compensation and Reimbursement

3.1. Advisor Fees and Terms of Payment. District shall pay Advisor for the Services in the amounts and in accordance with the terms set forth in Exhibit B hereto and by this reference made a part hereof. Advisor shall promptly be paid payments set forth in Exhibit B, and shall be paid within thirty (30) days after receipt by District of Advisor’s undisputed invoice and any additional information reasonably and timely requested by District.

3.2. Reimbursement of Expenses. District shall reimburse Advisor for approved costs and disbursements incurred by Advisor in the course of the performance of the Services. Advisor shall furnish an itemized statement of costs and disbursements, which may typically include from time to time one or more of the following (by way of example and not limitation): postage and courier charges, long distance phone calls, copying costs, airfare, meals, lodging, ground transportation, car rentals, gasoline, etc. Payment of any such expenses shall require the approval of the District, which approval shall not be unreasonably withheld, delayed or conditioned.
Reimbursement of expenses shall be paid concurrently with the next due date for payment of Advisor fees.

4. Covenants, Representations and Warranties of the District

4.1. Due Organization and Authority. District warrants that it is duly organized and in good standing as a public school district, under the Constitution and laws of the State of California and has full power and authority to enter into this Agreement.

4.2. Access to Information and Personnel. District agrees to provide or make available on a timely, complete, fair and accurate basis, to the fullest extent practicable, all necessary information reasonably requested by Advisor for the performance of the Services contemplated by this Agreement. District shall cooperate with Advisor by providing, to the extent practicable, Advisor with regular opportunities to consult with such District staff, governing board members and other professional advisors as Advisor deems reasonably necessary to competently perform the Services contemplated by this Agreement.

4.3. Additional Professional Services. District agrees to retain or authorize the engagement of such additional professional services (e.g. legal counsel) as Advisor deems reasonably necessary to fully and competently complete the Services and work products required by this Agreement.

4.4. Further Assurances. District shall take such further actions as may be reasonably necessary or appropriate to carry out and comply with all of the terms and provisions of this Agreement and the transactions and Services contemplated hereunder.

5. Covenants, Representations and Warranties of the Advisor

5.1. Due Organization and Authority. Advisor warrants that it is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to enter into this Agreement and perform the Services.

5.2. SEC and MSRB Registration. Advisor warrants that it is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”).

5.3. Performance of Services/Compliance with Laws. The Services performed by Advisor, its employees and agents, will be of a high quality and performed in a competent and professional manner in accordance with industry standards and practice, and in compliance with all applicable laws and regulations, including but not limited to any applicable licensing requirements to which Advisor is subject.

5.4. Insurance. At all times during the Term, Advisor shall carry the following insurance: (i) commercial general liability coverage of $1,000,000 per occurrence, $1,000,000 aggregate; (ii) automobile liability insurance coverage of $1,000,000; and (iii) property damage
coverage in an amount reasonably necessary to cover its property used in connection with the Services. In addition, Advisor shall carry and maintain at all times professional liability insurance in the amount of at least $2,000,000. At the request of the District, Advisor shall provide certificates of all insurance described above. Advisor shall not cancel, modify, or allow the lapse of any such insurance without providing the District at least 60 days written notice.

5.5. Indemnity. Advisor agrees to accept all responsibility for loss or damage to any person or entity, and shall, defend, indemnify, hold harmless, and release, to the full extent permitted by law, District and its Governing Board, members of its Governing Board, officers, agents, employees and volunteers from and against any and all actions, claims, damages, disabilities, or expenses, including attorney’s fees and witness costs, that may be asserted by any person or entity, which arises out of or relates to the Advisor’s performance of this Agreement except to the extent such liability was caused by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Advisor or its agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

5.6. Conflicts of Interest. Advisor agrees that it shall be acting in a fiduciary capacity in connection with its work for the District and that its sole loyalty in this regard shall be to the District. Advisor warrants and agrees that it does not have any material conflicts of interest with respect to the work to be performed under this Agreement. However, like much of the rest of the public finance industry in California, Advisor represents that in connection with the issuance of municipal securities, Advisor may receive compensation from District for Services rendered, which is contingent upon the placement of a bond measure on the ballot, successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Advisor hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Advisor’s ability to provide unbiased advice to enter into such transaction. However, this potential conflict of interest will not impair Advisor’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District. If Advisor becomes aware of any additional potential or material conflicts of interest after the execution of this agreement, Advisor will disclose the detailed information in writing to the District in a timely manner.

5.7. Other Municipal Advisor Relationships. Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of District. For example, Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, depending on the client, owes a fiduciary duty to such other clients just as it does to District under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Advisor could potentially face a conflict of interest arising from these competing client interests. However, with respect to this potential conflict, Advisor mitigates such conflict through dealing honestly and with good faith to all clients. If Advisor determines that such a conflict is unmanageable, Advisor will notify District in writing in a timely manner.
5.8. No Legal or Disciplinary Events. Advisor does not have any legal events or disciplinary history on Advisor’s Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Anyone may electronically access Advisor’s most recent Form MA and each most recent Form MA-I filed with the SEC at the following website: www.sec.gov/edgar/searchedgar/companysearch.html. There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Advisor, Advisor will provide complete disclosure in detail, allowing District to evaluate Advisor, its management and personnel.

5.9. MSRB Brochure. Within the MSRB website (www.msrb.org), District may obtain the Municipal Advisory client brochure. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

6. Confidential Information. In the course of rendering Services, Advisor and its employees and agents may receive, review or otherwise have access to proprietary financial, technical and other information of District that is not available to the public and not intended to be disclosed to the public (“Confidential Information”). In such event, Advisor and its employees and agents shall hold Confidential Information of District in strict confidence and shall use all Confidential Information only as necessary in connection with the performance of the Services and with prior written consent of District. The obligations of Advisor pursuant to this Section shall survive any termination or expiration of this Agreement. It is mutually acknowledged and agreed that District is entitled to immediate injunctive relief in the event of any violation of this Section. For purposes of this Section, “Confidential Information” does not include information that (i) is, at the time of disclosure, or thereafter becomes, by action of the District, a part of the public domain via a source other than the Advisor, or (ii) is discovered by Advisor from a public source that is not under a confidentiality obligation owing to the District. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.

7. Independent Contractor. Advisor is an independent contractor of District. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between District and Advisor. Subject to the terms of this Agreement, Advisor shall determine the number of days and hours of its work. Advisor shall be solely liable for the compensation, employment taxes, fringe benefits, work schedules and work conditions of its employees and agents and shall defend, indemnify, and hold District harmless from any claim or loss relating to the same.

8. Assignment/Subcontracting. Advisor shall not assign its interest in, or delegate the performance of its obligations under, this Agreement to any other person or entity. Advisor shall not subcontract any Service under this Agreement without advance written approval from District. Any such subcontract, if approved, shall incorporate by reference the terms and conditions of this Agreement. This Agreement inures to the benefit of the parties and their permitted successors and assignees.
9. **Nondiscrimination.** Advisor shall comply with all applicable federal, State and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. **Ownership of Results.** Any interest of the Advisor in studies, reports, memoranda, computation sheets or other documents prepared by Advisor in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to the District.

11. **Dispute Resolution/Attorneys’ Fees**

   **11.1. Voluntary Mediation.** In the event a dispute arises from or relates to this Agreement and the parties are unable to settle the dispute between them, the parties agree to consider and discuss in good faith whether the dispute should be referred to a mutually agreeable independent mediator to facilitate a settlement. If the parties mutually consent to such referral, then the dispute shall be so referred within twenty (20) days of such agreement. The parties will share the costs of mediation equally.

   **11.2. Attorneys’ Fees.** Each party shall bear their own attorneys’ fees should either party institute any action or proceeding in court or arbitration to enforce any provision hereof or for damages by reason of any alleged breach of this Agreement or for a declaration of such party’s rights or obligations hereunder, or for any judicial remedy.

12. **Limitation of Liability.** In no event shall Advisor be liable for any claim of lost profits, revenue or goodwill, or for any other consequential, indirect, incidental, punitive, exemplary or special damages. In no event shall District be liable for any claim of lost profits, revenue or goodwill, or for any other consequential, indirect, incidental, punitive, exemplary or special damages. Except to the extent finally determined to have resulted from the fraud, willful misconduct or gross negligence of District, District’s liability shall be limited to an amount no greater than the amount of unpaid fees and costs due and owing (or to become due and owing) to Advisor hereunder, plus interest thereon. No insurer, contractual guarantor or other third party shall be construed to be a third party beneficiary of the terms of this Section or otherwise entitled to the benefits of this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.

13. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person, firm, corporation or other entity, other than the parties to this Agreement and their permitted successors and assignees, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.
14. Miscellaneous Contractual Matters

14.1. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of California without reference to its conflicts of law principles. The venue for the resolution of any dispute shall be in the Superior Court of the County of Amador and no other place.

14.2. Entire Agreement/Modification. This document contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are superseded by this Agreement. This Agreement may only be amended or modified by a written agreement of the parties, signed by an authorized representative of each party.

14.3. Counterparts. 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.

14.4. Severability. If one or more of the provisions of this Agreement are held to be unenforceable under then applicable law, each such provision shall be excluded from this Agreement and the balance of the Agreement shall be construed as if such provision(s) were absent ab initio, and the remainder of this Agreement shall be enforceable in accordance with its terms.

14.5. Notices. All notices or other communications shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice to the other party in accordance with this Section. Notice shall be deemed effectively given: (1) upon personal delivery to the party to be notified; (ii) when sent by confirmed facsimile or electronic mail if sent during normal business hours and, if not, then on the next business day; (iii) one day after deposit with a nationally recognized overnight courier service, specifying next day delivery, with written verification of receipt; or (iv) four days (Sundays and holidays excluded) after a certified mailing, return receipt requested, via the USPS, first class/certified postage prepaid.

14.6. Agreement Subject to Governing Board Approval. The effectiveness of this Agreement is subject to and conditioned upon the approval of the District’s Governing Board.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers or representatives, who warrant their authority to sign, as of the date first above written.

AMADOR COUNTY
UNIFIED SCHOOL DISTRICT

By: ____________________________
   Torie F. Gibson, Ed.D.
   Superintendent

Notice Address:
Amador County Unified School District
Attn.: Torie F. Gibson, Ed.D., Superintendent
217 Rex Ave.
Jackson, CA 95642

Tel: (209) 257-5353
E-mail: torie.gibson@acusd.org

EASTSHORE CONSULTING LLC

By: ____________________________
   Michael Riemenschneider
   Principal

Notice Address:
Eastshore Consulting LLC
Attn.: Michael Riemenschneider, Principal
1714 Franklin Street, #100-406
Oakland, CA 94612-3409

Tel: (510) 725-2930
Email: michael@eastshoreconsulting.com

EIN: 45-4559705
SEC #: 867-01304
MSRB ID: K0786
EXHIBIT A

SCOPE OF SERVICES

1. FACILITIES PLANNING AND INFORMATIONAL COMMUNITY OUTREACH SERVICES

To educate the community about facilities needs, all financing options and a General Obligation Bond, assist the District with facilities planning and informational outreach, track input received from the community and plan for placement of a bond measure on the ballot, Advisor will provide the following Facilities Planning and Informational Community Outreach Services:

- Create and maintain an election timeline in coordination with the District, the County, local stakeholders, and other team members
- In conjunction with local stakeholders and other team members, assist the District with constituent outreach to gain input and gauge community priorities on projects
- Assist District with selecting a survey consultant and help the District manage the survey process
- In conjunction with local stakeholders and other team members, assist the District in creating a viable project list and cashflow
- Assist bond counsel and other consultants in the preparation of a bond election resolution, including preparing ballot language and a detailed bond project list
- Assist the Governing Board, local stakeholders and other team members in the preparation of a ballot argument and rebuttal, if required
- Attend informational workshops and other community meetings, if required

2. FINANCIAL PLANNING AND MUNICIPAL ADVISORY SERVICES

To create a viable General Obligation Bond program and prepare for each issuance related to that potential General Obligation Bond authorization or as otherwise required, Advisor will provide the District with the following Financial Planning Services:

- Assist the District in preparing and regularly updating its capital and financing plan
- Create and maintain an overall financing timeline in coordination with the District, the County, and other team members
- Analyze the assessed valuation of the District and other available sources, calculate bonding capacity, and perform financial analysis to determine potential bond proceeds
- Advise the District, the Governing Board and local stakeholders of the pros and cons of all different financing options (General Obligation Bonds, Bond Anticipation Notes, Certificates of Participation, etc.) to most efficiently achieve District goals
- Recommend a proposed bond authorization amount, issuance schedule, and projects to be funded by the bond program, in coordination with the District and other team members
- Prepare tax rate statements and estimates of tax rates for the bond program
For each issuance related to the potential General Obligation Bond authorization or as otherwise required, Advisor will provide the following Municipal Advisory Services:

- Provide the District with expert financial advice and assistance on financing techniques and options on matters pertaining to the issuance and sale of securities, including General Obligation Bonds, Bond Anticipation Notes, Certificates of Participation and other financing options available to California school districts
- Provide the District with available financing options by conducting studies and analyses to determine the most appropriate and cost-effective financing methods, terms, security provisions and repayment structures
- Analyze the tax base and recommend an appropriate tax structure
- Analyze all other legally available repayment sources
- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist the District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage the bond issuance process, including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure, including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review required legal documents, including District and County resolutions, purchase agreements, Preliminary Official Statement, and Official Statement or equivalent documents
- Prepare rating agency and insurer presentation, and negotiate with analysts of same
- Assist in preparation and training of District administration for rating agency meetings
- For a competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For a negotiated sale, discuss structure and tax rate/repayment objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents, including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Manage pre-closing and closing
- Prepare wrap-up presentation booklets to summarize bond sales
- Attend Board Meetings as needed to explain bond sales, legal documents, and pricing summaries

3. **CONTINUING DISCLOSURE SERVICES**

- Annually review District's Continuing Disclosure requirements
- Compile and prepare information for annual Continuing Disclosure requirements
- Disseminate to Municipal Securities Rulemaking Board the necessary filings and documentation in order to remain compliant with Continuing Disclosure requirements
• Prepare annual California Debt and Investment Advisory Commission (CDIAC) filings required under S.B. 1029
EXHIBIT B

TERMS OF COMPENSATION

Compensation for the Services to be provided to the District by Advisor shall be in the amounts detailed below:

1. FACILITIES PLANNING AND INFORMATIONAL COMMUNITY OUTREACH FEE

For Facilities Planning and Informational Community Outreach Services for the potential General Obligation Bond measure, compensation shall be $15,000, payable upon completion of services and prior to the Board placing the potential General Obligation Bond measure on the ballot.

2. FINANCIAL PLANNING AND MUNICIPAL ADVISORY FEES

For Financial Planning and Municipal Advisory Services provided in connection with each issuance related to the potential General Obligation authorization or as otherwise required, compensation shall be:

- $65,000 per General Obligation Bond issuance, for single series new bond authorization
- $50,000 per General Obligation Bond issuance, for multiple series new bond authorization
- Not to exceed $30,000 per General Obligation Bond refunding, if completed as a standalone issuance
- Not to exceed $10,000 per General Obligation Bond refunding, if completed concurrently with another General Obligation Bond issuance
- Not to exceed $65,000 per Certificate of Participation issuance or other similar financing
- $20,000 per Bond Anticipation Note issuance

All Financial Planning and Municipal Financial Advisory Fees may be paid as a part of the cost of issuance of each bond and are not required to be paid from General Fund sources.

3. CONTINUING DISCLOSURE FEES

For Continuing Disclosure Services, compensation shall be $2,000 per year if filings are prepared and disseminated by the Advisor. No fee shall be incurred if the District opts to prepare and disseminate disclosures on its own behalf or chooses another dissemination agent to perform such services.

4. EXPENSES

Reimbursable expenses, including data purchases, travel and costs of materials required for meetings, will be reimbursed after submission of an itemized accounting to the District for approval and are due in alignment with the payment of other fees. Facilities Planning and Informational Community Outreach expenses shall not exceed $1,500. Bond issuance expenses shall not exceed $3,000 for any issuance. Continuing Disclosure expenses shall not exceed $1,500 per year, should Advisor perform such services.
### Background Information

The determination of the District’s eligibility under the State School Facilities Program for Modernization and New Construction is being prepared as part of the Facilities Utilization Master Plan. Under the State School Facility Program, a resolution adopted by the Board of Trustees is required for filing of documents with the Office of Public School Construction for the Amador County Unified School District. For the Board’s consideration is the Resolution for applying for eligibility and funding under the State School Facility Program for Amador County Unified School District.

### Fiscal Implications

The potential dollar amount of matching funds is being determined and will be presented with the Facilities Master Plan.

### Recommendation

Superintendent Gibson recommends the approval of Resolution ACUSD 21/22-014.

### Presented by

Jared Critchfield, Assistant Superintendent, Business Services

### Supporting Documents

- Resolution for filing eligibility and app documents under SFP for Amador County Public Schools - A...

### Quick Summary / Abstract

The determination of the District’s eligibility under the State School Facilities Program for Modernization and New Construction is being prepared as part of the Facilities Utilization Master Plan. Under the State School Facility Program, a resolution adopted by the Board of Trustees is required for filing of documents with the Office of Public School Construction for the Amador County Unified School District. For the Board’s consideration is the Resolution for applying for eligibility and funding under the State School Facility Program for Amador County Unified School District.
AMADOR COUNTY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. ACUSD 21/22-014
AUTHORIZING THE FILING OF DOCUMENTS UNDER THE
STATE SCHOOL FACILITY PROGRAM

ON A MOTION of Member ____________________________, seconded by Member
_______________________________, the following resolution is hereby adopted:

WHEREAS, the California State Legislature adopted the Leroy F. Greene School Facilities Act of 1998
(“Act”) including subsequent legislation; and

WHEREAS, the Act and its implementing regulations set forth the procedures and eligibility
requirements for applying for new construction and modernization funds under the State School Facility
Program; and

WHEREAS, the Amador County Unified School District has a need for such funding; and

WHEREAS, the Amador County Unified School District is electing to participate in the State School
Facility Program, and

NOW, THEREFORE, BE IT RESOLVED that the Amador County Unified School District Board of Trustees
approves the submittal of the eligibility and application documents under the State School Facility
Program, and

FURTHER, THEREFORE, BE IT RESOLVED that the Amador County Unified School District Board of Trustees
authorizes the Superintendent, the Superintendent’s designee or other appropriate person to
undertake all actions required to complete the State School Facility Program application and funding
process.

PASSED AND ADOPTED by the Amador County Unified School District Board of Trustees on January 12,
2022, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

State of California,
County of Amador

I, ____________________________, Clerk of the Governing Board, do hereby certify that the
foregoing is a full, true, and correct copy of a resolution accepted by said Board at a regular meeting
held at its regular place of meeting by the vote above stated, which resolution is on file in the office of
the said Board.

__________________________________
Clerk of the Governing Board
13. 4. Board Policy Updates

Background Information

Multiple board policy updates are done each year. The description summarizes the changes made to the policy.

Board Policy 6164.41 - Children with Disabilities Enrolled by their Parents in Private School
Policy updated to reorganize and clarify material.

Board Policy 6164.4 - Identification and Evaluation of Individuals for Special Education
Policy updated to reference the U.S. Department of Education's (USDOE) Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which reaffirms the obligation to fully implement the Individuals with Disabilities Education Act (IDEA) during the COVID-19 pandemic, including the requirement to meet child find obligations, and encourages districts to reexamine the efficacy of existing child find practices in light of the educational disruptions caused by the COVID-19 pandemic.

Fiscal Implications

N/A

Recommendation

Superintendent Gibson recommends approving this.

Supporting Documents

BP 6164.41 CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL.

BP 6164.4 Identification and Evaluation of Individuals for Special Education

Quick Summary / Abstract

Multiple board policy updates are done each year. The description summarizes the changes made to the policy.
CSBA Sample
Board Policy

Instruction  BP 6164.41(a)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

The Governing Board recognizes its obligations under state and federal law to locate, identify, evaluate, and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

(cf. 0430 - Comprehensive Local Plan for Special Education)

BP 6164.41(b)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL  (continued)

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. (Education Code 56171; 34 CFR 300.131; Education Code 56171)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents/guardians in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

Legal Reference: (see next page)

BP 6164.41(c)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL  (continued)
Legal Reference:

EDUCATION CODE
56000 Education for individuals with exceptional needs
56020-56035 Definitions
56170-56177 Children in private schools
56195.8 Adoption of policies for programs and services
56300-56385 Identification and referral, assessment
56500-56509 Procedural safeguards, including due process rights
56600-56606 Evaluation, audits and information

UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1400-1482 Individuals with Disabilities Education Act, especially:
1412 State eligibility

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

CODE OF FEDERAL REGULATIONS, TITLE 34
300.1-300.818 Assistance to states for the education of students with disabilities, especially:
300.130-300.140 300.144 Children with disabilities enrolled by their parents in private schools

FEDERAL REGISTER
Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

COURT DECISIONS

Management Resources:

U.S. UNITED STATES DEPARTMENT OF EDUCATION PUBLICATIONS
Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021
Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021
A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011
Questions and Answers on Serving Children with Disabilities Placed by Their Parents at in Private Schools, April 2011 March 2006

FEDERAL REGISTER
Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES
California Department of Education, Special Education: http://www.cde.ca.gov/sp/se
U.S. Department of Education, Office of Special Education and Rehabilitative Services:
http://www.ed.gov/about/offices/list/osers/osers
http://www.ed.gov/about/offices/list/osers

Policy Reference UPDATE Service
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(3/07) 9/21
IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School)
(cf. 6164.6 - Identification and Education Under Section 504)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

The Superintendent or designee shall establish a comprehensive child find system that includes procedures for the identification, screening, referral, and regular assessment, and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the special education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include systematic methods for utilizing referrals from parents/guardians, teachers, agencies, appropriate professionals, and other members of the public, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals for special education services who need special education services. (Education Code 56301)

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 4112.23 - Special Education Staff)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

Legal Reference:

EDUCATION CODE
44265.5 Professional preparation for teachers of impaired students
56000-56885 Special education programs, especially:
56043 Timelines affecting special education programs
56195.8 Adoption of policies
56300-56304 56305 Identification of individuals with disabilities
56320-56331 56330 Assessment
56333-56338 Eligibility criteria for specific learning disabilities
56340-56347 Instructional planning and individualized education program
56381 Reassessment of students
56425-56432 Early education for individuals with disabilities
56441.11 Eligibility criteria, children ages 3-5
56445 Transition to grade school; reassessment
56500-56509 Procedural safeguards

GOVERNMENT CODE
95000-95029.5 California Early Intervention Services Act

CODE OF REGULATIONS, TITLE 5
3021-3029 Identification, referral and assessment
3030-3031 Eligibility criteria

UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act of 1974
1400-1482 Individuals with Disabilities Education Act, especially:
1412 State eligibility
1415 Procedural safeguards

CODE OF FEDERAL REGULATIONS, TITLE 34
104.35 Evaluation and placement
104.36 Procedural safeguards
300.1-300.818 Individuals with Disabilities Education Act, especially:
300.301-300.306 Evaluations and reevaluations
300.323 When IEPs must be in effect
300.502 Independent educational evaluation

FEDERAL REGISTER
COURT DECISIONS

Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105
M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842
Compton Unified School District v. Addison, (9th Cir. 2010) 598 F.3d 1181
N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202

Management Resources: (see next page)

BP 6164.4(d)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California Practitioners' Guide for Educating English Learners with Disabilities, 2019

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021
Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021
A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES
California Department of Education, Special Education: http://www.cde.ca.gov/sp/se
U.S. Department of Education, Office of Special Education Programs: http://www.ed.gov/about/offices/list/osers/osep

(11/08 11/10) 9/21

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Background Information
Due to the use of a snow day on Tuesday, December 14, 2021, April 29, 2022, will now be designated as a regular school/work day. Any time a snow day is used, an updated calendar will be brought to the Board for an update and approval for community use.

Fiscal Implications
N/A

Recommendation
Superintendent Gibson recommends approval of the updated calendar.

Presented by
Jared Critchfield, Assistant Superintendent, Business Services

Supporting Documents

2021-2024 School Calendars - 21-22

Quick Summary / Abstract
Due to the use of a snow day on Tuesday, December 14, 2021, April 29, 2022, will now be designated as a regular school/workday. Any time a snow day is used, an updated calendar will be brought to the Board for an update and approval for community use.
Amador County Public Schools

2021-2022 District Calendar

First day of School: August 11, 2021
Last day of School: June 3, 2022

Total Student Attendance Days: 180

12 month employee work day

No school, non work day and/or observed holiday

Classified Employee Contract of 13 Paid Holidays

3rd pre-service day to be scheduled by mutual agreement with site administrator

Non-school day

Primary First Trimester
Days Last Day of Trimester
60 November 10, 2021

First Quarter
Days Last Day of Quarter
42 October 8, 2021

Primary Second Trimester
Days Last Day of Trimester
60 March 1, 2022

Second Quarter
Days Last Day of Quarter
41 December 17, 2021

Primary Third Trimester
Days Last Day of Trimester
60 June 3, 2022

Third Quarter
Days Last Day of Quarter
47 March 11, 2022

SN Snow Day 1 (if needed)

SN Snow Day 2 (if needed)

Fourth Quarter
Days Last Day of Quarter
50 June 3, 2022

Board Approved:

Elementary Only

Mutual agreement with site administrator

H Holiday

X No school, non work day and/or observed holiday

P Certificated Pre-Service

M All Schools

94
Background Information
This job description was board approved on June 9, 2021. Updates have been made to the certificates and licensing required for this position. Positions are included in the Board approved Expanded Learning Opportunities Grant Plan and LCAP.

Fiscal Implications
Positions are funded through the Extended Learning Opportunities Grant Plan, the LCAP, and/or the Mental Health Services Oversight and Accountability Commission (MHSOAC) grant received in collaboration with Amador County Behavioral Health.

Recommendation
The Superintendent recommends approval of the updated job description for the Mental Health Therapist

Presented by
Sean Snider, Assistant Superintendent, Educational Services

Supporting Documents

Mental Health Therapist Job Description- Revised 1-12-2022

Quick Summary / Abstract
This job description was board approved on June 9, 2021. Updates have been made to the certificates and licensing required for this position. Positions are included in the Board approved Expanded Learning Opportunities Grant Plan and LCAP.
Amador County Unified School District
MENTAL HEALTH THERAPIST

DEFINITION:  The Mental Health Therapist provides a variety of mental health services for qualifying students (including therapy, consultation, student status, and treatment); communicates information to staff and families; and provides information and/or direction as may be requested. The mental health therapist reports to the Assistant Superintendent of Educational Services, or designee.

EXAMPLES OF DUTIES:

● Administers assessments (e.g. psycho social, emotional, etc.) for the purpose of evaluating the social and emotional development of students and/or determining eligibility for services.

● Attends meetings as assigned (e.g. Individual Education Plan (IEP) as a member of the team, progress evaluations, case consultations concerning student status and treatment, staff meetings, on-site trainings, in-service meetings, etc.) for the purpose of conveying and/or gathering information required to perform functions.

● Collaborates with internal school personnel and public/private agencies (e.g. medical staff, psychiatrist, outside counseling; conducts workshops/trainings on a variety of topics related to mental health and social-emotional well-being, etc.) for the purpose of providing information and/or services to strengthen families and/or students/clients.

● Completes specific program procedures in all work assignments and adheres to ethical obligations, including client confidentiality for the purpose of providing effective mental health services.

● Coordinates with service providers such as case managers, teachers, clinical mental health services staff for the purpose of coordinating mental health plans to ensure quality treatment, delivery of services, and review/update progress.

● Develops treatment and goals for treatment plans for the purpose of providing interventions and/or delivering services in compliance with established guidelines.

● Implements classroom interventions (e.g. group/classroom calming activities, teach anger management skills and other topics, provides support to schools during school crisis, etc.) for the purpose of supporting the classroom team and/or providing therapeutic interventions as needed.

● Maintains a variety of manual and electronic files and/or records (e.g. case histories and services plans in compliance with LEA Medi-Cal requirements, medical billing records, etc.) for the purpose of ensuring documentation for reference in accordance with administrative, clinical, and state legal requirements.

● Monitors direct services in the school (e.g. individual and group treatment, case management, and consultation, etc.) for the purpose of delivering effective mental health services to qualifying students.

● Prepares a variety of written materials (e.g. therapy notes, reports, letters, plans, psycho
Amador County Unified School District
MENTAL HEALTH THERAPIST

- social notes assessments, communication notes, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.
- Provides therapeutic interventions for the purpose of addressing immediate safety concerns and/or providing support and services to improve student outcomes.
- Responds to crises within the school environment for the purpose of providing appropriate interventions.

QUALIFICATIONS
SKILLS are required to perform multiple, highly complex, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including using pertinent software applications; and preparing and maintaining complete and accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: current methods and modalities in student treatment; child and adolescent treatment competency skills; community resources; medical terminology; continuum of care; and utilization management.

ABILITY is required to schedule activities, meetings, and/or events; gather, collate, and/or classify data; and use basic, job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a significant diversity of individuals and/or groups; work with data of widely varied types and/or purposes; and utilize job-related equipment. Independent problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: communicating with diverse groups; setting priorities; working as part of a team; observing and interpreting human behavior; working autonomously and in cooperation with others; and working with detailed information/data.

TRAINING AND EXPERIENCE
Job related experience within a specialized field is preferred. Bachelor’s degree required. Master’s degree preferred in job-related area.

CERTIFICATES AND LICENSES
Any of the following (or combination of):
Required: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or Licensed Mental Health Counselor (LMHC) Clinical Psychologist License
Amador County Unified School District
MENTAL HEALTH THERAPIST

Pupil Personnel Services Credential preferred, but not required
School Counseling, School Psychologist or Social Work Credential
Valid Driver’s License & Evidence of Insurability

PHYSICAL DEMANDS AND WORKING CONDITIONS
Light Work:
Lifting, pushing and/or pulling objects normally does not exceed 50 pounds and is an
infrequent aspect of the job.

Mobility:
Positions in this class require the mobility to stand, stoop, reach and bend.

Vision:
Positions in this class require vision (which may be corrected) to read small print.

SALARY LEVEL
Level II of the Certificated Administrative Salary Schedule (192 Work Days)
13. 7. California School Employees Association Chapter 239 (CSEA) Sunshine Proposal to Amador County Unified School District (ACUSD) for the 2021-2024 School Years Successor Agreement (Mr. Vicari)

Background Information
California School Employees association and it’s Amador County Unified Chapter #239 “CSEA” Initial Proposal to Amador County Unified School District “District” for the 2021-2024 Successor Agreement.

Fiscal Implications
N/A

Recommendation
It is recommended that the Governing Board, after receiving public comment, accept California School Employees Association Chapter 239 (CSEA) Sunshine Proposal to Amador County Unified School District (ACUSD) for the 2021-2024 School Years Successor Agreement.

Presented by
David Vicari, Assistant Superintendent, Human Resources & Labor Relations

Supporting Documents

- CSEA Initial Proposal

Quick Summary / Abstract
California School Employees association and it’s Amador County Unified Chapter #239 “CSEA” Initial Proposal to Amador County Unified School District “District” for the 2021-2024 Successor Agreement.
California School Employees Association and Its Amador County Unified Chapter #239
“CSEA” Initial Proposal to Amador County Unified School District “District”
for the 2021-2024 Successor Agreement

November 3, 2021

ARTICLE II .......................... DUES DEDUCTION
CSEA seeks to revise this section to comply with new Federal Law.

ARTICLE VII .......................... PAY AND ALLOWANCES
CSEA seeks a fair and equitable increase to the salary schedule. CSEA seeks to improve Working Out of Classification language.

ARTICLE IX ............................. HEALTH AND WEFARE BENEFITS
CSEA seeks a fair and equitable increase to the Employer contribution to the Health and Welfare benefits of unit members.

ARTICLE X .............................. HOLIDAYS
Add Cesar Chavez Public Service Day and Juneteenth to Appendix C.

ARTICLE XV ............................. LAYOFFS
Amend language to comply with State Law.

ARTICLE XXIV .......................... DURATION
24.1 This Agreement shall be in effect as of the date of ratification and shall continue in effect until midnight June 30, 2024.

24.2 REOPENERS: The parties may reopen the contract for negotiations in 2022-2023, and 2023-2024, for Article VII Pay and Allowances and Article IX Health and Welfare Benefits, and two (2) articles of either parties’ choice. In 2024 a new successor contract will be negotiated.

ME TOO PROVISION
For the 2021-2022 school year, if any other Amador County Unified School District bargaining unit receives salary schedule and or health and welfare benefit increases and or other benefit, greater, as a percentage of total compensation, than those outlined in this agreement, ACUSD (CSEA #239) members will receive the same.
Background Information
Adoption of district’s initial proposal to the California School Employees Association Chapter 239 regarding successor contract collective bargaining negotiations for 2021-2024.

Fiscal Implications
N/A

Recommendation
It is recommended that the Governing Board, after receiving public comment, accept Amador County Unified School Districts’ initial proposal.

Presented by
David Vicari, Assistant Superintendent, Human Resources & Labor Relations

Supporting Documents

Sunshine Proposal 1.12.22

Quick Summary / Abstract
Adoption of district’s initial proposal to the California School Employees Association Chapter 239 regarding successor contract collective bargaining negotiations for 2021-2024.
Amador County Unified School District
Sunshine Proposal for 2021-2024 Successor Collective Bargaining Agreement with the California School Employees Association, and its Chapter 239
2021-2024

The collective bargaining agreement between the Amador County Unified School District (“District”) and the California School Employees Association, and its Chapter 239 (“CSEA”) expired on June 30, 2021. Pursuant to Government Code section 3547, the District hereby submits the following initial sunshine proposals to CSEA regarding the parties’ successor contract for the term of July 1, 2021 through June 30, 2024. The District’s interests and principles for the successor contract include compliance with legal mandates, maintaining a financially responsible multi-year budget, the continued retention and recruitment of quality staff, and maintaining a collaborative relationship with CSEA. The District sunshines all articles, including:

I. Recognition
II. Dues Deduction
III. Employee Rights
IV. Organizational Rights and Employer Rights
V. Definitions
VI. Hours and Overtime
VII. Pay and Allowances
VIII. Employee Expenses and Materials
IX. Health and Welfare Benefits
X. Holidays
XI. Vacation Plan
XII. Leaves
XIII. Transfers
XIV. Classification, Reclassification of Position
XV. Layoffs
XVI. Dispute Settlement
XVII. Transportation
XVIII. Contracting and Bargaining Unit Work
XIX. Severability
XX. Educational Incentives
XXI. Negotiations
XXII. Safety
XXIII. Drug and Alcohol Policy
XXIV. Disciplinary Procedure
XXV. Duration

The District reserves the right to add to, modify, or delete proposals for any/all articles during the course of negotiations, in accordance with applicable laws.
13. 9. Temporary Certificated Substitute Salary Schedule Update

Background Information
Due to the continued COVID-19 impact on the school system, the current Temporary Substitutes Salary Schedule rates will be extended until June 30, 2022.

Fiscal Implications
Paid through COVID-19 Relief Funds.

Recommendation
The Superintendent recommends approval of the updated Temporary Certificated Substitute Salary Schedule

Presented by
David Vicari, Assistant Superintendent, Human Resources and Employee Relations

Supporting Documents

Certificated-Sub-Salary-Schedule-1.12.22

Quick Summary / Abstract
Due to the continued COVID-19 impact on the school system, the current Temporary Substitutes Salary Schedule rates will be extended until June 30, 2022.
# AMADOR COUNTY UNIFIED SCHOOL DISTRICT
AMADOR COUNTY OFFICE OF EDUCATION

**Temporary CERTIFICATED SUBSTITUTE SALARY SCHEDULE**

Effective September 8, 2021 Through December 31, 2021
June 30, 2022

## FULL-DAY TIERED RATE
(Over 3.5 hours)

<table>
<thead>
<tr>
<th>Tier</th>
<th>Days Worked</th>
<th>Rate per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>1-50 days worked</td>
<td>$175.00</td>
</tr>
<tr>
<td>Tier 2</td>
<td>51-120 days worked</td>
<td>$190.00</td>
</tr>
<tr>
<td>Tier 3</td>
<td>Over 120 days worked</td>
<td>$205.00</td>
</tr>
</tbody>
</table>

## HALF-DAY TIERED RATE
(3.5 hours or less)

<table>
<thead>
<tr>
<th>Tier</th>
<th>Days Worked</th>
<th>Rate per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>1-50 days worked</td>
<td>$87.50</td>
</tr>
<tr>
<td>Tier 2</td>
<td>51-120 days worked</td>
<td>$95.00</td>
</tr>
<tr>
<td>Tier 3</td>
<td>Over 120 days worked</td>
<td>$102.50</td>
</tr>
</tbody>
</table>

**Any employees that work less than 120 days will begin the following school year at Tier 1.**

**The following school year, pay begins at Tier 2 ONLY if 120 days or more are worked during the current school year. Rates will start at Tier 2; subs will not advance to Tier 3 until 120 days are worked for the new school year.**

**A half-day assignment is 3.5 hours or less. A full-day assignment is over 3.5 hours.**